

<b>New Way Mississippi, Inc.</b>		Policy No:	15-009	<b>Page 1 of 2</b>
Policy Title:	<b>Personal Information Protection and Electronic Documents Policy</b>		Effective Date	1/1/2019

## *Personal Information Protection and Electronic Documents Policy*

### **I. Introduction**

In the United States organizations that gather personal information must obtain an individual's consent when they collect, use or disclose that individual's personal information. Personal information can only be used for the purposes for which it was collected. If an organization is going to use it for another purpose, they must obtain consent again. Individuals should also be assured that their information will be protected by appropriate safeguards. Information collected by an individual cannot be disclosed to other organizations or individuals unless specifically authorized by **law** or by consent of the individual.

### **II. What is “personal information”?**

Personal information includes any factual or subjective information, recorded or not, about an identifiable individual. This includes information in any form, such as:

- Age, name, Social Security number, Driver's License Number, ID numbers, income data, ethnic origin, medical information, and health insurance information;
- Opinions, evaluations, comments, social status, or disciplinary actions; credit records, loan records, existence of a dispute between a client and a merchant, intentions (for example, to acquire goods or services, or change jobs).

New Way Mississippi's Client files are restricted based on who reasonably needs access to all or parts of the files. Clients may review their own file by making a written request to appropriate Staff Member. The written request will become a part of the client's case file. Review of files must take place in the presence of a New Way employee.

Client Information gathered by New Way Mississippi will be protected and safeguarded from inappropriate access. However, there will be times when third party contractors, vendors, interns, and key stakeholders may require access to client digital and hardcopy files on a need to know basis. If this occurs the third party must read and sign the following confidentiality agreement.

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### **Third-Party Confidentiality Agreement**

This Agreement is made between \_\_\_\_\_ the “third-party”, and New Way Mississippi, Inc. on \_\_\_\_\_ (date).

Third Party will perform services for New Way Mississippi (NWM) which may require NWM to disclose confidential and proprietary information ("Confidential Information") to third party. Confidential Information is any information of any kind, nature, or description concerning any client matters or relating to third-party services for NWM's business or operations. The Third Party agree to accordingly protect NWM's client Confidential Information that will be disclosed to as either written or in an electronic format:

1. Third Party will hold the Confidential Information received from NWM in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
2. Third Party will not disclose or divulge, either directly or indirectly, the Confidential Information to others unless first authorized to do so in writing by NWM.
3. Third Party will not reproduce the Confidential Information nor use this information commercially or for any purpose other than in the performance of their duties for NWM.
4. Third Party will, upon the request or upon termination of their relationship with NWM deliver to NWM any documents, case notes, equipment, and materials received from NWM or originating from third party's activities for NWM.
5. NWM shall have the sole right to determine the treatment of any information that is part or project specific received from third party.
6. NWM reserves the right to take appropriate action, up to and including termination of the third party Agreement or litigation for violations of this agreement.

Third Party represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the Third Party agrees to the terms and conditions of the agreement stated above.

**Third Party Signature:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NWM Representative Signature:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_ **Date:** \_\_\_\_\_