



**POLICY/PROCEDURE TITLE: Corporate Compliance: Confidentiality Forms**

**CATEGORY: Administrative**

**LAST APPROVAL DATE: 01/2016**

---

**CONFIDENTIALITY STATEMENT (2.01)**

As an El Camino Hospital employee, volunteer, student, intern, instructor, person employed through a registry/temporary agency or under contract services, or vendor or other observer, you have a legal and ethical responsibility to protect the privacy of patients and the confidentiality of their health information. All information that you see or hear regarding patients, directly or indirectly, is completely confidential and must not be discussed, viewed or released in any form, except when required in the performance of your duties.

A patient whose medical information has been unlawfully used or released may recover actual damages as well as punitive damages, plus attorney fees and court costs. Unauthorized disclosure of medical information is also criminally punishable as a misdemeanor. The mere acknowledgement that a patient is being treated, for psychiatric disorders, drug abuse, or alcohol abuse, may expose the hospital and the person making the unauthorized disclosure to substantial fines and liability.

If you are assigned a computer code that allows access to patient information, the code gives you access to confidential information that should only be used in caring for patients. Access codes are assigned based on the need to have information in order to carry out assigned responsibilities as determined by your manager.

All system passwords use a unique identification code that serves as a signature when entering the particular system. It is your responsibility to keep your passwords strictly confidential. Under no circumstances may you give your passwords to someone else.

If you have access to employee information, El Camino Hospital financial information or any other proprietary information, you are expected to treat the confidentiality of such information in the same manner as patient information.

Additionally, protection of confidentiality is required when transmitting sensitive data outside El Camino Hospital.

Refer requests for medical records to:	Health Information Management	650-940-7066
Refer media requests for information to:	Marketing and Community Relations	650-988-7767

### Confidentiality of Patient Information

1. I understand that access to patient information may be required for me to do my job, and that I am only permitted to access patient information to the extent necessary for me to provide patient care and perform my duties. Therefore, I will treat all patient, physician, employee and hospital business information (e.g., medical, social, financial, and emotional) acquired during the course of my work as strictly confidential.
2. I understand that “confidential” means that patient information must not be revealed or discussed with other patients, friends, relatives, or anyone else outside of the El Camino Hospital health care environment. In other words, a patient’s personal and medical information can only be discussed in private with appropriate individuals who have a medical and/or business related need to know, whether on duty or off.
3. I will not view, release, or disclose patient information or access my own information, unless my job requires it, and then will disclose only minimum necessary patient information needed to carry out my responsibilities for El Camino Hospital. I will not disclose identifying information (e.g. name, date of birth, etc.) if the information can be removed and is not essential to the analysis. If I am not sure whether the information should be released, I will refer the request to the appropriate department (e.g. Health Information Management) or appropriate individual (e.g. Chief Privacy Officer or Compliance Officer).
4. I will appropriately dispose of patient information and reports in a manner that will prevent a breach of confidentiality. I will never discard confidential or patient identifiable information in the trash, unless it has been shredded or recycled.
5. I understand that I have a duty to protect El Camino Hospital patient information from loss, misuse, unauthorized access, alteration or unauthorized modification, and as soon as I become aware I have a duty to immediately disclose to El Camino Hospital any breach of patient confidentiality.
6. I will access patient information or my own information only when needed in order to do my job, and understand that retrieving/viewing/printing or copying information (computerized or paper), on other patients such as friends, relatives, neighbors, celebrities, co-workers, or myself is a breach of confidentiality and may subject me to immediate termination of employment or association with El Camino Hospital, as well as civil sanctions and/or criminal penalties.

### Confidentiality of Business Information

1. I understand that information regarding the business and operations of El Camino Hospital is confidential, and that such information is owned by and belongs to El Camino Hospital.
2. I understand that I am only authorized to access business information if it is required for me to perform my duties. This information must not be revealed or discussed with others within or outside of El Camino Hospital except to the extent that this discussion is necessary to perform my duties.
3. I understand that I have a duty to protect El Camino Hospital business information from loss, misuse, unauthorized access, alteration or unauthorized modification, and that I have a duty to immediately disclose to El Camino Hospital any breach of business information confidentiality.
4. I understand that failure to follow this agreement may subject me to immediate termination of employment or association with El Camino Hospital, as well as civil sanctions and/or criminal penalties.

## Information System Security

1. I understand that El Camino Hospital's information systems are company property and are to be used only in accordance with the hospital's policies. I also understand that I may be given access codes or passwords to El Camino Hospital information systems, and that I may use my access security codes or passwords only to perform my duties.
2. I acknowledge that I am strictly prohibited from disclosing my security codes or passwords to anyone, including my family, friends, fellow workers, supervisors, and subordinates for any reason. I will keep my security codes and passwords in confidence and will not disclose them to anyone (other than the System Security Administrator) for any reason.
3. I agree that I will not breach the security of the information systems by using someone else's security codes or passwords, nor will I attempt in any way to gain access to any unauthorized system. Also, I will not allow anyone else to access the information systems using my security codes or passwords.
4. If I leave my workstation for any reason, I will initiate security measures in accordance with hospital procedures so no unauthorized person may access patient or business information, or enter information under my security codes or passwords; I will make sure the system screen or paper record is not left open and unattended in areas where unauthorized people may view it.
5. I will not misuse or attempt to alter information systems in any way. I understand that inappropriate use of any information system is strictly prohibited.  
"Inappropriate use" includes:
  - (a.) personal use which inhibits or interferes with the productivity of employees or others associated with El Camino Hospital, or which is intended for personal gain;
  - (b.) transmission of information which is disparaging to others based on race, national origin, sex, sexual orientation, age, disability or religion, or which is otherwise offensive, inappropriate or in violation of the mission and values of El Camino Hospital;
  - (c.) disclosure of confidential information to any individual, inside or outside the organization, who does not have a legitimate business-related need to know; and
  - (d.) the unauthorized reproduction of information system software.

- 
6. Only El Camino Hospital approved and officially licensed software may be added to El Camino Hospital systems.
  7. I understand that I will be held accountable for all work performed or changes made to the systems or databases under my security codes, and that I am responsible for the accuracy of the information I put into the systems.
  8. If my employment or association with El Camino Hospital ends, I will not access any El Camino Hospital information systems that I had access to and acknowledge that legal action may result if I do.
  9. I understand that El Camino Hospital reserves the right to audit, investigate, monitor, access review and disclose information obtained through the organization's information systems at any time, with or without advance notice to me and with or without my knowledge.
  10. I understand that I have a duty to protect El Camino Hospital information systems from loss, misuse, unauthorized access, alteration or unauthorized modification, and that I have a duty to immediately disclose to El Camino Hospital any breach of information system security (for example, if the confidentiality of my or another's password has been broken) or any inappropriate use of information systems.
  11. I understand that a violation of computer security or any component of this agreement is considered a violation of hospital policies, and may subject me to immediate termination of employment or association with El Camino Hospital, as well as civil sanctions and/or criminal penalties.

I will ask my supervisor for clarification if there are any items I do not understand before signing this agreement. My signature below acknowledges that I have read and understand this agreement and realize it is a condition of my employment/association with El Camino Hospital. I also acknowledge that I have received a copy of this signed agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_