

**Silverton Health
GENERAL MANUAL**

TITLE: CONFIDENTIALITY OF INFORMATION

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Policy No: GEN-IM-234**

Date Issued: October 2003

Source/Reference: 42 CFR, Parts 160 and 164 (HIPAA), Joint Commission 2009 Standard IM.02.01.01

Date Reviewed: December 2009

Date Revised: October 2003,
March 2004, January 2010,
September 2013

Departments Affected: All

Author: Privacy Officer

PURPOSE: To establish a standard for maintaining the confidentiality of information throughout Silverton Health (SH).

POLICY STATEMENT: It is the philosophy of Silverton Health that individuals and organizations are entitled to have certain information regarded as private and not for publication. Confidential information includes both business and patient information.

Patient Information:

1. All employees, volunteers, and medical staff members of SH have the legal and ethical obligation to regard patient care information as confidential and to ensure that it is available only to authorized users.
2. All hospital operations which require review of the medical record, interviewing of patients, observation of patients, or documentation on patient charts shall be conducted in a setting which provides privacy and protects the information from unauthorized use or disclosure.
3. Hospital employees, volunteers, medical staff and those affiliated with the organization in providing patient services shall access only the minimum necessary information needed to provide services to the patient. They shall guard against inadvertent disclosure of information by avoiding the discussion of patient information in public areas of the hospital, in areas outside of the facility, and with anyone not directly involved in the patient's care.

Employee Information:

1. Employee addresses and phone numbers shall be considered confidential and shall not be released to the public.
2. Any information regarding an employee should be regarded as private and shall not be disclosed without written authorization from the employee.

Hospital/Departmental Information:

1. Employees, volunteers and medical staff should exercise discretion when discussing organizational activities within or outside of the organization.

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PROCEDURE:

1. Any questions regarding the disclosure of medical information should be referred to the Health Information Management Department.
2. Any questions regarding employee information should be referred to the Human Resources Department.
3. Any questions regarding the appropriateness of discussing activities with someone not affiliated with the organization should be referred to the Department Head or the Administration.

Attachments: Employee Confidentiality and Nondisclosure Statement Form, Non-Employee Confidentiality and Nondisclosure Statement Form

Approvals: Policy Review Team 1/20/10, Vice Presidents 1/20/10; Reviewed - Health Information Manager 9/26/13

Related Policies:



Employee Confidentiality and Nondisclosure Statement

Name: _____ Position: _____
(Last, First, MI – Please Print)

I understand that as an employee of Silverton Health (SH), I will have access to information not generally available or known to the public. I agree that such information is confidential information that belongs to SH. Confidential information includes but is not limited to patient, customer, member, provider, group, physician, employee, financial, and proprietary information, whether oral or recorded in any form or medium. I agree that information developed by me, alone or with others, may also be considered confidential information belonging to SH.

I will hold confidential information in strict confidence and will not disclose or use it except as authorized by SH, for SH's benefit.

I will not access Confidential Information for which I have no legitimate need to know.

I understand that SH electronic communication technologies (Internet and e-mail) are intended for job-related activities.

I understand that if I breach the terms of this Confidentiality and Nondisclosure Statement, SH may institute disciplinary action up to and including termination of my employment with SH.

Employee Signature

Date



Non-Employee Confidentiality and Nondisclosure Statement

Name: _____ SH Contact: _____
(Last, First, MI – Please Print)

I understand that in the course of performing services on behalf of Silverton Health (SH), I will have access to information not generally available or known to the public. I agree that such information is confidential information that belongs to SH. Confidential information includes but is not limited to patient, customer, member, provider, group, physician, employee, financial, and proprietary information, whether oral or recorded in any form or medium. I agree that information developed by me, alone or with others, may also be considered confidential information belonging to SH.

I will hold confidential information in strict confidence and will not disclose or use it except (1) as authorized by SH; (2) as permitted under written Agreement between SH and my employer or myself; (3) consistent with the scope of services I perform on behalf of SH and with applicable SH policies and practices; and (3) solely for the benefit of SH, its patients, members and other customers.

I will not access Confidential Information for which I have no legitimate need to know.

I understand my responsibility to become familiar with and abide by applicable SH policies and protocols regarding the confidentiality and security of confidential information.

I understand that SH electronic communication technologies are intended for benefit of SH. Internet usage is monitored and audited on a regular basis by SH management. SH management also reserves the right to monitor e-mail and telephone usage.

I understand that if I breach the terms of this confidentiality and nondisclosure statement or applicable SH confidentiality, privacy and/or security policies, SH may terminate my association with SH, including any written Agreements with SH. Further, SH will be entitled to all remedies it may have under written Agreement or at law, as well as to seek and obtain injunctive and other equitable relief.

Signature

Company or Affiliation

Date