

UCI Health - Placentia Linda

As an employee who has or will have access to electronic protected health information through systems such as PBAR, Electronic Patient Folder (EPF) or any other media, the following is my understanding as an employee of UCI - Placentia Linda Hospital:

I understand that I do not have the authority to review my own medical record or those of friends or family members without prior authorization through the Health Information Management Department. I understand that if I wish to obtain or view such information I am required to submit a valid written request and authorization, or obtain one from friends or family member. The authorization must be submitted to the Health Information Management Department. Once this authorization is received, access to the record or a copy of the record will be provided per policy.

I also understand that the hospital regularly and randomly audits access to medical records in order to protect the privacy of it's patients, and acknowledge that disciplinary action up to and including termination will occur for violation of this policy. *

Employee Name (please print) _____

Signature _____

Department _____

Date _____

* see UCI Privacy Policy and Procedure

UCI Health - Placentia Linda

POLICY ACKNOWLEDGEMENT FOR CONTRACTORS

By signing this form, I have received all policies/acknowledgements/forms pertaining to the following:

- Sexual Harassment
- Drug-Free Workplace and Drug Testing
- Confidentiality
- Use of Information and Technologies Systems
- UCI Health - Placentia Linda Standards of Conduct
- Social Media

In addition, I will take the opportunity to further discuss these subjects with my manager and obtain answers to any questions I may have.

DATE

SIGNATURE

PRINT NAME

UCI Health - Placentia Linda

POLICY AND STANDARDS OF CONDUCT ACKNOWLEDGEMENT FOR CONTRACTORS

By signing this form, I have received all policies/acknowledgements/forms pertaining to the following:

- Wound Care Policy
- Prohibition of Sexual and Other Unlawful Harrassment, Discrimination, and Retaliation Policy
- Drug and Alcohol Free Workplace Policy
- Confidentiality of Company Information Policy
- Use of Information and Technology Systems Policy
- Employee Use of Social Media Policy
- Dress Code Policy
- UCI Health - Placentia Linda Standards of Conduct

In addition, I will take the opportunity to further discuss these with my manager and obtain answers to any questions I may have.

DATE

SIGNATURE

PRINT NAME

ACKNOWLEDGEMENT

I acknowledge that I have received information about how to access an electronic copy of the Employee Handbook via the Company's intranet. I understand that I may print all or parts of the Handbook for my use and I may also receive a hard copy of the Handbook from Human Resources. I further understand that the Handbook contains important information about the Company's general personnel policies and about my privileges and obligations as an employee. I further understand and acknowledge that I am governed by the contents of the Employee Handbook (*to the extent that they are not inconsistent with any collective bargaining agreement that may otherwise govern my employment*) and that I am expected to read, understand, familiarize myself with and comply with the policies contained in it.

I also understand that the Company may change, rescind or add to any of the policies, benefits or practices described in the Employee Handbook, except the employment-at-will policy and the Mutual Agreement to Arbitrate referred to below, in its sole and absolute discretion, with or without prior notice. I also understand that the Company will advise employees from time to time of material changes to the policies, benefits or practices described in the Employee Handbook.

Furthermore, I understand, acknowledge and agree that the Employee Handbook is not a contract of employment, that my employment with the Company is not for a specified term and that employment with the Company is at the mutual consent of the employee and the Company. Therefore, I hereby acknowledge that either I or the Company can terminate my employment relationship at will, with or without cause or notice, *except to the extent that any applicable collective bargaining agreement provides otherwise*.

