

**TITLE: Confidentiality of Information (Patient, Financial, Employee,  
and Other Sensitive and Proprietary Information)**

IDENTIFIER: S-FW-IM-0201

**APPROVED:**

APPROVED: Executive Cabinet 05/29/07

 Acute Care: ENC 07/07 GH 07/07  
LJ 07/07 MER 07/07

ORIGINAL FORMULATION: 09/99

REVISED: 02/01, 02/03, 11/05, 06/07

 Home Health: 07/07

REVIEWED:

 Clinics: 07/07 SHAS: 07/07**KEYWORDS: PHI, PFI, BAA****I. PURPOSE**

To instill a culture and business practices that protect the confidentiality and security of Confidential Information, which includes protected health information (PHI), personal financial information (PFI) and other sensitive or proprietary Scripps organizational information. It is an important responsibility of each and every employee, as well as all medical staff members, contractors, volunteers, or other third parties having access to Scripps information, to ensure that all Confidential Information is protected as required by Scripps' policies and the law. This policy describes the responsibilities of all individuals who have access to any Confidential Information.

**II. POLICY**

**Commitment Statement.** Scripps is committed to the principle of fair and ethical business practices and to ensuring the utmost confidentiality of records and related information for all patients, employees, donors, and for organizational and operating information. To avoid any compromise of this principle, or any appearance of a breach of confidentiality, the organization shall take all appropriate action with regard to any employee or non-employee who inappropriately accesses, uses or discloses Confidential Information in violation of Scripps policies or the law. It is the responsibility of every Scripps employee, medical staff member, contractor, volunteer, or other third party having access to Scripps information to follow all of Scripps' policies and to safeguard all Confidential Information.

Confidential Information includes, but is not limited to PHI, PFI, patient records, personnel information, information regarding business plans and strategies, information gained from service on organizational or medical staff committees, and information gained from inquiries from families and friends of patients, other employees, the legal department, medical staff, external agencies or media. Confidential Information may be contained via any communication medium, including verbal, written, or electronic (e.g. facsimiles, e-mail, voice-mail etc.), all which are subject to the provisions of this policy.

- A. **Applicability.** This policy applies to Scripps' entire workforce, including employees, contractors, volunteers, or other third parties having access to Scripps information. The policy also applies to all physicians (including residents and interns) and other affiliates that have access to Scripps Confidential Information.
- B. **Confidentiality and Non-Disclosure Agreement.** All employees must review and sign the Scripps *Confidentiality and Non-Disclosure Agreement* annually as part of

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their annual performance review. Non-employees are required to sign this agreement as a condition of conducting business on behalf of Scripps, unless covered by a separate contractual arrangement approved by the Legal Department. Access to Scripps' computer network, information systems, confidential medical information, personal financial information, and other sensitive or proprietary information is contingent upon execution of a *Confidentiality and Non-Disclosure Agreement*. This agreement addresses the following issues:

