

WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER
CONFIDENTIALITY AND NONDISCLOSURE ACKNOWLEDGMENT

Wake Forest University Baptist Medical Center and its affiliates and subsidiaries (collectively "WFUBMC") creates, develops, receives, maintains, transmits, and transacts confidential, proprietary, and trade secret information to achieve its clinical, research, and educational missions ("Confidential Information").

WFUBMC's Confidential Information includes Protected Health Information ("PHI"), education records, fiscal records, research records, computer system records, and other management information deemed confidential for business purposes as further defined by WFUBMC's Confidentiality of Information Policy or as specified in the agreement WFUBMC has with you or your employer for your services.

During and in consideration of my engagement with WFUBMC, I understand, acknowledge, and agree to the following terms of this Confidentiality and Nondisclosure Acknowledgment (" Acknowledgment"):

1. I may be required to access, use, create, develop, receive, maintain, transmit, transact, and/or disclose (collectively "Activity") Confidential Information.
2. I will limit my Activity involving Confidential Information to what is necessary for me to perform my services and to what is an appropriate, permitted, and approved purpose (collectively "Acceptable Purpose"). My Activity involving Confidential Information will not be for any other purpose.
3. I recognize that any Activity that involves or relates to Confidential Information that is not for an Acceptable Purpose is unauthorized ("Unauthorized").
4. During and after my engagement, I will hold Confidential Information in the strictest confidence and will not divulge any Confidential Information to any other firm, entity, institution, or person without proper authority.
5. My Activity may require me to share Confidential Information with WFUBMC employees, contractors, advisors, consultants, and other WFUBMC approved resources or personnel and I will do so on an authorized "need to know" basis only.
6. I recognize that Confidential Information constitutes a valuable, special, and unique asset of WFUBMC. I further recognize and agree that all Confidential Information, in any physical, electronic, or other format, to which I am exposed is the exclusive property of WFUBMC and shall be returned to WFUBMC, including all copies thereof, upon termination of my engagement or as otherwise directed by WFUBMC.
7. I understand that, as part of my role and as related to my services, I may receive confidential information from third-party individuals, providers, or entities, which may include confidential information available through (a) Epic's Care Everywhere; (b) federal, state, and other health information exchanges; and (c) other databases (collectively "Third-Party Confidential Information"). I agree that my Activity involving or related to Third-Party Confidential Information shall only be for an Acceptable Purpose and shall be conducted in accordance with the terms of this Confidentiality Acknowledgment and WFUBMC's policies and procedures. I agree to protect Third-Party Confidential Information as I would WFUBMC's Confidential Information under this Acknowledgment.
8. My Activity will abide by and follow WFUBMC's applicable policies and procedures. Activities addressed under such policies and procedures include but are not limited to the following:
 - I will not discuss Confidential Information in areas where others who do not have a need to know the Confidential Information may overhear the conversation (e.g. hallways, elevators, cafeterias, shuttle buses, public transportation, restaurants, and social events).
 - I will not engage in Activity involving or related to Confidential Information for other persons or employees who do not have the authorization to access the Confidential Information themselves.
 - I understand that passwords and other security credentials are Confidential Information and as such will not share them and will protect them as Confidential Information. I will inform my WFUBMC Sponsor

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and Information Technology and Services if I know or have reason to believe someone knows, is or may be using my passwords or security credentials.

- I will log off, lock, or restart my computer prior to leaving it unattended and understand that all of my computer Activity, including e-mails and Internet use, is subject to auditing or monitoring by WFUBMC.
 - I will encrypt all emails, file transfers, and other electronic transmissions that contain Confidential Information in accordance with the Information Security and Encryption Policies.
 - I will immediately, or as soon as practical, inform my WFUBMC Sponsor, or other appropriate personnel of any known or suspected unauthorized disclosure, misuse, or breach of Confidential Information of which I reasonably believe occurred and will immediately, or as soon as practical, report if any Confidential Information is lost or stolen.
 - I understand that copying and/or storing Confidential Information on any personal or non-WFUBMC controlled device is strictly prohibited. I agree that my electronic Activity shall only be performed on a WFUBMC controlled device. I will only store Confidential Information on removable disk media (e.g. CD's, DVD's, USB/flash drives, etc.) when necessary and then only in an encrypted and approved manner.
 - I understand that public (i.e. non- WFUBMC) wired and wireless networks should not be considered secure for any reason. Therefore, whenever I am connected to a computer network other than WFUBMC's, I will only use WFUBMC authorized remote access technologies.
9. I will cooperate fully during any review or investigation related to my Activity and my compliance with the terms of this Confidentiality Acknowledgment.
10. I will comply with all applicable federal laws, including but not limited to the Health Information Portability and Accountability Act, as amended ("HIPAA"), the Family Educational Rights and Privacy Act (FERPA), as well as all applicable North Carolina and local laws.
11. I understand that if I violate this Acknowledgment, WFUBMC may terminate my access to Confidential information. . I further understand that I may be subject to any applicable sanctions or disciplinary actions as determined by my or my employer's relationship and agreements with WFBMC, up to and including termination of that relationship or agreement.
12. I understand and agree that this Acknowledgment is governed by North Carolina law and applicable federal laws. I consent to exclusive jurisdiction in the state or federal courts of North Carolina for any claim or dispute arising out of or related to the terms or performance under this Acknowledgment.
13. I understand that a breach of this Confidentiality Acknowledgment will cause irreparable damage to WFUBMC and that such damage will be difficult to quantify monetarily. Accordingly, I permit WFUBMC to obtain an injunction against me, which will prohibit me from breaching this Confidentiality Acknowledgment and I agree that WFUBMC shall not be required to post a bond when seeking an injunction against me.
14. I acknowledge that I have read this Confidentiality Acknowledgment and understand its terms.

_____/_____
Signature Date

_____/_____
Printed Name Date

_____/_____
Name of Organization Date