

## **Rotary International District 5650, Inc. Policy on Use and Disclosure of Confidential Information Obtained in Connection with the Rotary Youth Exchange Program**

Rotary International District 5650, Inc. (hereinafter "District") adopts the following policy for handling information that many people would consider confidential. This policy applies to information collected in connection with the Rotary Youth Exchange Program. The District has adopted this policy in order to:

- Provide guidance to its volunteers about how to handle information in a confidential manner;
- Let the persons who provide information to the District know how the District may use the information;
- Comply with the requirements for handling of information under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. part 160 and part 164, as amended from time to time ("Privacy Standards") under the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA").

**1. Definitions.** The following terms that are used in this policy shall have the following definitions.

**a. Confidential Information** means:

- "Protected Health Information," as defined by HIPAA, that is received by the District;
- Information that is collected by the District on Rotary Youth Exchange Student Application forms and the District's Volunteer Affidavit and Host Family Application forms. Examples of this type of information include, but are not limited to:
  - Names, addresses, telephone numbers, and email addresses;
  - Photographs of the exchange student and his or her family and friends;
  - Dates of birth;
  - Social Security Numbers;
  - Medical and dental information;
  - Religious and ethnic background;
  - Community service background;
  - Employment information;
  - Education records;
  - Letters of recommendation; and
  - References.
- Criminal record history including, but not limited to information

obtained from criminal history searches and databases;

- Information about any history (accusations or convictions) of abuse, harassment, or crimes of violence;
- Information obtained from sexual offender registries;
- Information about Court orders involving sexual, physical, or verbal abuse including but not limited to a domestic violence or civil harassment injunction or protective order.

**b. “Use”** means the sharing, application, utilization, examination, or analysis of Confidential Information within the District’s internal operations.

**c. “Disclose” and “Disclosure”** mean the release, transfer, provision of access to, or divulging in any other manner, of Confidential Information outside District’s internal operations or to those other than its agents. “Disclose” and “Disclosure” does not mean those Disclosures permitted by HIPAA.

**2. HIPAA.** Information to be provided under this policy shall comply with all applicable Privacy Standards. The District agrees to ensure consistency in applying Federal and State laws and regulations, including but not limited to, regulations promulgated pursuant to HIPAA.

**3. Use and Disclosure of Confidential Information.** The District shall use and disclose Confidential Information solely as necessary to facilitate The Rotary Exchange Program. Examples of anticipated use and disclosure of Confidential Information include, but are not limited to:

*Information from Exchange Students*

- Providing copies of applications to the District Youth Exchange Committee, Host Districts, Host Clubs, Host Schools, and Host Families;
- Providing copies of the Guarantee Form to Rotary International;
- Using the student’s name and image on the Rotary District 5650 website and in Rotary newsletters;
- In the case of Outbound Students, sharing information with the District’s travel agent so that it can help with travel arrangements and securing visas; and
- In the case of Inbound Students, providing information to the Department of Homeland Security about the current address of students and additional information as is necessary to complete forms that the District is required to fill out (such as the DS-2019).

*Information from Host Families*

- Sharing information in the Host Family Applications with the

Host Clubs, District Youth Exchange Committee, Sponsor Districts, Host Schools, Sponsor Clubs, and the families of Inbound Students; and

- Sharing the information necessary to run criminal background checks with an outside agency with which the District has contracted to provide these checks.

*Information from Rotary Volunteers*

- Sharing information in the Volunteer Affidavit with the Host Clubs, District Youth Exchange Committee, Sponsor Districts, Sponsor Clubs, and the families of Inbound Students; and
- Sharing the information necessary to run criminal background checks with an outside agency with which the District has contracted to provide these checks.

*Information to Law Enforcement Agencies.* The District will provide Confidential Information to law enforcement agencies when it receives legal or appropriate requests and when required to do so under its Youth Exchange Sexual Abuse and Harassment Reporting Guidelines.

*Information to Rotary International.* The District will provide Confidential Information to Rotary International when it is required to do so under its Youth Exchange Sexual Abuse and Harassment Reporting Guidelines.

**4. Adequate Safeguards for Confidential Information.** The District maintains appropriate safeguards to prevent the use or disclosure of Confidential Information in any manner unless permitted by this policy.

**5. Availability of Internal Practices, Books, and Records to Government Agencies.** The District agrees to make its internal practices, books, and records relating to the use and disclosure of Confidential Information available to the Secretary of the Federal Department of Health and Human Services for purposes of determining the District's compliance with the privacy regulations.

**6. Disposition of Confidential Information Upon Termination or Expiration.** Upon termination of the District, the District shall destroy all Confidential Information in its possession or control and all Confidential Information in the possession or control of persons over whom it exercises control.

**7. Survival.** The terms of paragraphs 3 through 6 shall survive the termination of this Agreement.

Adopted: July 12, 2007

Rotary International District 5650, Inc. adopted this policy at a meeting of its Executive Committee held on July 12, 2007.

Attested to by:

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Mary Q. Garrison,  
Secretary of Rotary International District 5650,

Inc.