1. Appropriate access to and use of information;
  2. Appropriate disclosure of confidential information;
  3. Scripps' surveillance and monitoring practices;
  4. Disciplinary actions and sanctions;
  5. Passwords, security, and other safeguards; and
  6. Obligations for confidentiality while affiliated with, and after disassociation from, Scripps.
- C. **Minimum Necessary.** When accessing, downloading, using or disclosing Confidential Information, the individual engaging in the activity must make all reasonable efforts to limit the amount of Confidential Information to the minimum necessary to accomplish the intended purpose of the use or disclosure.
- D. **Safeguarding of Information.** Confidential Information collected and/or generated within Scripps shall be maintained in a manner designed to restrict access to those individuals with a legitimate need to know the information.
- E. **Handling of Confidential Information.** All individuals who have access to Confidential Information are prohibited from using, discussing or revealing such information in any unauthorized manner. Unless such information is required by the individual's Scripps-related responsibilities, accessing Confidential Information is strictly prohibited. For example, individuals may not:
1. Allow or participate in viewing, accessing, downloading, photographing, using or disclosing Confidential Information for any purpose other than carrying out legitimate job-related responsibilities. This includes information belonging to the individual, other employees, co-workers, family or friends.
  2. Shred, destroy, alter, dismantle, disfigure, prevent rightful access to or otherwise interfere with the integrity of any Confidential Information and/or information resources without appropriate authorization.
  3. Communicate Confidential Information to any other individual or entity if not required to do so for Scripps business purposes. This includes sharing information regarding coworkers, family or friends.
- F. **Violations of Confidentiality.** Any violation of this policy represents a failure to meet the professional and ethical standards expected of all employees and non-employees conducting business with or on behalf of Scripps. Conduct need not be deliberate or intentional to violate this policy. Indeed, any unnecessary or unauthorized disclosure of Confidential Information (e.g., informal dialogue in the cafeteria, open office areas, hallways or elevators) violates this policy. An inadvertent violation of confidentiality, such as accidentally accessing a computer system screen, must be immediately reported to the individual's direct supervisor. This protects the individual and also alerts Scripps that additional safeguards for this information may be required.
- G. **Infractions, Disciplinary Actions, Sanctions and Fines.** Any infraction of this policy shall be subject to corrective action by Scripps, up to and including loss of

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information system access privileges and/or termination of the employment or business relationship with Scripps. Unauthorized access use, download, or disclosure of confidential information may also result in appropriate legal action.

- H. **Termination of Employment or Scripps Business Relationship.** Employees who cease their employment or work with Scripps (voluntarily or involuntarily), or non-employees whose Scripps business relationship terminates, continue to be obligated to maintain confidentiality as defined in this policy and as set forth in the Confidentiality Non-Disclosure Agreement. All such individuals must immediately cease all access to computer and information systems, and return all originals and copies of documents containing Confidential Information in their custody or control no later than the last day of work/affiliation with Scripps.

### III. RESPONSIBILITIES

- A. **Workforce members** are responsible to:

1. Follow all policies and department specific procedures appropriate to their role and responsibilities.
2. Protect all Confidential Information from unauthorized access, download, use or disclosure.
3. Maintain safeguards for protection of all Confidential Information.
4. Report and/or secure all Confidential Information found unattended or unsecured.
5. Report known or suspected instances of unauthorized access, use, download, or disclosure of Confidential Information.
6. Report any suspicion that another individual may be using or sharing passwords.
7. Return any Scripps property when their employment or relationship with Scripps terminates.

- B. **Professional licensed staff** will identify individuals (e.g. family/ friends) involved in a patient's care based on patient's expressed desires, clinical situation and patient care needs. The professional patient care staff may disclose relevant health information, unless patient has expressed a restriction on information or as required by law.

- C. **Department managers** are responsible to:

1. Determine workforce members' role-based access to Confidential Information to perform their job function in compliance with minimum necessary standards.
2. Establish safeguards to protect privacy and security of information.
3. Establish Business Associate Agreements, as appropriate for PHI.
4. Report unauthorized access, use or disclosure of Confidential Information and other policy violations.
5. Follow established procedures for appropriate disposal of documents, equipment, removal storage media or other items containing or potentially Confidential Information.
6. Monitor for compliance with Scripps policies pertaining to confidentiality, privacy and security.

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7. Provide on-going education, training, and awareness on privacy and security policies and procedures to all staff, commensurate with relative risks in their job functions.
8. Notify appropriate departments of any workforce member's termination or transfer and for employees collect all Scripps property in accordance with Scripps *Termination* policy S-FW-HR-0212 and in the case of non-employees with contractual arrangements.
9. Apply corrective actions when policy violations have occurred.

