

## PRIVACY & CONFIDENTIALITY

All employees of Anders Group, corporate and clinical, are expected to adhere to policies with regard to Health Insurance Portability and Accountability Act (HIPAA) regulations and confidentiality requirements set forth by Anders Group and any facility the employee is assigned.

Protected health information (PHI) is defined as any information, including demographic information, collected from an individual that (a) is created or received by a health care provider, health plan, employer or health care clearing house; 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 for health care to an individual and identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

It is the policy of Anders Group that all employees comply with the following:

1. Will maintain and protect the privacy of all business information related to Anders Group and any healthcare facility.
  2. Will maintain and protect the privacy of all protected health information relating to employees and/or patients.
  3. Will follow the HIPAA policy and procedure as defined by Anders Group and, for clinical employees, by each individual health care facility the healthcare provider may be assigned during employment with Anders Group.
  4. Will not remove any employee information from the company or patient information from the healthcare facility.
  5. Will not misuse confidential information and will only access information that is necessary for the employee to do his/her job. Confidential information, including protected health information, will not be used or disclosed in any manner (verbal, written, electronic) unless required to do so in order to provide appropriate and necessary care to the patient or as necessary to secure an assignment for a clinical employee.
  6. Will not share any employee or patient protected health information with any corporate employee of Anders Group or other clinical staff employed by Anders Group unless it is a necessary part of the job.
  7. Will not share, alter, or destroy any confidential information unless it is a necessary part of the job. If it is necessary, the employee will follow the correct procedure as directed by Anders Group management or management at the assigned facility.
  8. Will keep any computer password secret and will not share it. The employee is responsible to protect his/her password or other access to confidential information. The employee understands that use of an electronic system at Anders Group or an assigned facility may be periodically monitored and audited to ensure compliance with the law.
  9. Will only print or download information from any computer system with it is necessary for legitimate work related purposes. The employee is responsible for this information until it is properly disposed of or filed.
  10. Will immediately report to appropriate management personnel at the company or assigned facility if the employee suspects anyone is misusing confidential information or is using his/her password. Anders Group will not tolerate any retaliation against the employee for making such a report.
  11. Will acknowledge that any confidential information learned on the job does not belong to the employee and he/she has no right or ownership to it. Access to confidential information may be removed by Anders Group or the facility the employee is assigned to at any time.
  12. Will, upon termination of employment with Anders Group or of assignment with any healthcare facility, promptly return any Anders Group or facility documents or data containing Anders Group or that facility's confidential information or data that is in the employee's possession or control.
- Failure to comply with each term in this policy may result in disciplinary action up to and including termination of assignment and/or employment with Anders Group.

## **NOTICE OF PRIVACY PRACTICES**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO YOUR INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

The Anders Group is required by law to maintain the privacy of your protected health information, give you notice of our legal duties and privacy practices with respect to your protected health information and follow the terms of the notice that is currently in effect. Anders Group is committed to protecting your health information. As part of your employment we must maintain an employee record on you to comply with certain legal, regulatory and facility specific requirements. This notice applies to all medical information & records we have on file on you. The facility where you are assigned to work may have additional or different policies or notices regarding the facility's use and disclosure of the medical information we provide them as part of your agreement to work at the facility. Protected health information includes demographic and medical information that concerns the past, present, and future physical or mental health of an individual. Protected health information contains specific information that identifies a person or can be used to identify a person. This notice describes our organization's practices and that of any employees authorized to enter or view information in your employee file. We expect all entities and persons who we have disclosed your medical information, to abide by all laws and regulations regarding the protection of your protected health information.

### **How We May Use and Disclose Your Medical Information**

**For Company Operations** – The use and disclosure of your medical information are necessary to run the company and meet contracted facility requirements regarding the health status of temporary staff. Anders Group uses your medical information to determine whether or not you meet Anders Group as well as individual contracted facility health status requirements of healthcare providers. Your health information may be used to secure a contracted position for you at a facility.

**Appointment Scheduling and Reminders** – We may use and disclose medical information about you when contacting you to set up appointments or reminders for medical testing and/or care at a healthcare facility. **As Required By Law** – We will disclose your PHI when required to do so by federal, state or local law. **To Avert a Serious Threat to Health or Safety** – We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

### **Special Situations for Use and Disclosure**

**Workers' Compensation** – We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

**Lawsuits and Disputes** – If you are involved in a lawsuit, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request (which may include written notice to you) or to obtain an order protecting the information requested.

