

**GREATER LANSING** 

## ACCESS AND CONFIDENTIALITY AGREEMENT

Name of Workforce Member:\_\_\_\_\_

(Print your name legibly)

Department/Position Title:\_\_\_\_\_

Employee/Badge Number (if applicable):\_\_\_\_\_

## "Confidential/Proprietary Information and/or PHI" includes information relating to:

- A. Any individuals' Protected Health Information (PHI), which is defined in the HIPAA Regulations as any information that identifies an individual and is created or received by a healthcare provider, health plan, or healthcare clearinghouse, is transmitted or maintained in any medium (including electronic, paper, oral, etc.), and relates to the past, present or future physical or mental health condition, or payment for the provision of care (including medical records, conversations, admitting information, patient financial information, etc.);
- B. Employees (including medical records, compensation, benefits, employment records, and disciplinary actions);
- C. McLaren Health Care's, McLaren-Greater Lansing's or McLaren Orthopedic Hospital's (jointly "McLaren") specific information (including financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, technology, source code, etc.); and
- D. Proprietary third-party information (including computer programs and technology, client or vendor information and source code).

## I understand and acknowledge:

- 1. That as a member of the workforce (employees, physicians, contracted personnel, residents, interns, students, volunteers, agents, and other individuals authorized to act on behalf of McLaren) I may learn of, or have access to, Confidential/Proprietary Information and/or PHI through computer systems (including patient care systems, financial systems, etc.) or through my employment.
- 2. It is my responsibility to use Confidential/Proprietary Information and/or PHI only as minimally necessary to perform my legitimate job duties, as well as safeguard and limit access to any Confidential/Proprietary Information and/or PHI in any medium (including written, oral or electronic formats).
- 3. It is my responsibility to safeguard and not share my sign-on, password and/or authorization parameter (hereinafter jointly referred to as "access code") for accessing Confidential/Proprietary Information and/or PHI.
- 4. It is my responsibility to protect any and all Confidential/Proprietary Information and/or PHI obtained while performing my legitimate job duties, even after my employment/association with McLaren has ended.
- 5. That McLaren may routinely monitor and audit my access to information regarding, but not limited to employees, physicians, patients, public figures, VIPs, relatives, etc. to verify the appropriateness of my access to such information as it relates to my legitimate job duties.
- 6. It is my responsibility to sign-off any computer or system when I have completed my task, will be leaving the area or no longer require access.
- 7. That I am not to allow another individual to access system(s) using my access code and that I am responsible for all activity logged under my access code.
- 8. It is my responsibility to use the e-mail system in ways consistent with the E-Mail, Internet Use and Standards policy(ies).
- 9. It is my responsibility to notify my supervisor immediately if I suspect or learn that my access code(s) or any Confidential/Proprietary Information and/or PHI has been inappropriately used or disclosed.
- 10. That McLaren may, at any time, revoke my access code(s) to any system to which I have access.
- 11. That I am required, at all times, to comply with all McLaren policies and procedures, Standards of Conduct, etc.
- 12. That I must protect the confidentiality of all Confidential/Proprietary Information and/or PHI that I encounter during my employment even after my relationship with McLaren ends.
- 13. That a violation of my responsibilities as discussed above may independently constitute a violation of applicable criminal/civil laws.

I have received training and understand my responsibility to protect the Confidential/Proprietary Information and/or PHI created and/or maintained by McLaren that I have access to or encounter while performing my job duties.

Date:\_\_\_\_\_ Workforce Member Signature:\_\_\_\_\_