#### IV. PROCEDURES

- A. **Confidentiality and Non-Disclosure Agreement.** Each member of the Scripps workforce must execute the Scripps *Confidentiality and Non-Disclosure Agreement* upon hire/credentialing/initiation of service (volunteers and contracted). Signed statements shall be maintained in the appropriate file (i.e. an employee's personnel file, a contract service or credentialing file). Effective June 1, 2007, all employees must review and sign such agreement annually as part of their annual performance evaluation.
- B. **Reporting concerns or suspected violations.** Each individual must report any suspected violations of confidentiality or concerns through one of the existing compliance reporting channels. These include:
  1. Supervisor, Manager, or Department Head or Human Resources Office
  2. Scripps Privacy Officer 858 678-7785
  3. Audit & Compliance Services 858-678-7203
  4. Scripps Ethics & Compliance Alertline 1 888-424-2387
  5. Scripps Information Services Help Desk 858-678-7500 (for security incidents)
- C. **Application of standard safeguards to clinical and business work processes.**

Patient Care Related Safeguards

  1. Implement physical privacy safeguards to the greatest degree possible when communicating with patients to minimize incidental exposure to and disclosure of information, i.e. curtains, physical dividers, movement of patients/family etc.
  2. White boards, large screen "electronic white boards" or other mechanisms used for patient tracking that are in view of visitors/non patient care personnel must limit the display of identifiable information, i.e. patient names to first and last initials or first name and last initials. White or patient tracking boards used for operations, not highly accessible to visitors/non patient care personnel (i.e. OR's or procedure areas) may include additional identification, but only, as patient safety necessitates.
  3. Health records must not be left unattended in public areas. Efforts must be made to limit exposure of patient's name and other PHI to public view. Cover or secure records on transport carts, gurneys, or exposed work areas.

Safeguards for all forms of Confidential Information

  4. Limit unauthorized person's view or access to Confidential Information in all forms of media e.g., electronic files, computer images, hardcopy.
  5. Take all reasonable efforts to limit exposure of computer screens containing Confidential Information to view of visitors/non authorized personnel and "lock" the screen of the computer workstation when unattended.

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6. Paper or other items containing Confidential Information may not be disposed of in the regular trash. Such items must be disposed of in accordance with established disposal processes (i.e. shred or medical waste systems).
7. Limit discussion of Confidential Information to necessary work or patient care related communication. Discussions should be conducted in private areas whenever possible. Discussion in public areas (e.g. hallways, elevators, cafeterias, restrooms etc.) is strictly prohibited.
8. Maintain strict confidentiality of computer passwords.
9. Maintain physical security, access control, locked storage as appropriate.
10. Do not remove any Confidential Information from the premises, physically or electronically, without specific authorization from the Department Manager and without appropriate precautions of minimum necessary data elements and use of encrypted portable storage devices or media.

**V. DEFINITIONS**

**Authorized Affiliate:** any member of the non-employee workforce, eligible and authorized by Scripps Health, and under contract or agreement to perform services as part of Scripps healthcare operations.

**Authorized:** means the individual has an approved need to access, review and/or use the information in order to perform the duties of his or her position and is expressly permitted by policy and/or procedure or the instructions of his or her supervisor to access, review and/or use the information. Authorized means that the appropriate designee has specifically approved access for an eligible person (has "authorized" access).

**Business Associate Agreements:** Business Associate Agreement is required in all relationships where any person or entity that is not employed by Scripps performs a function or activity on behalf of Scripps that involves the use and/or disclosure of protected health information (PHI). This agreement will provide for protection of information in accordance with state and federal law.

**Confidentiality:** the obligation to protect the privacy of records and related information of individuals receiving services at Scripps. The principle that information is not made available or disclosed to unauthorized individuals, entities or processes.

**Confidential Information:** includes Protected Health Information (PHI); Personal Financial Information (PFI) and other sensitive personal or proprietary Scripps information including but not limited to strategic plans, budgets, internal financial reports, contracts, vendor quotes, personnel or employment information or records.