**Law Enforcement** – We may release medical information if asked to do so by a law enforcement official:

1. In response to a court order, subpoena, warrant, summons or similar process;
2. To identify or locate a suspect, fugitive, material witness or missing person;
3. About the victim of a crime if, under certain circumstance, we are unable to obtain the person's agreement;
4. About a death we believe may be the result of criminal conduct;
5. In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

## Your Rights Regarding Your Medical Information

You have the following rights regarding the medical information we maintain about you:

1. Right to Inspect and Copy – You have the right to inspect and copy medical information that may be used to make decisions about your placement at healthcare facilities. You must submit your request in writing to:

### Anders Group

P.O. Box 165177  
Irving, TX 75016-5177

If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other administrative and supply costs associated with your request.

2. Right to Amend – If you feel that the medical information we have about you is incorrect or incomplete; you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the company. To request an amendment, your request must be made in writing and submitted to:

### Anders Group

P.O. Box 165177  
Irving, TX 75016-5177

We may deny your request for an amendment, if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend the information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment,
- Is not part of the medical information kept by or for Anders Group
- Is not part of the information which you would be permitted to inspect and copy or,
- Is accurate and complete.

Even if you deny your request for amendment, you have the right to submit a written addendum, not to exceed 250 words, with respect to any item or statement in your record you believe is incomplete or incorrect. If you clearly indicate in writing that you want the addendum to be made part of your medical record, we will attach it to your records and include it whenever we make a disclosure of the time or statement you believe to be incomplete or incorrect.

3. Right to a Paper Copy of this Notice – You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, thereof” includes any process variation for which a recurrence would carry a significant change of a serious adverse outcome. Some examples of sentinel events to be reports (list not all inclusive) ○ Any patient death, paralysis, coma, or other major permanent

- A patient fall that results in death or major permanent loss of function as a direct result of the injuries sustained in the fall.
- Any intrapartum (related to the birth process) maternal death.
- Any perinatal death unrelated to a congenital condition in an infant have a birth weight greater than 2,500 grams.
- Suicide of any patient receiving care, treatment and services in a staffed around-the-clock care setting or within 72 hours of discharge
- Unanticipated death of a full-term infant
- Abduction of any patient receiving care, treatment and services
- Discharge of an infant to the wrong family
- Rape
- Assault, homicide, or other crime resulting in patient death or major permanent loss of function.
- Hemolytic transfusion reaction involving the administration of blood or blood products having major blood group incompatibilities

- Surgery on the wrong patient or wrong body part
- Unintended retention of a foreign object in a patient after surgery or other procedure
- Severe neonatal hyperbilirubinemia
- Prolonged fluoroscopy or any delivery of radiotherapy to the wrong body region

## MISCELLANEOUS

1. You are an employee of the Anders Group and you report to both the Anders Group and the designated supervisor(s) at the assigned facility.
2. Anders Group clinical staff will represent the Anders Group in a professional, positive manner at all times.
3. Keep the Anders Group informed at all times if you are in any way dissatisfied with your assignment. Any issue(s) you are concerned about should first be brought to the attention of the assigned facility supervisor or designee for resolution. If resolution does not occur, you are expected to contact the Anders Group to discuss your issues. Anders Group staff will work with you and the facility management to work towards a resolution.
4. Complete assignment as defined in assignment agreement. Early agreement terminations will only be considered in extreme circumstances and a penalty fee may apply.
5. Complete & return all required documentation promptly, prior to beginning assignment and/or upon compliance requirement expiration.
6. Attend facility orientation & other required training for each facility assigned.
7. You are responsible for maintaining your own clinical, licensing, certification, health and/or mandatory education requirements.
8. Comply with all federal, state and local laws and regulations
9. Accept only assignments for which you are qualified.
10. Communicate in a respectful manner at all times with Anders Group staff and with management, staff, patients and family of patients of assigned facility.
11. Do not refer a patient/resident to a specific attorney or law firm for legal assistance.
12. Do not discuss any components of compensation with anyone at facility.
13. Follow all Anders Group and assigned facility policy and procedures.
14. Report any security incidents, including property damage to the Anders Group
15. Report any concerns about patient safety and concern to appropriate management at assigned facility and the

Anders Group as appropriate. If concerns cannot be resolved by either facility or the Anders Group employee is encouraged to contact Joint Commission's Office of Quality Monitoring by calling (800) 994-6610 or emailing [complaint@jointcommission.org](mailto:complaint@jointcommission.org). No punitive action will be taken for reporting any events or concerns related to patient safety or quality of patient care.