

Regulation ML-E(1): Confidentiality Agreement (Outside Providers)

Status:

Original Adopted Date: | Last Reviewed Date:

CONFIDENTIALITY AND ACCESS AGREEMENT

I, _____, currently provide direct educational/therapy services for
Provider Name (Please Print)

_____ and hereby affirm that:
Student Name (Please Print)

- I agree to preserve the confidentiality of any and all student information that I view or have access to during the course of my work with the above-referenced student and the instruction provided at his/her school;
- I understand this student information is confidential by virtue of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and will be deemed to have been received in confidence;
- I further agree that any student information obtained or received by me will be used only for purposes of providing information to the parents/guardians to assist with the provision of direct educational/therapy services to the above-referenced student;
- I understand that Bibb County School District's decision to allow these services does not suggest or imply, and neither I, nor Bibb County School District employee or agent, make any representation, that any observation by me or any other party is necessary to ensure informed parental/guardian participation under the Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*) or any other applicable statute or rule;
- I understand and agree that I may not disclose information about any Bibb County School District student obtained by me during the course of my work under any circumstances, except as required by law;
- I further agree that I am to use reasonable means and measures to prevent the disclosure and unauthorized use of student information obtained by me during the course of my services and will protect the confidentiality of this confidential information;
- I understand the District may terminate my ability to be on school property at any time;
- I understand it is my duty to obtain appropriate parental consent to serve the student and I may only provide services to students as permitted by the parent/guardian;
- I understand my failure to abide by any Bibb County School District Policy, Administrative Regulation, procedure, rule, direction, or any term of this Agreement may result in a prohibition against me being permitted to observe or provide services to any student on Bibb County School District property; and
- I further understand the terms of this Agreement shall remain in effect during and after my services.

On behalf of myself, any current, former or future heirs, assigns, employees, or agents, I hereby waive all claims against any current, future or former volunteer, employee, or agent of the Bibb County School District or Bibb County Board of Education, and release them from any and all claims, demands, actions, liabilities or damages (including attorneys' fees), whether known or now unknown, arising out of or relating in any way whatsoever to the provision of services to a student. This waiver and release includes, but is not limited to, claims arising under any and all federal, state and local constitutions, statutes, ordinances and regulations, including, but not limited to, the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973.

This agreement is given in consideration for my ability to provide services to the above-named student at :

School.

PLEASE NOTARIZE

Sworn to and subscribed before me this
____ day of _____, 20____.

Notary

Public: _____

Provider Name: _____
(Please Print)

Provider Professional Licensure Number: _____

Provider Signature: _____