**Disclosure:** the release, transfer, provision of access to, or divulging in any manner of confidential information outside the entity holding the information. Disclosures require a specific authorization except if the disclosure is related to the provision of health care treatment, payment or healthcare operations of the entity responsible for the PHI, or under a limited data set or other circumstances, as for public health purposes or as mandated or permitted under the regulations.

**Inappropriate Disclosure of Protected Health Information:** disclosing confidential information, regardless of intent, in verbal, written or electronic form;

1. to individuals not involved in the care or treatment of patients,

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2. to individuals who are involved or know the patient but have no need to know the information, or
3. in a setting where that information could be overheard by individuals who have no need to know, for example in elevators, lobbies, waiting rooms, hallways, dining rooms, etc., or
4. in a setting where information can be read or transferred from an unattended computer monitor or through any violation of Scripps's Computer, Network, Email Usage Policy S-FW-IM-2001.

**Minimum Necessary Restriction:** when a provider requests, uses or discloses protected health information of another provider, reasonable efforts must be made to limit the protected health information to the minimum amount of information necessary. Providers must identify those in its workforce who need access to a patient's information and to limit access accordingly. The restriction does not apply to disclosing medical records for treatment.

**Password:** a private code conforming to required format, known only to the user, to log in to the Scripps computer network or any service or application there on.

**Protected Health Information (PHI):** any information, including demographic information, collected from an individual that (a) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (b) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual and identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

**Personal Financial Information:** includes information such as social security numbers, bank account numbers, credit card numbers, etc.

**Scripps Data:** Scripps maintains a diverse and comprehensive data network and electronic communication system. All data resident within the Scripps computer systems, including personal computers, intelligent work stations, networks, servers, and any storage media, are the sole property of Scripps and/or specifically designated partners and affiliates of Scripps and are subject to this policy. Data pertaining to the organizational operations of Scripps entities, patients, and employees, but resident on privately-owned personal systems, shall be considered to be data-owned by Scripps, and are subject to this policy.

**Workforce:** employees, volunteers, trainees, student, contractors, vendors, and other persons whose conduct, in the performance of work for Scripps, is under the direct control of Scripps, whether or not they are paid by Scripps. Members of the Scripps Medical Staffs and Other Physicians are included as a category of workforce for the purpose of this policy.

## VI. REFERENCES

- A. JCAHO Accreditation, Standards, RI, IM
- B. Health & Safety Code 199.20
- C. Health Insurance Portability and Accountability Act of 1996 (HIPAA) CFR 164.502 164.530
- D. California State Confidentiality of Medical Information Act
- E. California Code of Regulations, Title 22, Section 70707(b)(8)

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**VII. RELATED POLICIES**

- A. Business Associate Agreement S-FW-LD-1004
- B. Computer, Network and Email Usage Policy S-FW-IM-2001
- C. Facsimile of Information; Scripps S-FW-IM-2003
- D. Health Information, Access, Use and Disclosure S-FW-IM-0203
- E. Health Information, Accounting of Disclosures S-FW-IM-0207
- F. Information, Disclosure of Patient Directory to Public S-FW-IM-0208
- G. Notice of Privacy Practices, Scripps S-FW-IM-2004
- H. Performance Improvement and Corrective Action, S-FW-HR-0501
- I. Standards of Conduct, Scripps, S-FW-LD-1004
- J. Record Retention Policy S-FW-IM-0600
- K. Information Security Incident Reporting and Response S-FW-IM-3005
- L. Termination S-FW-HR-0212
- M. Equipment and Electronic Media, Disposal, Reuse and Data Sanitization S-FW-IM-3008

