

# NEIGHBORCARE HEALTH

## Confidentiality Policy

### POLICY STATEMENT:

#### *Definition of privileged data and information is:*

*Any data and information generated and/or acquired by Neighborcare Health which identifies an individual patient, health care provider or other staff member; written or recorded records of any committee or appointed ad hoc task forces; data and information generated and/or acquired in the administration of Neighborcare Health which is determined to be of a confidential nature by the Board of Directors.*

Neighborcare Health will maintain mechanisms to guard against unauthorized or inadvertent disclosure of privileged data or information to persons inside and outside Neighborcare Health and to those individuals or organizations who should not have access to such information. Patients and health care providers will have the opportunity to approve or refuse the release of identifiable personal information or data by Neighborcare Health, except when such release is required by law or contract. ***Also see “Notice of Privacy Practices.”***

In order to protect patient privacy, privileged data and information, the following policy relative to medical records, computer data, and verbal communication confidentiality has been implemented by Neighborcare Health. Specifically, the policy states:

**Patients** at Neighborcare Health sites have the right to expect that records and information pertaining to their care are treated as confidential. Any information received by staff, consultants, or volunteers from members or regarding members and related to their care, examination or treatment, or their financial status, is confidential and may not be disclosed without written consent of the patient or the patient’s legal guardian, except as required by law or contract. Formal and informal consultation about members among professional staff is often helpful and is encouraged in matters directly related to the health care of members. Such consultations must be held in private locations where other members and non-involved Neighborcare Health staff cannot overhear the conversation. All requests for release of information must follow Neighborcare Health policy and procedures.

**Providers and other staff members**, in the course of credentialing and quality improvement efforts, will have information gathered by Neighborcare Health. This information and data shall be treated in a confidential manner, and not be disclosed without written consent of the provider, except as required by law or contract. The Neighborcare Health Chief Executive Officer or designee shall determine which parties may have access. A Statement of Confidentiality will be signed as defined in the Neighborcare Health Confidentiality Policy. Neighborcare Health is ultimately responsible for the confidentiality of patient, provider and other staff information. During orientation and on

an annual basis all staff shall read and sign a confidentiality statement as part of their annual evaluation.

**PROCEDURE:**

- 1. Statement of Confidentiality.** All Neighborcare Health Board and committee members, health care providers or their representatives, Neighborcare Health employees, consultants or other individuals who may have access to privileged data or information will sign the Neighborcare Health Employee Confidentiality Agreement or Non-Employee Confidentiality Statement. See attachments.
- 2. Administrative Records.** Confidential data and information will be maintained in a secured location. This will include medical record information (both original information and documentation used for medical management and quality management), provider credentialing files, as well as claims data.
- 3. Release of Information.** A Release of Information Statement will afford the patient, provider or other staff members with the opportunity to approve or refuse the release of identifiable personal information by Neighborcare Health, except when such release is required by law or contract.
- 4. Orientation.** This policy should be reviewed with all Neighborcare Health employees and a copy of their Confidentiality Agreement will be signed by employees and kept in their credentialing and personnel files. In addition, all Neighborcare Health Board Members, volunteer staff, students, consultants, contractors and auditors will review this policy and sign the Neighborcare Health Confidentiality Agreement.
- 5. Annual Review:** On an annual basis, at the time of the employee's performance evaluation, this policy will be reviewed and the Confidentiality Agreement will be resigned and dated by the employee. In addition, on an annual basis all Neighborcare Health Board Members, volunteer staff, students, consultants, contractors and auditors will review this policy and sign the Neighborcare Health Confidentiality Agreement.
- 6. Violation of the Statement of Confidentiality** may result in immediate dismissal of employment or from Neighborcare Health activities, may violate federal statute and may lead to legal action. See 42 CFR 476.108 Federal Penalties for Unauthorized Disclosures.

**NEIGHBORCARE HEALTH  
NON-EMPLOYEE CONFIDENTIALITY STATEMENT**

All patient Protected Health Information (PHI---which includes patient medical and financial information), employee records, financial and operating data of Neighborcare Centers, and any other information of a private or sensitive nature is considered confidential. Confidential information shall not be used or disclosed unless specific permission to do so has been obtained and granted by the privacy officer or designee. Applicable federal and state laws shall be followed to seek patient permission for any use or disclosure of PHI. Examples of inappropriate disclosures include:

- ❖ Discussing or revealing confidential information to friends or family members.
- ❖ Discussing or revealing confidential information to other coworkers or employees without a legitimate need to know.
- ❖ The disclosure of a patient's presence in the office, hospital, or other medical facility, without the patient's consent, to an unauthorized party without a legitimate need to know and that may indicate the nature of the illness and jeopardize confidentiality.
- ❖ Using patient information for marketing purposes without express permission from the Neighborcare Health and patient.

The unauthorized disclosure of confidential information can subject an individual and the individual's employer to liability. Disclosure of confidential information to unauthorized persons, or unauthorized access to, or misuse, theft, destruction, alteration, or sabotage of such information, may result in your immediate removal from the premises and/or revocation of current and future visiting/working privileges of the individual and/or company, and may lead to legal action and/or a duty for you to mitigate damages.

**CONFIDENTIALITY AGREEMENT**

I hereby acknowledge, by my signature below, that I understand that patient PHI and other confidential or proprietary information of Neighborcare Health which I may see or hear or otherwise gain knowledge of in the course of my visit/work with Neighborcare Health is to be kept confidential, and this confidentiality is a condition of my privilege to visit/work with Neighborcare Health. This information shall not be used or disclosed to anyone unless specifically authorized by Neighborcare Health. The unauthorized use or disclosure of patient PHI is possible grounds for immediate removal from the premises; revocation of all future visiting/working privileges; legal action, and/or a duty to mitigate damages.

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

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

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