In addition, I acknowledge that I have received a hard copy of the Tenet Fair Treatment Process. *Except to the extent that any applicable collective bargaining agreement provides otherwise*, I hereby voluntarily agree to use the Company's Fair Treatment Process and to submit to final and binding arbitration any and all claims and disputes that are related in any way to my employment or the termination of my employment with Tenet, with the exception of certain specific Excluded or Restricted issues outlined in the Fair Treatment Process, including the filing of a charge with the National Labor Relations Board. I understand that final and binding arbitration will be the sole and exclusive remedy for any such claim or dispute that I may have against Tenet or its parent, subsidiary or affiliated companies or entities, and each of its and/or their employees, officers, directors or agents, and that I may not join any such claim or dispute with the dispute of another employee in a class, collective or group action. Arbitration under the Fair Treatment Process is limited to individual disputes, claims or controversies that a court of law would be authorized or have jurisdiction over to grant relief, and by agreeing to the use of arbitration to resolve my dispute, both the Company and I agree to forego any right we each may have had to a jury trial on issues covered by the Fair Treatment Process. I also agree that such arbitration will be conducted before an experienced arbitrator chosen by me and the Company, and will be conducted under the Federal Arbitration Act and the procedural rules of the American Arbitration Association ("AAA") unless the Company and I agree otherwise.

I further acknowledge that in exchange for my agreement to arbitrate, the Company also agrees

12/05/2013

to submit all claims and disputes it may have with me to final and binding arbitration, and that the Company further agrees that if I submit a request for binding arbitration, my maximum out-of-pocket expenses for the arbitrator and the administrative cost of the AAA will be an amount equal to one day's pay (if I am an exempt employee) or eight times my hourly rate of pay (if am a non-exempt employee) or a mandated cap, if lower, and that the Company will pay all of the remaining fees and administrative costs of the arbitrator and the AAA. I further acknowledge that this mutual agreement to arbitrate may not be modified or rescinded except in writing by both me and the Company.

Employee Signature: _____ Date _____

Employee Name (please print): _____

UCI Health - Placentia Linda

ABUSE / NEGLECT STATEMENT

Elder / Dependent Adult/ Child / Spousal / Developmentally Disabled Abuse

POLICY:

Any health practitioner who, within scope of employment or professional capacity, has knowledge of or reasonable suspicion of abuse or neglect is mandated to report to the appropriate Welfare department. Reporting is mandatory, and if not performed is punishable by fines and imprisonment for up to a year.

PURPOSE:

- To provide staff with a mechanism for reporting suspected abuse/neglect of patients received in the Emergency Department or admitted to the hospital.
- To comply with California Welfare and Institution Code

Signs of Abuse / Neglect may include but are not limited to:

- Red blotches or bruises on the body, especially on the trunk where they may be hidden by clothing.
- Malnourished – thin and emaciated
- Poor personal hygiene
- Unexplained injuries
- Multiple bruises in different stages of healing
- Human bite marks
- Burns, especially on the back or buttocks
- Spiral fractures
- Unexplained fracture or multiple fractures in various healing stages
- Head injuries – fractured skull
- Internal bleeding – internal injuries – liver/spleen, pancreas, kidneys and/or other vital organ damage.

Questions to consider asking the patient are:

- Do you feel “unsafe” in your home?
- Are you afraid of anyone?
- Have you been emotionally, physically or sexually abused?
- Have you been struck, slapped, kicked or otherwise physically hurt within the past year?
- Have you been touched in a manner that made you uncomfortable?
- Is there evidence of neglect by self?
- Is there evidence of neglect by caretakers? (Chronic poor hygiene, malnutrition, sores, etc.)

DEFINITIONS:

- Elder abuse reporting refers to any person 65 years or older. Dependent Adult refers to a person between the ages of 18 and 64, residing in California, who has physical or mental limitations that restrict the person’s ability to carry out normal activities or to protect their own rights.
- A child is defined as a person under the age of 18.

PROCEDURE:

- Notify physician
- Notify hospital management
- Make a telephone report to the Welfare Department immediately or as soon as possible after receiving the information concerning the incident.
- A written report must be submitted within 36 hours of receiving the information concerning the incident.

WELFARE DEPARTMENT CONTACTS:

- Elder and Dependent Adult reporting:
 1. APS Registry
P.O. Box 22006
Santa Ana, Ca. 92702-2006
FAX: 714 566-3110
- Child Abuse reporting:
 2. Child Abuse Unit
State Department of Justice
P.O. Box 13417
Sacramento, Ca 95813
(916) 739-5109

By signing this document, I have read and agree to all the content above.