**VIII. SCRIPPS FREQUENTLY ASKED QUESTIONS (FAQs)**

- A. [Scripps Business Associate Agreement FAQs](#)
- B. [How to Protect Files with Sensitive Information](#)
- C. [Scripps Common Patient Privacy Scenarios](#)
- D. [Scripps Privacy-Related FAQs for Access and Business Departments](#)
- E. [Scripps Release of PHI FAQs](#)
- F. [Scripps Incidental Uses and Disclosures of PHI FAQs](#)
- G. [Scripps Release of Info - Individuals Involved in Patient Care](#)
- H. [HIPAA Privacy Rule/Research Repositories/Databases FAQs](#)

**IX. ATTACHMENT**

- A. Confidentiality and Non-Disclosure Agreement

**X. SUPERSEDED**

- A. Confidentiality; S-FW-HR-0903 02/06
- B. Confidentiality of Protected Health Information S-FW-IM-0201; 11/05

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**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

*Obligations Regarding Confidentiality and Security of Scripps Data and Information*

**Confidential Information**, which includes protected health information (PHI), personal financial information (PFI) and other sensitive or proprietary Scripps organizational information, is protected by Scripps' policies and the law.

I understand that in my capacity as an employee, medical staff member, contractor, volunteer, or other third party having access to Scripps information, I may see or hear Confidential Information. This Confidential Information, which may exist in any form (oral, written, electronic), includes, but is not limited to:

- Patient information (e.g., patient records, test results, treatment plans, conversations regarding patient status or outcomes, personal financial information);
- Scripps business information, including, but not limited to, strategic plans, budgets, internal financial reports, contracts, vendor quotes, PFI, personnel or employment information or records, or other proprietary information.

**I UNDERSTAND AND AGREE TO THE FOLLOWING:**

- Any Confidential Information that I may receive or learn from any source during the course of my work at Scripps does not belong to me, and I have no right or ownership in such information. Accordingly, Scripps, at its sole discretion, may remove, or in any manner restrict, my access to Confidential Information, or any subset of Confidential Information, at any time and for any reason.
- I will not misuse any Confidential Information, and will only access such information as is necessary for me to do my job.
- I will not use, download, or disclose any Confidential Information at any time, or for any purpose, unless required to do so in the performance of my Scripps-related duties..
- I will not access, view, copy, photograph, or in any other manner obtain, any PHI or PFI that is not required for performance of my work for Scripps. This specifically includes any information that pertains to me, or to any member of my family.
- I will take all necessary steps to safeguard Confidential Information at all times in accordance with the law and Scripps policies, including Scripps policies regarding record retention and authorized record destruction
- I will protect my computer passwords and will not share them with any individual. I understand that my user ID's and passwords are my "*electronic signature*" and I am accountable for all access and actions under my logon.
- On termination of my employment or engagement with Scripps, or at any other time that I am requested to do so, I will immediately return to Scripps all documents or property containing any Confidential Information in my possession, custody or control.

**I AGREE TO REPORT CONCERNS REGARDING CONFIDENTIALITY SAFEGUARDS:**

- If, at any time, I believe that I, or any other individual or entity, has inappropriately accessed or disclosed Confidential Information, I will immediately report my belief and any supporting facts to my supervisor and/or Audit & Compliance Services, and/or the Scripps Ethics & Compliance Alertline (1-888-424-2387). I understand that Scripps will not tolerate any retaliation against me for making any such good faith report.
- I will immediately report any Information Security Incident to the IS Help Desk (858-678-7500). An Information Security Incident includes any lost or stolen computer, handheld device, cell phone, and/or electronic storage media, or any disclosure or misuse of my password.

**ACKNOWLEDGEMENT OF MY RESPONSIBILITIES:**

I have read and understand this Confidentiality and Non-Disclosure Agreement. I understand that my obligations under this Agreement shall survive the termination of my employment or engagement with Scripps. I also understand that any failure to comply with any term of this Agreement may result in corrective action, up to and including termination of employment, or any other relationship with Scripps, as well as appropriate legal action. By signing below, I understand that I am agreeing to the terms and conditions of this Agreement, and that I agree to be bound by them.

Name (Print)

Title

Signature

Date