

 <input checked="" type="checkbox"/> <b>P O L I C Y</b> <input type="checkbox"/> <b>PROCEDURE</b> <input type="checkbox"/> <b>STANDARD OF CARE</b> <input type="checkbox"/> <b>STANDARDIZED PROCEDURE</b> <input type="checkbox"/> <b>GUIDELINE</b> <input type="checkbox"/> <b>OTHER</b>	<b>APPROVAL DATE</b>  <b>March 2021</b>	<b>MANUAL:</b> <b>Center Policy</b>
	<b>TITLE:</b> <b>CONFIDENTIALITY OF INFORMATION</b>	
	<b>PERFORMED BY:</b> <b>All Workforce Members</b>	

**1.0 PURPOSE**

To protect confidential information of Rady Children’s Hospital and Health Center which is produced and maintained in paper or electronic format, including but not limited, to the electronic medical record, financial records, human resource information, and business information.

**2.0 SCOPE**

This Policy applies to Rady Children’s Hospital and Health Center and its affiliates and subsidiaries as follows (referred to collectively in this Policy as “Rady Children’s): Rady Children’s Hospital-San Diego (“RCHSD”), including Rady Children’s Specialists of San Diego, A Medical Foundation; Rady Children’s Institute for Genomic Medicine; Rady Children’s Hospital Foundation – San Diego; Rady Children’s Health Services – San Diego; and Rady Children’s Physician Management Services.

**3.0 DEFINITIONS**

3.1 The **Attorney-Client Privilege** preserves the confidentiality of written or verbal communications between lawyers and clients. **Attorney Work Product** is a privilege that shields from discovery the notes or other documents of a lawyer she or he, or their agents (e.g., consultants), prepare for the purposes of providing legal advice or counsel.

3.2 **Confidential Information** means medical and certain other personal information about patients; medical and certain other personal information about employees or providers; Attorney-Client Communications, Attorney-Client Privileged documents, Attorney Work Product, Medical Staff and Medical Practice Foundation records and committee proceedings including peer review records and communications; reports, policies and procedures, marketing or financial information, and information related to the business or services of Rady Children’s and its affiliates, which has not previously been released to the public at large by a duly authorized representative of Rady Children’s, including trade secrets as defined below.

3.3 **Patient Information** means Medical Information, Health Information and Protected Health Information:

3.3.1 Medical Information means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental or physical condition, or treatment. Individually identifiable means that the medical information includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

3.3.2 "Health Information" means any information, including genetic information, whether oral or recorded in any form or medium, that is created or received by a health care provider and that 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.

3.3.3 "Protected Health Information" means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the Title 45 C.F.R. Parts 160, 162 or 164; or transmitted or maintained in any other form or medium. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, and records described at 20 U.S.C. section 1232g(a)(4)(B)(iv). "Individually Identifiable Health Information" means information that is a subset of Health Information, including demographic information collected from an individual, and: (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 (i) that identifies the individual or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

3.4 **Trade Secrets:** Includes information, including a formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable through appropriate means by other persons who might obtain economic value from its disclosure or use, is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. For example, this includes but is not limited to, strategic and business plans, spreadsheets, board and committee materials, agendas, and minutes, and bid specifications.

3.5 **Workforce Member:** Includes employees, members of the Medical Staff, volunteers, Travelers, Registry and other temporary agency personnel and students

and all persons involved in Rady Children's training programs or those sponsored by its wholly owned or wholly controlled entities, and other persons who conduct, in the performance of work for Rady Children's, is under the direct control of Rady Children's, whether or not they are paid by Rady Children's.

#### **4.0 POLICY:**

- 4.1 Rady Children's recognizes that computerization of health care information offers opportunities to improve and streamline the delivery of health care, ultimately benefiting the consumer of health services.
- 4.2 Rady Children's requires its Workforce Members to execute a Confidentiality Acknowledgment and Agreement Form (Confidentiality Form) prior to the Workforce Member's access to Rady Children's electronic medical record and other confidential information maintained in a paper format.
- 4.3 The Confidentiality Form shall be executed by each Workforce Member upon initial hire, appointment or initial assignment, at the time a password to the computer system is assigned, or prior to the Workforce Member's access to confidential, proprietary or sensitive information.
- 4.4 Workforce Members (with the exception of Medical Staff) sign a new Confidentiality Acknowledgment & Agreement Form on an annual basis through their completion of annual mandatory education.
- 4.5 Medical Staff shall execute a new Confidentiality Form at the time of reappointment to the Medical Staff.
- 4.6 System access for non-Rady Children's Workforce Members (including, but not limited to: Contractors, Vendors, Volunteers and Students) will not exceed the length of the engagement (not to exceed one year).
- 4.7 If a Workforce Member fails to execute the Confidentiality Acknowledgment & Agreement Form, their access to clinical information systems and confidential documents will be suspended until the Confidentiality Form is completed.
- 4.8 **Confidentiality Reminder**
  - 4.8.1 A Workforce Member signing into Rady Children's clinical information systems will be reminded of their confidentiality obligations under the Confidentiality Acknowledgment and Agreement signed by them. Workforce Members will be referred back to the copy of the agreement in their possession, or they may contact Human Resources with specific questions or for a copy of their agreement.
- 4.9 **Elements of a Workforce Member's Confidentiality Obligation**
  - 4.9.1 The Confidentiality Acknowledgment and Agreement Form shall contain, at a minimum, the following statements:

