



CONFIDENTIALITY AGREEMENT

Applicant Name:	Family Number:
Location: Moapa / Las Vegas	Case Manager:

This Confidentiality Agreement is entered into by and between Moapa Band of Paiutes (MBOP) Tribal Child Care Program (“Receiving Party”), a Tribal Non-Profit Program organized and existing under the laws of: Moapa Band of Paiutes, Nevada State Law, and regulatory obligations from Federal Law with its principal place of business at (2) locations: #6 Lincoln St. / P.O. Box 572 Moapa, Nevada 89025 and 700 N. Rainbow BLVD Las Vegas, Nevada 89107 and **NAME** (Disclosing Party”), a program participant of MBOP Tribal Child Care Program.

1. Purpose

The purpose of this Agreement is to protect the confidentiality of certain information disclosed by the Disclosing Party to the Receiving Party.

2. Confidential Information

The term “Confidential Information” refers to any non-public information, data, or materials disclosed by the Disclosing Party to the Receiving Party. This includes, but is not limited to:

- Assigning a Family and Child Identification Numbers to protect identity – redact any personal identifiable information for submissions
- All faxed material with a confidential cover sheet
- All email correspondence sent to the designated party with a confidentiality notice
- All mailings handed in by the MBOP Tribal Child Care Staff only
- All file cabinets are locked to secure case files
- Transported files are carried in a locked closed container
- All archived files stored in a storage locking unit
- All case file contents are protected in individual case files
- All correspondences with anyone outside of the MBOP Tribal Child Care Organization pertaining to your file require your written permission or a Release of Information (ROI)
- MBOP Tribal Child Care does not share your information with MBOP Tribal Administration or MBOP Tribal Council without your written permission or a Release of Information (ROI)
- Patient health information (PHI) covered by the Health Insurance Portability and Accountability Act (HIPAA)

3. Obligations of the Receiving Party

The Receiving Party agrees to:

1. **Maintain Confidentiality:** The Receiving Party shall keep all Confidential Information strictly confidential and shall not disclose it to any third party without the prior written consent of the Disclosing Party.



MOAPA BAND OF PAIUTES
TRIBAL CHILD CARE

Las Vegas: 700 N. Rainbow BLVD Las Vegas, NV 89107
 Office: (702) 333-6565

Moapa: #5 Lincoln St. / P.O. Box 572 Moapa, NV 89025
 Office: (702) 861-7206

2. **Use Restrictions:** The Receiving Party shall use the Confidential Information solely for the purpose of the MBOP Tribal Child Care Staff to manage your case file and shall not use it for any other purpose.
3. **HIPAA Compliance:** If the Confidential Information includes PHI subject to HIPAA, the Receiving Party shall comply with all applicable HIPAA regulations, including safeguarding PHI, reporting breaches, and ensuring proper disposal.

4. Duration

This Agreement shall remain in effect for the duration of the enrollment and participation with MBOP Tribal Child Care and for entirely after termination or successful closure within our program. MBOP Tribal Child Care is only obligated to keep records dating back (5 years), and we place your file in our secure archives.

Sign below that you understand all aspects of this form and
 have the ability to ask questions or share concerns
 with your TCC Case Manager at this time:

Disclosing Party – Applicant	Receiving Party – MBOP Tribal Child Care
Name:	Case Manager:
Date:	Date:

HIPPA Clause:

*The Health Insurance Portability and Accountability Act of 1996 (HIPAA) required the Secretary of the U.S. Department of Health and Human Services (HHS) to develop regulations protecting the privacy and security of certain health information.¹ To fulfill this requirement, HHS published what are commonly known as the HIPAA **Privacy Rule** and the HIPAA **Security Rule**. The Privacy Rule, or Standards for Privacy of Individually Identifiable Health Information, establishes national standards for the protection of certain health information. The Security Standards for the Protection of Electronic Protected Health Information (the Security Rule) establish a national set of security standards for protecting certain health information that is held or transferred in electronic form. The Security Rule operationalizes the protections contained in the Privacy Rule by addressing the technical and non-technical safeguards that organizations called “covered entities” must put in place to secure individuals’ “electronic protected health information” (e-PHI). Within HHS, the Office for Civil Rights (OCR) has responsibility for enforcing the Privacy and Security Rules with voluntary compliance activities and civil money penalties.*