

NON-DISCLOSURE OF PERSONAL PROTECTED INFORMATION AGREEMENT

This Non-Disclosure of Personal Protected Information Compliance Agreement (hereinafter "Agreement") is entered into by and between _____ (hereinafter "Employee", which also include volunteers) and the Oakland County Sheriff's Office, (hereinafter referred to as "Employer") as of this day the _____ of _____ 20_____, in regard to the following facts:

- A. Employer is a Law Enforcement Agency responsible for obtaining, processing, and retaining Personally Identifiable Information (PII), Protected Health Information (PHI), and Criminal Justice Information (CJI). This information is sensitive and must be safeguarded under various laws and rules and regulations such as The Privacy Act of 1974, Title 18 of the US Code (section 1028d(7), The Health Insurance Portability and Accountability Act of 1996 (HIPAA), FBI CJIS Policy, etc.
- B. In performing their employment duties, Employee acknowledges that they will directly or indirectly gain access to PII, PHI & CJI. Employee further acknowledges that the PII, PHI, & CJI is protected from disclosure by various applicable federal and state laws, rules and regulations such as FBI CJIS Policy and other pertinent statutes and regulations, the violation of which is the basis of both civil and criminal liability.
- C. As a condition of employment, "Employees" and staff members including volunteers must agree to maintain the confidentiality of all PII, PHI, and CJI as set forth in this Agreement.

NOW, THEREFORE, Employee agrees as follows:

- 1. **Term of Agreement.** This agreement shall commence on the date set forth in the first paragraph above and the obligations herein shall continue in effect so long as Employee uses, discloses, creates, or otherwise possesses any PII, PHI, or CJI created or received during their employment with Employer and until all PII, PHI, and CJI created or received during their employment with Employer has been returned to Employer.
- 2. **Use of PII, PHI, and CJI by Employee.** Employee may only use and disclose PII, PHI, and CJI created or received by them during the term of their employment, on behalf of Employer for the purposes of carrying out their duties with the Oakland County Sheriff's Office.
- 3. **Maintenance of Security and Privacy of PII, PHI, and CJI.** Employee hereby agrees to maintain the security and privacy of all PII, PHI, and CJI in a manner consistent with state and federal laws and regulations. Employee further agrees to not use or disclose PII, PHI, and CJI except as expressly permitted by this Agreement, applicable laws or regulations, or departmental policies and procedures, orders, and/or directives given by a Command Officer so long as the directive from a Command Officer is not contrary to laws, rules and regulations, departmental orders, and/or policies and procedures. Employee further agrees to use appropriate safeguards to prevent use or disclosure of PII, PHI, and CJI not permitted by this Agreement, applicable laws or rules and regulations (such as HIPAA, the FBI CJIS policy, etc).
- 4. **Reporting Unauthorized Disclosure of PII, PHI, and CJI.** Employee agrees to immediately report to Employer any unauthorized or inadvertent use or disclosure of PII, PHI,

and/or CJJ by Employee, Employer's other employees, Employer's subcontractors, or any other person or persons which occur while Employee is performing services within the scope of their employment with Employer.

5. **Disciplinary Action Up To and Including Termination of Employment upon Breach of Agreement.** Employer may immediately discipline an employee including taking action that may include termination of Employee's employment if Employer determines that Employee has breached a material term of this Agreement. Employer's remedies for breach of this Agreement are cumulative, and termination of Employee's employment shall not preclude Employer from exercising any other remedy, whether at law, equity, or otherwise.

6. **Return of PII, PHI, and CJJ upon Termination of Employment.** Upon termination of Employee's employment, Employee shall return all PII, PHI, and/or CJJ regardless of the form in which it is being stored, acquired, created, or received by Employee on account of employer or while Employee was performing services within the scope of their employment with Employer. Employee further agrees that they shall retain no copies of any such PII, PHI, or CJJ. The duties of Employee hereunder to maintain the security and privacy of PII, PHI, and CJJ shall survive the termination of Employee's employment with Employer.

MY SIGNATURE BELOW ATTESTS to the fact that I have read, understand, and agree to be legally bound to all of the above terms.

Signed in the state of Michigan, this ____ day of _____, 20_____.

OCSO Employee/Staff Signature

OCSO Employee/Staff Printed Name