- 4.9.1.1 I will hold confidential information in the strictest confidence and will only use or disclose such information in a manner consistent with applicable policies and procedures of Rady Children's.
- 4.9.1.2 I will access patient information only for a legitimate need to know for the purposes of diagnosis, treatment and care of a particular patient, or as necessary to provide services to Rady Children's.
- 4.9.1.3 I will access Rady Children's business information only for a legitimate business purpose.
- 4.9.1.4 I understand that patient information may only be stored in authorized locations/ accessed on devices as described in applicable policies and procedures. I will print and/or remove from Rady Children's premises hard copy of Confidential Information only when necessary for a legitimate purpose and understand that I am accountable for this information until it is destroyed. I will keep my Rady Children's identification badge and facility access badge on my person or in a secure location at all times. I understand that unattended and/or unlocked vehicles are not considered secure storage locations. If I travel by airplane, I will not check Patient Information into my checked luggage.
- 4.9.1.5 It is the responsibility of each person with access to Confidential Information to be aware of and comply with Rady Children's policies and procedures for the proper disposal of waste that contains such information. Printed hard copy containing confidential information, including the following sensitive information, shall be disposed of in secure containers for permanent destruction by shredder or other approved means:
  - 4.9.1.5.1 HIV testing, results and information;
  - 4.9.1.5.2 Mental Health and psychiatric information;
  - 4.9.1.5.3 Substance abuse information;
  - 4.9.1.5.4 Child abuse information; Medical Staff and documentation including peer review records and communications, and
  - 4.9.1.5.5 Any document containing Patient Information.
  - 4.9.1.5.6 I will not release printed hard copies of patient information to third parties, including parents/guardians, except as permitted by applicable policies and procedures.

- 4.9.1.5.7 My access and use of all Rady Children’s electronic systems is subject to routine, random, and undisclosed auditing and monitoring.
- 4.9.1.5.8 If I am issued a unique user code, password or login credentials (“User Code”), it is my responsibility to maintain this User Code in a confidential manner. This User Code is my signature for accessing Rady Children’s electronic systems. I understand that I must keep my User Code strictly confidential.
- 4.9.1.5.9 Impermissible use/disclosure of Confidential Information may result in legal action against me.
- 4.9.1.5.10 I understand that California licensed health care providers may be subject to disciplinary action by my employer and/or termination of my access to Rady Children’s, its information, and its electronic systems.
- 4.9.1.5.11 My confidentiality obligation as stated in this Agreement shall continue indefinitely, including at all times after my association with Rady Children’s, including after termination of my employment (as applicable).

4.10 Under the Federal law, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

## **5.0 REFERENCES**

- California Code of Regulations, Title 22, Section 70707(b)(8), et al.
- Confidentiality of Medical Information, California Civil Code Section 56, et seq.
- Protecting Privacy in Computerized Medical Information, U.S. Congress Office of Technology Assessment, U.S. Gov Printing Office (1993).
- CPM 4-53, Health Center Badging and System Access
- The Defend Trade Secrets Act of 2016 (Public Law No: 114-153)



## CONFIDENTIALITY ACKNOWLEDGEMENT & AGREEMENT

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

Title: \_\_\_\_\_

Affiliation/Organization: \_\_\_\_\_

**During the course of your activities at Rady Children's Hospital and Health Center and its affiliates, including Rady Children's Hospital – San Diego (collectively, Rady Children's), you may have access to information which is confidential and may not be disclosed except as permitted or required by law and in accordance with applicable policies and procedures. Improper disclosure of Confidential Information may cause irreparable damage to Rady Children's. "Confidential information" includes, but is not limited to:**

1. Medical and personal information about patients;
2. Medical and personal information about employees and providers;
3. Attorney-Client Privileged Communications, and Attorney Work Product;
4. Medical Staff and Medical Practice Foundation records, documentation and committee proceedings, including peer review records and communications;
5. Trade Secrets, as defined by CPM 11-34;
6. Reports, policies and procedures, marketing or financial information; and
7. Information related to the business or services of Rady Children's, which has not previously been released to the public at large.