SIGNATURE

DATE

UCI Health - Placentia Linda

INJURY PREVENTION PROGRAM

ALL EMPLOYEES, CONTRACTORS, AND VOLUNTEERS MUST OBSERVE THE FOLLOWING SAFETY RULES:

- A. All occupational injuries or illnesses must be reported to the injured or ill employee's, contractor's, or volunteer's supervisor immediately.
- B. All unsafe conditions in the workplace, which are observed by an employee, contractor, or volunteer including defective tools or other equipment, must be immediately reported to the employee's, contractor's, or volunteer's supervisor.
- C. All employees, contractors, and volunteers must follow the facility's established safe job procedures. Deviations from established procedures require the approval of the employee's, contractor's, or volunteer's immediate supervisor.
- D. If an employee, contractor, or volunteer is unsure how to operate a machine or perform any assigned task, the employee, contractor, or volunteer must consult his or her supervisor before proceeding.
- E. Under no circumstances should an employee, contractor, or volunteer remove the guards from a machine.
- F. All employees, contractors, and volunteers must wear or use personal protective equipment in any area or for any procedure for which it has been issued.
- G. Employees, contractors, and volunteers must use only the proper tools for the job and must not use defective tools or equipment. If the proper tool is not available, the employee, contractor, or volunteer must request assistance from his or her supervisor before proceeding.
- H. The employee, contractor, and volunteer must obtain assistance in lifting any item that is so bulky, awkward, or heavy that he or she feels unable to lift it safely.
- I. When lifting or transferring patients, the employee, contractor, and volunteer must follow the principles of good body mechanics. The employee, contractor, and volunteer should use proper assistance, and request assistance from another employee, contractor, or volunteer when necessary.
- J. If a repetitive task causes the employee, contractor, or volunteer discomfort, or the employee, contractor, or volunteer feels it is unsafe or unhealthful, the employee, contractor, or employee must report it to his or her supervisor immediately.
- K. The employee, contractor, and volunteer will not use alcohol or other drugs at work; they are strictly prohibited in the work place. The employee, contractor, and volunteer will not report to work in an impaired state resulting from the use of drugs or alcohol.

I have read and understand Placentia Linda Hospital's General Safety Rules. I understand my responsibilities in complying with Senate Bill 198, the Injury Prevention Program.

Employee Signature

Date

Print Name

Date

Human Resources Signature

Date

UCI Health - Placentia Linda

REPORTING OF ALLEGATIONS OF PATIENT NEGLECT OR MENTAL, PHYSICAL OR SEXUAL ABUSE OR ASSAULT ATTESTATION

All patients have the right to be free of abuse, assault and neglect. It is my obligation as a staff member of Placentia-Linda Hospital to ensure the safety of all patients at the facility.

Abuse – any intentional action which harms another person including physical, sexual and/or mental abuse.

Assault – any non-consensual touching including physical and/or sexual assault.

Neglect – the intentional failure to provide for the physical or mental needs of any person receiving treatment at Placentia-Linda Hospital.

Any employee or contractor who witnesses or receives an allegation of sexual, physical, or mental abuse; assault; or neglect of any patient or other individual occurring at Placentia-Linda Hospital shall immediately ensure the safety of that individual first, and then immediately contact the House Supervisor (COMP-RCC 4.60).

I understand that Placentia-Linda Hospital supports the right of a patient to request and have a chaperone present during certain sensitive physical examinations and treatments, and/or a request for a same gender healthcare provider.

A decision to use a chaperone during an examination or treatment should be made by the patient after the explanation of the procedure by the hospital staff member. The "E" in A.I.D.E.T is for the staff member to "explain" step-by-step what the procedure will entail.

I understand my obligation to report inappropriate actions of any nature under the Tenet Standards of Conduct. In accordance with Tenet policy COMP-RCC 4.60, I will immediately report any allegation specific to abuse, assault or neglect to the House Supervisor.

