



1215 East Michigan Avenue
P.O. Box 30480
Lansing, Michigan 48909-7980

Acknowledgement of UM Health-Sparrow System Confidentiality and Security Obligations and/or Conditions

As a caregiver, physician, healthcare provider, contractor, temporary employee, student or volunteer of a UM Health-Sparrow System entity, you may have access to confidential information including patient, financial or business information obtained through your association with UM Health-Sparrow. The purpose of this Acknowledgment is to help you understand your personal obligation regarding confidential information.

Confidential information includes any information about a person's past, present, or future physical or mental health; the health care services provided to the individual or payment information related to such services, that identifies the individual or provides enough information that there is a reasonable basis to believe the information could be used to identify the individual.

Confidential information is valuable and sensitive and is protected by law and by strict UM Health-Sparrow System policies. State law and the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH rule, require protection of confidential health information. **Inappropriate disclosure of confidential health information regarding patients may result in the imposition of fines on UM Health-Sparrow System of up to \$250,000 and ten years imprisonment per incident.**

Accordingly, by signing this Acknowledgement and, having as a condition of and in consideration of my access to confidential information whether in oral, paper, electronic, or any other form, I acknowledge the following obligations and conditions of employment:

1. I am only allowed to access confidential information for which I have a legitimate need to know as part of my job responsibilities at UM Health-Sparrow and am only allowed to access information systems for which I am an authorized user. I am prohibited from removing any confidential information from Sparrow premises in any media including paper, magnetic disk, compact disk, video, recording, etc. without the express written permission of an authorized officer of UM Health-Sparrow System. In addition, if I have remote access to UM Health-Sparrow System information systems, I will not download or transfer any confidential files or data to my home personal computer.
2. I am prohibited from using or connecting to the personal computer assigned to me by UM Health-Sparrow System, any equipment, modem, other hardware, or software without the prior written approval of UM Health-Sparrow System Network & Infrastructure – Information Technology.
3. **I am allowed only to access the Internet through the UM Health-Sparrow System computer network firewall.**
4. **I am prohibited from discussing confidential information in any location at UM Health-Sparrow where it is likely that the conversation can be overheard by people who do not have a legitimate need to know the confidential information in order to perform their job responsibilities at UM Health-Sparrow. I am required to return all recorded confidential information to its authorized, secure location in UM Health-Sparrow System when I am done with it. I am prohibited from in any way divulging, copying, releasing, selling, loaning, reviewing, altering or destroying any confidential information unless expressly permitted by existing policy or as properly approved in writing by an authorized officer of UM Health-Sparrow System within the scope of my association with UM Health-Sparrow System entities.**
5. I am prohibited from utilizing another person's password in order to gain access to any information system. I am prohibited from revealing my computer access code to anyone else unless a confirmed request for access to my password has been made by Information Services and I am able to confirm the legitimacy of the request and the requestors. I am required to change my password immediately after it is disclosed to anyone. **I am personally responsible for all activities occurring under my password.**
6. If I observe or have knowledge of unauthorized access or divulgence of confidential information, I am obligated to report it immediately to my supervisor or to I.T. Information Security.
7. I am prohibited from seeking personal benefit or permitting others to benefit personally by any confidential information that I may have access to.

UM HEALTH-SPARROW SYSTEM

Acknowledgement of SHS Confidentiality and Security Obligations and/or Conditions

8. I acknowledge and recognize that I am prohibited from operating any software on the personal computer assigned to me by UM Health-Sparrow System, other than those programs provided to me by Information Services, without the prior written approval of my supervisor.
9. I acknowledge that all information, regardless of the media on which it is stored (paper, computer, videos, recorders, etc.), the system which processes it (computers, voice mail, telephone systems, faxes, etc.), or the methods by which it is moved (electronic mail, face to face conversation, facsimiles, etc.) is the property of UM Health-Sparrow System and shall not be used inappropriately or for personal gain. I also acknowledge that all electronic communication shall be monitored and subject to internal and external audit.
10. I acknowledge that my failure to fulfill the obligation or conditions in this Acknowledgment may result in disciplinary action, which might include, but is not limited to, termination of employment or, loss of my privileges within UM Health-Sparrow System or other legal action.

By my signature below, I acknowledge that UM Health-Sparrow System has an active on-going program to review records and transactions for inappropriate access and I acknowledge that inappropriate access or disclosure of confidential information contrary to or inconsistent with the conditions described in this acknowledgement can result in penalties up to and including termination of my employment and/or legal action against me.

Signature

Date & Time

Printed Legal Name