By initialing each section and signing this Confidentiality Agreement, you acknowledge and agree (on your own behalf and on behalf of your employees and agents, as applicable) that:

\_\_\_\_\_ 1. I will hold Confidential Information in the strictest confidence and will only use or disclose such information in a manner consistent with applicable policies and procedures of Rady Children's.

\_\_\_\_\_ 2. I will access patient information only for a legitimate need to know for purposes of diagnosis, treatment and care of a particular patient, or as necessary to provide services to Rady Children's.

\_\_\_\_\_ 3. I will access Rady Children's business information only for a legitimate business purpose.

\_\_\_\_\_ 4. I understand that patient information may only be stored in authorized locations/ accessed on devices as described in applicable policies and procedures. I will print and/or remove from Rady Children's premises hard copy of Confidential Information only when necessary for a legitimate purpose and understand that I am accountable for this information until it is destroyed. I will keep my Rady Children's identification badge on my person or in a secure location at all times. I understand that unattended

and/or unlocked vehicles are not considered secure storage locations. If I travel by plane, I will not check Patient Information into my checked luggage.

- \_\_\_\_\_ 5. It is the responsibility of each person with access to Confidential Information to be aware of and comply with Rady Children’s policies and procedures for proper disposal of waste that contains such information. Printed hard-copies containing Confidential Information, including the following sensitive information, shall be disposed of in secure containers for permanent destruction by shredder or other approved means:
- a. HIV testing, results and information;
  - b. Mental health and psychiatric information;
  - c. Substance abuse information;
  - d. Child abuse information;
  - e. Medical Staff records and documentation including peer review records and communications; and
  - f. Any document containing patient identifying information.
- \_\_\_\_\_ 6. I will not release printed hard-copies of patient information to third parties, including parents/guardians, except as permitted by applicable policies and procedures.
- \_\_\_\_\_ 7. My access and use of all Rady Children’s electronic systems is subject to routine, random, and undisclosed audit and monitoring.
- \_\_\_\_\_ 8. If I am issued a unique user code, password or login credentials (“User Code”), it is my responsibility to maintain this User Code in a confidential manner. This User Code is my signature for accessing Rady Children’s electronic systems. I understand that I must keep my User Code strictly confidential.
- \_\_\_\_\_ 9. Impermissible use/disclosure of Confidential Information may result in legal action against me.
- \_\_\_\_\_ 10. I understand that California licensed health care providers may be subject to disciplinary action by the applicable licensing board for impermissible disclosure of patient information, including license revocation, suspension or probation and public reprimand.
- \_\_\_\_\_ 11. Failure to comply with Rady Children’s policies and procedures regarding access, use and disclosure of Confidential Information may result in disciplinary action by my employer and/or termination of my access to Rady Children’s, its information, and its electronic systems.
- \_\_\_\_\_ 12. My confidentiality obligation as stated in this Agreement shall continue indefinitely, including at all times after my association with Rady Children’s, including after termination of my employment (as applicable).

**If you have any questions or would like further information regarding Confidential Information or this Confidentiality Agreement, contact the Compliance Department of the applicable RCHHC affiliate, shown below, and/or review the RCHSD Confidentiality of Information policy (CPM 11-34):**

<b>Rady Children’s Hospital - San Diego</b> (858) 576-1700 ext. 222827	<b>Children’s Primary Care Medical Group, Inc.</b> (858) 502-1186
<b>Rady Children’s Specialists of San Diego, A Medical Foundation</b> (858) 576-1700 ext. 222827	<b>Children’s Physicians Medical Group, Inc.</b> (858) 309-6270
<b>Children’s Specialists of San Diego, A Medical Group, Inc.</b> (858) 576-1700 ext. 222827	<b>UCSD Pediatric Associates</b> (858) 502-1186
<b>Rady Children’s Physician Management Services</b> (858) 502-1186	

I HAVE READ AND UNDERSTAND THIS CONFIDENTIALITY AGREEMENT, HAVE HAD MY QUESTIONS FULLY ADDRESSED, AND HAVE RECEIVED A COPY FOR MY PERMANENT PERSONAL RECORDS.

\_\_\_\_\_  
**Type Full Legal Name \***

\_\_\_\_\_  
**Date**

**\*My typed name shall have the same force and effect as my written signature.**