



BAY MEDICAL CENTER

HUMAN RESOURCES POLICIES AND PROCEDURES

Chapter: Employee Relations
Subject: Confidentiality

Policy: PP#4-106
Issued: September 1, 2003
Supersedes: July 15, 2003

Approval: *Donna Vincent*

PHILOSOPHY:

Bay Medical Center employees will strive to maintain the confidentiality of patient and other confidential information in accordance with applicable legal and ethical standards.

POLICY:

Bay Medical Center and its employees are in possession of and have access to a broad variety of confidential, sensitive and proprietary information, the inappropriate release of which could be injurious to individuals, Bay Medical Center's business partners and Bay Medical Center itself. All Bay Medical Center employees have an obligation to actively protect and safeguard confidential, sensitive, and proprietary information in a manner designed to prevent the unauthorized disclosure of information. Before disclosing or refusing to disclose confidential information, the applicability of the Florida Public Records and State Laws (Ch. 19 & 286 F.S.) and adherence to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) should be determined. Each refusal to produce confidential information must be immediately reported to the President/CEO.

DEFINITION

Confidential information is defined as any information that is patient related or part of Bay Medical Center's personnel, financial, or operational business records, or marketing and business plans. Confidential information is further defined as follows:

1. Any records or information, whether financial, medical or personal, regarding the history, condition, care, treatment or billing of a patient.
2. Any records or information relating to medical staff credentialing, discipline, or other peer review activities, including anecdotal comments regarding appropriateness or necessity of care to a patient rendered by a physician or practitioner at Bay Medical Center.
3. Any records, information, or data relating to Bay Medical Center's strategic, marketing, or business plans.

4. Any records or information related to a pending, threatened, or potential lawsuit or any administrative, civil, criminal or other legal claim by or against Bay Medical Center.
5. Any record or information concerning an employee's health record or limited access to records related to employee evaluations and subsequent actions as permitted by Human Resources Policy #4-112, "Release of Employee Information/Letters of Recommendation."

PROCEDURE:

1. Patient/Member Information

All Bay Medical Center employees have an obligation to conduct themselves in accordance with the principle of maintaining the confidentiality of patient and member information in accordance with all applicable laws and regulations. Employees will refrain from revealing any personal or confidential information concerning patients or members unless supported by legitimate business or patient care purposes. If questions arise regarding an obligation to maintain the confidentiality of information or the appropriateness of releasing information, employees should seek guidance from business unit management.

2. Proprietary Information

Information, ideas, and intellectual property assets of Bay Medical Center are important to organizational success. Information pertaining to Bay Medical Center's competitive position or business strategies, payment and reimbursement information, and information relating to negotiations with employees, contractors or third parties should be protected and shared only with employees having a need to know such information in order to perform their job responsibilities. Employees should exercise care to ensure that property rights including patents, trademarks, copyrights and software, are carefully maintained and managed to preserve and protect their value.

3. Personnel Actions/Decisions

Salary, benefit, and other personal information relating to employees will be treated as confidential. Human Resource files, payroll information, disciplinary matters, and similar information will be maintained in a manner designed to ensure confidentiality in accordance with applicable laws. Employees will exercise due care to prevent the release or sharing of information beyond those persons who may need such information to fulfill their job function.

4. Disclosure Policies

- a) Discussion of confidential information, including patient names, should only take place during work hours, at workstations, with those persons directly involved and having a defined need or a legal right to know. Computerized medical records are governed by this policy the same as information in written medical records.

Note: Employees will not access his/her own medical or other confidential information without proper access permission.

- b) No confidential information, records, or materials may be used, released, or discussed outside these situations, unless authorized by this policy or approved by administration in a specific situation.
- c) The head of the affected department must respond to subpoenas or court orders to produce any records, films, reports, documents, or other information of any nature. Risk Management and Medical Records must be contacted for advice and counsel before responding and in order to maintain a central coordination point for patient information. Risk Management must be contacted and will respond to a subpoena to produce a witness to testify about any matter involving Bay Medical Center patients.
- d) All public information requests from outside sources will be referred directly to the CEO or the Director of Marketing and Public Relations. After normal working hours, or in the absence of these individuals, the House Supervisor will be contacted. The House Supervisor will either defer the request until the next regular working day or contact the administrator on call for advice.
- e) No patient care or treatment record or other information regarding the care or treatment of current or former patients will be released except through Medical Records and in compliance with all Medical Records department policies.
- f) Authorized personnel may respond "yes" or "no" to a request to know whether a named individual is a patient at Bay Medical Center, but will give no further information regarding the patient. This policy does not apply to mental health patients; hospital personnel are not authorized to confirm or deny whether a mental health patient has been admitted. No confirmation of admittance will be provided by Bay Medical Center regarding mental health patients.
- g) Any employee with knowledge of a disclosure made in violation of this policy or in doubt over whether a disclosure made might violate this policy will immediately report the disclosure to his/her supervisor or the BMC Privacy Officer.
- h) Any employee in doubt over whether a disclosure requested might violate this policy will immediately report the request for disclosure to his/her supervisor or BMC Privacy Officer for advice and further action.

