

**Franciscan Alliance, Inc. (“FA”)
Workforce Confidentiality Agreement (“Agreement”)**

PRINT FULL NAME OF WORKFORCE MEMBER HERE: _____

1. **Definitions.** For purposes of this Agreement, the following capitalized terms are defined as follows:
 - a. **Access** means, the acquisition and the ability or the means necessary to read, write, modify, communicate, transmit, store, destroy or otherwise have access to Confidential Information or otherwise make use of any source, in any form or medium, that contains Confidential Information.
 - b. **Applicable Requirements** means all applicable laws, regulations and the then-current policies, procedures, standards and other requirements of FA.
 - c. **Confidential Information** means, any and all confidential, proprietary, privileged or otherwise protected information that has a special and unique nature and value to FA. This Information shall include but not be limited to oral, observed, written, or electronic information, including, but not limited to, protected health information, personal information, computerized information systems, systems software, and the use of electronic media, portable computing devices, equipment and information that is created, received, used for or on behalf of FA, their customers, or external vendors. This Information also includes, but is not limited to information related to design, programming techniques, security techniques, flow charts, source codes, object code, software, documentation, patient lists, or any other hospital, business, patient, physician, or employee data.
 - d. **Workforce** means, any employee, leased employee, agency staff, Medical Director, Licensed Health Professional student, volunteer or other person whose conduct, in the performance of their duties, would be under the direct supervision and control of FA, whether compensated or not. *Workforce excludes any individual who qualifies as Medical Staff and who is not otherwise employed by FA, a Business Associate or a Business Visitor of FA.*
2. **Access to Confidential Information.** I, the above named member of the Workforce, hereby acknowledge that in and as a result of my relationship to FA:
 - a. I may have Access to certain Confidential Information but only for legitimate business purposes;
 - b. I may use FA Internet, e-mail and other technology services for legitimate business purposes with only minimal personal use; and
 - c. I grant FA the right to review any such Access or use under this Section 2(a) and 2(b) at any time and agree that any such inappropriate or unauthorized Access or use could cause substantial harm to the resources, relationships and reputation of FA for which I would be ultimately responsible.
3. **General Covenants and Conditions.** At all times, I agree to conduct myself and perform all of my assigned duties, responsibilities and related services in a manner which supports the philosophy of FA at all times. I further agree that I will not, at any time, during or following the term of my FA relationship, directly or indirectly, Access any such Confidential Information without the prior express written consent of an authorized FA representative, except to the extent permitted by law, regulation and FA policies, procedures, standards and other applicable requirements (“Applicable Requirements”). All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Indiana. By signing this Agreement, I hereby agree that, both during or following the term of my FA relationship, my obligations shall include, but are not limited to, the following:
 - a. Accessing any and all Confidential Information of FA only for legitimate business purposes in accordance with Applicable Requirements;
 - b. Using FA Internet, e-mail and other technology only for legitimate business purposes and for minimal personal use in accordance with Applicable Requirements;
 - c. Safeguarding all Confidential Information from any inappropriate or unauthorized Access;
 - d. Informing the Vice President of Medical Affairs, the Privacy Officer, the Corporate Information Security Officer, or any combination of these individuals, if I have reason to believe that any person may have inappropriate or unauthorized Access to Confidential Information;

**Franciscan Alliance, Inc. ("FA")
Workforce Confidentiality Agreement ("Agreement")**

- e. Granting FA the right to review my Access to Confidential Information or other use of FA Internet and other technology services; and
 - f. Returning any and all Confidential Information in my possession to FA upon any termination or other expiration of my relationship with FA.
4. **Violations.** I acknowledge that any inappropriate or unauthorized Access to Confidential Information is a serious violation and shall result in prompt investigation and sanctions, including but not limited to termination of my FA relationship and initiation of any and all possible civil and/or criminal penalties or remedies in accordance with Applicable Requirements. All such sanctions shall be implemented at the sole discretion of FA.
5. **Effective Dates; Amendments.** This Agreement shall remain in effect both during and following any termination or other expiration of my FA relationship, for any reason, in order to safeguard all Confidential Information and to protect the resources, relationships and reputation of FA.

I understand that by signing this agreement I must only use and access information that is needed to perform my job duties, and inappropriate use or disclosure of information on my part may result in legal action, including personal liability.

I have been provided with a copy of this Agreement which I have read, understood, signed and agreed to comply with in all respects and at all times.

Signature _____ Date _____

Printed Name _____ Middle Initial _____

Job Title/Position _____

Department _____

Employee ID _____

Last 4 numbers of Social Security Number: _____

Home Street Address _____

City _____

State _____ Zip _____

Home Phone Number (____) _____ - _____

Date of Birth (mm\dd\yyyy) ____________

(If applicable) Company Name _____

Address _____

City _____ State: _____ Zip Code: _____