



Partnership HealthPlan of California Confidentiality Agreement

It is the responsibility of all Partnership HealthPlan of California (Partnership) workforce members and affiliates, including but not limited to employees, volunteers, temporary personnel, interns, health care providers, subcontractors, delegates, and members of the PHC Board of Commissioners, to preserve and protect confidential patient information, including sensitive PHI, and employee and business information.

The release of protected health information (PHI) is governed by the Federal Health Insurance Portability and Accountability Act (HIPAA) Privacy Law of 1996, the Confidentiality of Medical Information Act¹ and the Lanterman-Petris-Short Act². The acquisition and use of data that pertains to individuals is governed by the State Information Practices Act³ and the Minimum Necessary Requirement⁴. These laws establish protections to preserve the confidentiality of medical and personal information and specify that such information may not be disclosed except and/or re-disclosed⁵ as authorized by law or the patient or individual.

Protected Health Information (PHI) includes: Any individually identifiable information in the possession of or derived from a health care entity (provider, plan, site, or clearing house) regarding a patient's medical history, mental or physical condition or treatment, as well as the patient's and/or their family members' records, test results, conversations, research records, and financial information. PHI includes information that identifies or could be used to reasonably identify an individual, whether in electronic, paper, or oral form, as defined in 45 CFR § 160.103 and includes personal information ("PI") as defined in the Information Practices Act at California Civil Code § 1798.3(a). Examples include, but are not limited to:

- Medical and psychiatric records including: electronic, online or paper records; faxes; photos; videos; diagnostic and therapeutic reports; and laboratory and pathology samples;
- Patient personal data (name, date of birth, Social Security number, medical ID number, etc.)
- Patient insurance and billing records;
- Computerized patient data, as well as text messages sent via short message service (SMS) or multimedia messaging service (MMS);
- Visual observation of patients receiving medical care or accessing services; and
- Verbal information provided by or about a patient.

Sensitive categories of PHI are protected under federal and/or state law and require heightened protection. These categories may only be accessed or disclosed as expressly permitted by law. These sensitive categories include, but are not limited to:

- HIV/AIDS status;
- Mental and behavioral health records;
- Genetic testing results;
- Substance use disorders records;
- Immigration status, including citizenship and residency related immigration information.

Confidential Employee and Business Information includes, but is not limited to.

- Employee's personal telephone number and address;
- Spouse or other relative names;
- Social Security number or income tax withholding records;
- Information related to evaluation of performance;
- Peer review and risk management activities and information⁶;
- Other such information obtained from the PHC's records, which, if disclosed, would constitute an unwarranted invasion of privacy; or
- Disclosure of confidential business information that would cause harm to PHC.

¹ California Civil Code § 56 et seq.

² California Welfare & Institutions Code § 5000 et seq.

³ California Civil Code sections 1798 et seq.

⁴ Minimum Necessary Requirement [45 CFR 164.502(b), 164.514(d)]

⁵ Welfare & Institutions Code 5328 and the CA Confidentiality of Medical Information Act

⁶ California Evidence Code section 1157 and the attorney-client privilege

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Confidentiality Agreement**

I understand and acknowledge that:

1. I shall respect and maintain the confidentiality of all patient care records, discussions, and any other information related to individual patient care, risk management, and/or peer review activities.
2. It is my legal and ethical responsibility to protect the privacy and security of all confidential patient information and employee and business information relating to PHC patients, members, employees and affiliates, and health care providers.
3. I shall only access or disseminate patient care information in the performance of my assigned duties and where required by or permitted by law. I will do so in a manner consistent with officially adopted policies of PHC, or where no officially adopted policy exists, only with the direct approval of my supervisor or designee. I shall make no voluntary disclosure of any patient care records, discussions, and any other information related to individual patient care, risk management, and/or peer review activities, except to persons authorized to receive it.
4. PHC performs audits and reviews patient records in order to identify inappropriate access to PHI.
5. My user ID is recorded when I access computerized data and that I am the only one authorized to use my ID. I will only access the minimum necessary information to accomplish the intended purpose as related to my job role or the business need of the request.
6. I agree to discuss confidential information only in the workplace and only for job-related purposes. I will not discuss such information within hearing of people who do not need to know about the information.
7. I will not use unencrypted personal email, SMS, social media, or other methods of electronic communication to transmit or discuss PHI unless expressly authorized and secured.
8. In addition to PHI, any and all sensitive PHI, including but not limited to HIV, mental health and substance use records, shall be considered highly confidential and treated as such.
9. I will immediately report any unauthorized use, access, or disclosure of Confidential Information.
10. My obligation to safeguard patient confidentiality continues after I am no longer a PHC workforce member or affiliate.

I hereby acknowledge that I have read and understand *CMP-10 Confidentiality*, as well as, the preceding information and that my signature below signifies my agreement to comply with the referenced policy and the above terms. In the event of a breach or threatened breach of the Confidentiality Agreement, I acknowledge that Partnership HealthPlan of California (Partnership) may, as applicable and as it deems appropriate, pursue disciplinary action up to and including termination from my employment or affiliation with Partnership.

Print Legal First and Last Name: _____

Signature: _____ Date: _____

Title/Role: _____

Department: _____