5. Confidentiality Statement

Each employee will be required to complete and sign a *Confidentiality and Security Agreement* at time of hire. A renewed *Confidentiality and Security Agreement* must be signed by the employee with each annual performance review. This signed agreement must be submitted by the manager to the Human Resources Department, as part of the annual review and prior to processing of any merit salary increase. The signed statement will be retained in the permanent record by Human Resources.

6. Corporate Compliance

Each employee receives initial education pertaining to BMC's Corporate Compliance Program at time of hire. As part of the annual review process, and prior to any merit salary increase, employees will be required to sign the following acknowledgement statement:

"As of this date, I have no knowledge of any transactions or events that appear to violate the compliance program that I have not previously disclosed. I acknowledge my obligation to report any violations or suspected violations of the Compliance Manual to Bay Medical Center via my supervisor, the Compliance Officer, or the compliance reporting mechanism(s)."

The signed statement will be retained in the permanent record by Human Resources.

7. Failure to Comply

Failure to respect the confidentiality of patients or the organization is a serious infraction that will result in termination with the first offense. Refusal to sign the confidentiality statement at the manager's request may also result in immediate termination.

Reviewed: May 1990
September 1993
July 1995
May 1999
February 2002
July 2003
September 2003
October 2005



BAY MEDICAL CENTER

CONFIDENTIALITY AND SECURITY AGREEMENT

I, _____
Employee Name (printed)

understand that it is my responsibility to comply with all applicable laws, rules, regulations and standards that govern Bay Medical Center (BMC), to include BMC policies and procedures, as well as federal and state HIPAA Privacy Standards.

1. I will treat all information received in the course of my employment with BMC as confidential and privileged information. Under no circumstances may I discuss or disclose any patient or business related data, unless it is being shared on a need-to-know basis for specific business reasons. Discussions of patient presence, conditions, treatment, or other medical record data must be held in private clinical areas so as not to be inadvertently overheard.
2. I will not access patient information unless I have need to know this information in order to perform my job. This includes accessing my own medical or other confidential information without proper access permission.
3. I will not log on to any of the BMC computer systems that currently exist or may exist in the future using a password other than my own. I will safeguard my computer password and will not post it in a public place, such as the computer monitor or a place where it will be easily lost, such as on my nametag. I will not allow anyone, including other employees, to use my password to log on to the computer and I will log off of the computer as soon as I have finished using it.
4. I will not use electronic mail to transmit patient information unless I am instructed to do so as part of my job-specific responsibilities or by the BMC Privacy Officer.
5. I understand that all information, regardless of the media on which it is stored (paper, computer, videos, recorders, etc.), the system which processes it (computers, voice mail, telephone systems, faxes, etc.) or the methods by which it is moved (electronic mail, face-to-face conversation, faxes, etc.) is the property of BMC and shall not be used inappropriately or for personal gain.
6. I understand that BMC reserves the right to inspect or monitor any company owned, leased, or controlled computer, computer device, network, computer facility, storage device, voice mail or telephone system at any time for any reason and that BMC may divulge any information found during such inspections or monitoring to any party it deems appropriate.

7. I understand that I should not consider electronic communications to be either private or secure, nor have an expectation of privacy in anything I create, store, send, or receive on the computer and network.
8. I understand that BMC has an active on-going program to review records and transactions for inappropriate access and I understand that inappropriate access or disclosure of information can result in penalties up to and including termination of employment and/or legal action.
9. I acknowledge that I have reviewed a copy of the following BMC policies, have read the contents in their entirety and have had an opportunity to discuss them with my manager or an administrative representative:

Policy Name	Dated
<i>Confidentiality</i> (H/R Policy 4-106)	
<i>E-Mail Usage</i>	
<i>Internet Usage</i>	

10. Upon cessation of my employment with BMC, I agree to continue to maintain the confidentiality of any information I learned while an employee and agree to turn over any keys, access cards, or any other device that would provide access to the provider or its information.

I understand that violation of this agreement could result in corrective/disciplinary action, which might include, but is not limited to, termination of employment and/or loss of my privileges within BMC, as well as potential civil or criminal penalties.

Employee Signature

Date

Manager Signature

Date