# STANDARD OPERATING GUIDELINE

| | |
|---|---|
| **SLVFD:** | SLVFD-11 |
| **EFFECTIVE:** | January 2016 |
| **REVIEWED:** | James Parr |
| **APPROVED** | Tom Warner |
| **REVISION:** | Sept, 2016 |

# Confidentiality Statement

## Purpose and Scope:

The purpose of this policy is to establish and clearly state the expectations regarding business and patient confidentiality. This policy applies to all members of the department, and the restrictions carry-over to members who leave the department.

## Policy:

It is the obligation and policy of the department to protect the privacy of business information and to maintain the confidentiality of all information and protect all individual rights to privacy.

1. All information gathered while responding on an alarm is strictly confidential and will not be discussed with any person not active on the Fire Department. This includes, but is not limited to the following information:
   a. Reason for the alarm
   b. Medical history of patient
   c. Mental status of patient
   d. Medications of the patient
   e. Events leading up to or causing the alarm
   f. Any detail of the events that happened before, on, or after the alarm
   g. Any suspicions of alcohol or drug use by the patient
   h. Any treatments rendered by the Fire Department or the receiving medical facility
   i. Any information obtained from the receiving hospital such as outcome and update reports on the patient condition
2. Any of the information gathered as listed in #1 above should only be discussed with other active members of the Fire Department that either responded on the call or are performing Quality Improvement activities. This information will not be discussed with people outside

the department except as outlined in #4. Spouses or Significant Others are exempted from this no-disclosure policy in recognition of the need for our members to be able to have an outlet for therapeutic purposes; but spouses are to be informed of this agreement and inform member that they agree to abide by the terms.

3. All physical documentation of confidential information as outlined in #1 above will remain on the premises of the Fire Department. This information could include, but is not limited to:
    a. Patient care report (PCR)
    b. Scratch notes taking during alarm
    c. Medication lists
    d. Fresno County dispatch information
    e. Any other documentation that could potentially reveal protected health information
4. Any request for confidential information that does not pertain to the immediate treatment of the patient listed in #1 above shall be directed to the Chief Officers. No member shall disclose any confidential information. All requests for information must be made to the Fire Chief or Assistant Chief at which time the request will be reviewed and the appropriate steps taken.
    a. Confidential information may be released to:
        i. The receiving medical facility or ALS service for the purposes of treatment
        ii. Coroners and medical examiners for the purpose of identification and determining cause of death
    b. Confidential information may only be released by the Fire Chief or Assistant Chief in the following situations:
        i. Law enforcement inquires (local, county, and state)
        ii. Workers compensation inquires
        iii. Judicial or law firm inquires
        iv. DNR inquires
        v. Social services
        vi. Department of Public Health
        vii. First responder service inquires
        viii. Mutual aid fire department inquires
5. To prevent accidental disclosure of confidential information, only members of the Fire Department shall be permitted in the fire department office. Members shall make all reasonable efforts to protect confidential information while working on paperwork that contains confidential information.
6. While in the process of exchanging confidential information for reason listed in #4, section A above, members of the Fire Department shall make reasonable attempts to protect the information from being disclosed to non-acceptable parties. This should include, but is not limited to the following:
    a. Place of discussion (public location– vs – private location)
    b. Level of conversation (yelling – vs – normal conversation levels)
    c. Other people in the area

7. Communication via email pertaining to the events of a response, patient information and updates, or any other information normally classified as confidential is strictly prohibited. Although email communication is an easy way to share information, emails can be forwarded quickly and end up in the wrong hands.
8. All confidential or private information listed in #1 gathered during a member's employment at SLVFD falls under this policy, even after a member leaves the company.
9. All members of the department shall review this document and sign the "Acknowledgement of Confidentiality Policy". The agreement shall be kept on file during the length of membership to the department.

# Acknowledgement of Confidentiality Policy

I have read and understand the Shaver Lake Volunteer Fire Department ("SLVFD") policies on the use and disclosure of Confidential Health Information and other private information acquired during the course of my association with the SLVFD.

I agree to follow the Confidentiality Policies and all related policies. I agree that while I am associated with the SLVFD, I will not reveal or disclose confidential or other private information acquired during the course of my association with the SLVFD to any person except as authorized by this policy. I further understand that my obligations to maintain the confidentiality of this information will continue after my employment or association with the SLVFD ends.

Finally, I understand that unauthorized use or disclosure of PHI may result in the termination of my association with the SLVFD.

Dated _____

Member Signature _____

Member Name _____

I have discussed the SLVFD Confidentiality Policies and the appropriate use and disclosure of Confidential Health Information and other private information acquired during the course of his/her association with the SLVFD with named employee.

Officer's Signature _____