Printed Name

Department

Signature

Date



CONFIDENTIALITY AGREEMENT UC IRVINE HEALTH

Applies to all UC Irvine Health “workforce members” including: employees; medical staff and other health care professionals; volunteers; agency, temporary and registry personnel and trainees; house staff, students and interns (regardless of whether they are UC Irvine trainees or rotating through UC Irvine Health facilities from another institution).

It is the responsibility of all UC Irvine Health workforce members, as defined above, including employees, medical staff, house staff, students and volunteers to preserve and protect confidential patient, employee and business information.

The federal Health Insurance Portability and Accountability Act (the “Privacy Rule”), the Confidentiality of Medical Information Act (California Civil Code § 56 et seq.), and the Lanterman- Petris-Short Act (California Welfare & Institutions Code § 5000 et seq.) govern the release of patient identifiable information by hospitals and other health care providers. The State Information Practices Act (California Civil Code sections 1798 et seq.) governs the acquisition and use of data that pertains to individuals. All of these laws establish protections to preserve the confidentiality of various medical and personal information and specify that such information may not be disclosed except as authorized by law or the patient or individual.

Confidential Patient Care Information includes: Any individually identifiable information in possession of or derived from a provider of health care regarding a patient’s medical history, mental or physical condition or treatment, as well as the patients’ and/or their family members’ records, test results, conversations, research records, and financial information. (Note: this information is defined in the Privacy Rule as “protected health information”.) Examples include, but are not limited to:

- Electronic and paper medical and psychiatric records including photos, videos, diagnostic results, therapeutic reports, and laboratory and pathology samples;
- Patient insurance and billing records; Department
- based computerized patient data; Alphanumeric
- radio pager messages;
- Visual observations of patients receiving medical care or accessing services; and Verbal
- information provided by or about a patient.

Confidential Employee and Business Information includes, but is not limited to the following:

- Employee home telephone number and address;
- Spouse or other relative names;
- Social Security number or income tax withholding records; Information
- related to evaluation of performance;
- Other such information obtained from the University’s records which if disclosed, would constitute an unwarranted invasion of privacy;
- Peer Review and risk management activities and information are protected under California Evidence Code Section 1157 and the attorney client privilege; or
- Disclosure of confidential business information that would cause harm to UC Irvine Health.

I understand and acknowledge that:

1. I shall respect and maintain the confidentiality of all discussions, deliberations, patient care records and any other information generated in connection with individual patient care, risk management and/or peer review activities.
2. It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to UC Irvine Health and its affiliates, including business, employment and medical information relating to our patients, members, employees 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, and in a manner which is consistent with officially adopted policies of UC Irvine Health, or where no officially adopted policy exists, only with the express approval of my supervisor or designee. I shall make no voluntary disclosures of any discussion, deliberations, patient care records or any other patient care, peer review or risk management information, except to persons authorized to receive it in the conduct of UC Irvine Health affairs.
4. UC Irvine Health Administration performs audits and reviews patient records in order to identify inappropriate access.
5. My user ID is recorded when I access electronic records and that I am the only one authorized to use my user ID. Use of my user ID is my responsibility whether by me or anyone else. I will only access the minimum necessary information to satisfy my job role or the need of the request.
6. I agree to discuss confidential information only in the work place and only for job related purposes and to not discuss information outside of the work place or within hearing of other people who do not have a need to know about the information.
7. I understand that any and all references to HIV testing, such as any clinical test or laboratory test used to identify HIV, a component of HIV, or antibodies of antigens to HIV, are specifically protected under law and unauthorized release of confidential information may make me subject to legal and/or disciplinary action.
8. I understand that the law specifically protects psychiatric and drug abuse records, and that unauthorized release of such information may make me subject to legal and/or disciplinary action.
9. My obligation to safeguard patient confidentiality continues after I am no longer a UC Irvine Health workforce member.

I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms. I understand that violation of this Agreement may result in violation of state and/or federal law, and may subject me to disciplinary action, up to and including termination from employment or affiliation with the University of California, and possible criminal and/or civil action.

Dated: _____ Signature: _____

Department: _____ Print Name: _____