

**MOWERY CLINIC, LLC**  
**CONFIDENTIALITY AGREEMENT**

As used herein, the following terms shall have the following meanings:

1. **“Confidential Information”** includes any information, regardless of the manner in which it is communicated or maintained (e.g., oral, paper, electronic), received by the Mowery Clinic, LLC (“Mowery Clinic”), or any of its agents that falls into one or more of the following categories:
  - a. **Protected Health Information (PHI):** Information relating 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 of health care to an individual. Protected Health Information includes demographic information, *e.g.*, names, address, telephone number, employer, date of birth, next of kin, social security number and other identification numbers.
  - b. **Personnel Information:** Information relating to a person’s status as a member of Mowery Clinic’s workforce, including but not limited to compensation, employment records, accommodations, performance reviews, and disciplinary actions.
  - c. **Business Operations Information:** Information relating to Mowery Clinic’s business operations, including but not limited to financial and statistical records, strategic plans, internal reports, memos, contracts, pricing, staffing levels, supplier information, remote site information, peer review information, communications, proprietary computer programs, source code, and proprietary technology.
  - d. **Third Party Information:** Information belonging to a third party utilized by Mowery Clinic for limited purposes pursuant to an agreement with the third party, including, but not limited to computer programs, client and vendor proprietary information source code, and proprietary technology.
2. **“Receive,” “Receiving,” and “Receipt”** means, with respect to Confidential Information, to come into possession, custody, or control; to perceive; to create; to gain the ability to come into possession, custody, or control; or to gain the ability to perceive Confidential Information in whatever form (oral, visual, written, electronic, or otherwise).
3. **“Use”** means, with respect to confidential information, accessing, reviewing, employing, applying, utilizing, examining, or analyzing such information, or sharing or discussing such information with other members of Mowery Clinic’s workforce.

4. **“Disclose”** means, with respect to confidential information, release, transfer, provision of access to, or divulging in any other manner such information to a person or entity who is not a member of Mowery Clinic’s workforce.
5. **“The Group’s Workforce”** includes physician practitioners, employees and other persons whose conduct, in the performance of work for Mowery Clinic, is under the direct control of Mowery Clinic, whether or not they are compensated by Mowery Clinic for such services. Independent contractors with which Mowery Clinic has entered into agreements are not part of its workforce.
6. **“Computer Systems”** includes computer files, computer hard drives, local area network, wide area network, mainframe, electronic mail, internet access, intranet access, electronic medical records, and electronic order entry.

In performing your job duties, you may receive or create Confidential Information. As a condition of and in consideration of your receipt of Confidential Information, you agree to the following:

1. You understand that you have no right or ownership interest in any Confidential Information which you may receive. Mowery Clinic may, at any time and for any reason, revoke your password, access code, or any other authorization you have that allows you to receive Confidential Information in any form.
2. You understand that your obligations under this Agreement will continue after termination of your relationship (employment or otherwise) with Mowery Clinic. You understand that your privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
3. The use and disclosure of Confidential Information is governed by Federal and State laws and regulations as well as Mowery Clinic’s policies and procedures. The purpose of these specific requirements is to help assure that Confidential Information remains confidential, *i.e.*, such information shall be used and disclosed only as necessary to accomplish Mowery Clinic’s mission of providing medical care to it’s patients. You shall be familiar with and adhere to all of these requirements concerning Confidential Information.
4. You shall actively participate in educational opportunities made available to you concerning proper safeguards for Confidential Information and uses and disclosures of Confidential Information as part of your job duties.
5. If you have any question concerning whether certain information constitutes Confidential Information, you shall bring the matter to your supervisor, the clinic’s administrator, the Clinic’s Privacy Officer or his designee for direction. Questions to the Privacy Officer should be initially directed to the Privacy Coordinator at (785) 822-0251.

6. You shall access, use, and disclose Confidential Information only to the extent necessary to perform your assigned job duties. Such access, use, and disclosure shall be in a manner consistent with applicable Mowery Clinic policies and procedures. Your use or disclosure of Confidential Information for any reason other than the performance of your assigned job duties or your failure to conform to applicable policies and procedures shall constitute misuse of Confidential Information. You understand that any misuse of Confidential Information may be grounds for discipline (up to and including termination of your employment or other relationship with Mowery Clinic) and/or the initiation of legal action against you.
7. Mowery Clinic is committed to protecting the privacy of those persons for whom it provides services. To fulfill its commitment, Mowery Clinic prohibits members of its workforce from discussing any information relating to patients except as necessary to perform their specific job duties. You shall not discuss or disclose protected health information to any person except as needed to perform your specific job duties. You shall not engage in casual conversations concerning the fact that a person is or has been a patient of Mowery Clinic or concerning any information relating to such persons, e.g., diagnosis, procedures, outcome, payment.
8. If you have any questions concerning whether your assigned job duties permit you to use or disclose certain Confidential Information in a particular manner, you shall bring the matter to your supervisor, the administrator, or Mowery Clinic's Privacy Officer for direction. If you have any questions concerning the application of a particular policy or procedure to a particular use or disclosure of Confidential Information, you shall bring the matter to your supervisor, the administrator, or Mowery Clinic's Privacy Officer for direction.
9. You shall appropriately safeguard Confidential Information so as to prevent any inappropriate use or disclosure of such information. If you have reason to believe the confidentiality of information may have been compromised, you shall report such concerns to your supervisor, the administrator, or Mowery Clinic's Privacy Officer as soon as possible.
10. In performing your job responsibilities, you shall not knowingly include or cause to be included in any record or report a false, inaccurate, or misleading entry. Nor shall you make or cause to be made any false, inaccurate, or misleading statement to any person. If you become aware of false, inaccurate, or misleading information contained in any record or report, or a false, inaccurate, or misleading statement, you shall report the matter to your supervisor and cooperate in taking all steps necessary to correct the record, report, or statement pursuant to Mowery Clinic policies and procedures.
11. You shall comply with Mowery Clinic policies and procedures concerning the alteration, deletion, or destruction or communication of Confidential Information in any form. If you have any questions concerning such policies and procedures, you

shall bring the matter to your supervisor for direction. If you have any reason to believe such policies and procedures have been violated, you shall report such concerns to your supervisor, the administrator, or Mowery Clinic's Privacy Officer as soon as possible.

12. You understand that Mowery Clinic may monitor each and every time its computer systems are accessed. You understand that any action you take in these computer systems may be tagged with your unique identifier as established in your user profile, and such actions may be traced back to you.
13. You shall safeguard and shall not disclose to any person your computer password, access code, or any other authorization you have that allows you to access Mowery Clinic's computer systems. You shall be responsible for all activities undertaken using your password, access code, and other authorization, and you shall be responsible for any misuse or wrongful disclosure of Confidential Information resulting from the use of your password, access code, or other authorization. You shall not utilize any other person's computer password, access code, or any other authentication to access any computer system.
14. If you have reason to believe the security of your computer password, access code, or any authorization you have that allows you to access Mowery Clinic's computer systems has been compromised, you shall report such concerns to your supervisor as soon as possible.
15. You shall respect the ownership of proprietary software. For example, you shall not make unauthorized copies of any software for your own use, even if the software is not physically protected against copying, nor shall you operate any non-licensed software on any computer provided by Mowery Clinic.

By signing this document, you certify that you have reviewed the foregoing Confidentiality Agreement, have been provided with an opportunity to ask questions concerning its terms, and understand the duties and obligations it imposes on you. You hereby agree to the duties and obligations as stated in this Confidentiality Agreement. You understand that this signed and dated document will become part of your permanent personnel record or other credentialing file.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date