

**Confidentiality Agreement**

This Confidentiality Agreement ("Agreement") is made and entered into by and between Provena Health, including its subsidiaries and operating units ("Provena Health"), and the individual whose name is set forth at the end of this Agreement ("Individual") as of the date set forth below. For and in consideration of Individual's access to and use of the Confidential Information (defined below), and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Individual agrees as follows:

1. Individual acknowledges and agrees that, by virtue of Individual's association with Provena Health, through employment, consultation, or otherwise, Individual may be granted access to certain Confidential Information of or about Provena Health, its patients, and others. For the purposes of this Agreement, "Confidential Information" means: Protected Health Information (defined below), all other information and data relating to Provena Health's patients, practitioners, business operations (including, but not limited to, billing procedures, forecasts, projections, fee schedules, and accounting information), personnel, suppliers, quality services, legal or regulatory matters, management, strategic and business development plans, systems, programs, documentation, trade secrets, techniques, and know-how, any information, data, or materials marked or noticed by Provena Health as confidential, regardless of whether constituting a trade secret or proprietary in nature, which are of value to Provena Health, and any educational records of students. "Protected Health Information" shall mean health-related information that identifies, or that provides a reasonable basis to identify, any individual or that is otherwise protected by law.

2. Individual acknowledges that, as between Individual and Provena Health, Provena Health shall retain ownership of all right, title, and interest in and to the Confidential Information, including, but not limited to, any and all copyright, patent, trademark, trade secret, and other intellectual property rights thereto worldwide, and that no such rights are transferred to Individual hereunder or by virtue of Individual's access to the Confidential Information.

3. Individual shall not, directly or indirectly, use, disclose, copy, distribute, republish, or allow access to any Confidential Information, except as expressly permitted herein.

4. Individual shall access, use, and disclose the Confidential Information solely as specifically required by Individual's duties for Provena Health. In the event Individual is a provider of medical services or any other person who furnishes health care services or supplies (a "Health Care Provider"), Individual acknowledges and agrees that Individual's use and disclosure of Protected Health Information shall be limited to that required (a) to facilitate treatment of the patient, (b) to facilitate payment for health care services rendered, and (c) for internal quality oversight review; except that the Health Care Provider shall not be permitted to disclose psychotherapy notes regarding a patient unless prior written authorization is first obtained from the patient. Individual shall, in accessing, using, and disclosing Confidential Information, comply with Provena Health's security policies related to the use of such Confidential Information and shall refrain from using or disclosing more than the minimum necessary Confidential Information to accomplish the intended purpose of the use or the disclosure.

5. Subject to Section 6, below, Individual may disclose Confidential Information if so required by law (e.g., by court order or subpoena), except that, if requested by Provena Health, Individual shall request that the appropriate court or governmental body seal all records that contain any Confidential Information.

6. Upon learning (a) of any unauthorized disclosure or use of Confidential Information, (b) of any security incident or issue, or (c) that it is required by law to disclose Confidential Information, Individual agrees to notify Provena Health immediately, and to cooperate fully with Provena Health, to protect the confidentiality of the Confidential Information.

7. Upon request of Provena Health, or upon termination of Individual's association with Provena Health, whether through termination of employment, termination of engagement, or otherwise, Individual shall return to Provena Health all Confidential Information that Individual then maintains in any form, without retaining any copy thereof. To the extent return is not feasible, Individual shall extend the protections of this Agreement to such Confidential Information, only using or disclosing it for such purposes as make return infeasible.

8. Individual acknowledges and agrees that any breach of this Agreement will cause immediate and irreparable injury to

Provena Health, that monetary damages will be inadequate to compensate for such breach, and that, in the event of such breach, Provena Health shall be entitled to obtain injunctive relief and to pursue any other remedies available at law or in equity.

9. Individual shall maintain such safeguards, and engage in such practices, as are consistent with the policies of Provena Health and sufficient to ensure the confidentiality, integrity, and availability of the Confidential Information, including, but not limited to, engaging in the following practices, as applicable:

a. not making inquiries, or providing access, with respect to Confidential Information for individuals who do not have proper authority;

b. not disclosing any computer passwords or access codes or numbers to others;

c. not making any unauthorized transmissions, copies, inquiries, modifications, or deletions of Confidential Information or any other data maintained by Provena Health;

d. logging off from any computer or access terminal prior to leaving it unattended, unless an appropriate security mechanism is activated (e.g. screensaver).

e. complying with any other policies and practices that Provena Health may establish or institute from time to time.

10. Individual acknowledges and understands that all access to and use of Provena Health's information systems will be monitored.

11. Individual acknowledges and agrees that Provena Health shall have the right, in its sole discretion, to terminate Individual's access to the Confidential Information, and to terminate any underlying agreement or relationship pursuant to which Individual required or was otherwise given access to such Confidential Information, including, but not limited to, any employment or consulting agreement, or other similar arrangement, if Individual breaches the terms of this Agreement. Nothing in this paragraph shall be construed as limiting Provena Health from seeking any other remedies or damages in the event of such a breach, whether in law or in equity.

12. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Illinois and the regulations adopted under the Health Insurance Portability and Accountability Act of 1996; as such laws, such Act, and such regulations are amended and supplemented. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect.

13. This Agreement represents the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to such subject matter, except that, if Individual has executed, or executes, a business associate agreement with Provena Health, the terms of the business associate agreement shall prevail and control in the event and to the extent of a conflict or inconsistency with this Agreement.



**Signature** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_