

To: ALL \_\_\_\_\_ POLICE DEPARTMENT EMPLOYEES

Date: \_\_\_\_\_ 2020

From: Chief \_\_\_\_\_

### NON-DISCLOSURE AGREEMENT

We are all undergoing very trying and difficult times during the COVID-19 pandemic. Extreme measures have been taken to help ensure your health and wellbeing, as well as the health and wellbeing of the inmates incarcerated at this facility and any future arrestees. To further that protection, we shall follow the guidelines under the **HIPAA Privacy Rule**. This rule authorizes the release of **Confidential Information**, normally protected by HIPAA Rules, to **Law Enforcement Officials** in order to prevent or lessen a serious, imminent threat to the health and safety of individuals or the public. This statute is enforced under federal law, **Sec 45 CFR 164.512(j)(1), 45 CFR 154.512(b)(1)(iv), and 45 CFR 164.512(k)(5)**.

The information received under HIPAA is personal, safety-sensitive, and otherwise highly confidential in nature. This information may be verbal, written, or electronic. **ANY** information received by **ANY** employee of the \_\_\_\_\_ Police Department regarding potential or verified victims of COVID-19 that is provided to the \_\_\_\_\_ Police Department **SHALL** be deemed **Confidential** and is **NOT FOR RELEASE TO THE PUBLIC, or family and friends** of the employee. An investigation **SHALL** be launched for any allegation of release of confidential information regarding COVID-19 patients, or their location, and if found to have merit, the responsible employee(s) **SHALL** be immediately **terminated** from employment. The \_\_\_\_\_ Police Department may seek possible criminal charges, civil penalties, and damages as may be allowed by law. The restrictions of this **Non-Disclosure Agreement** and use of information **SHALL** continue to apply after separation of employment, whether voluntary or involuntary.

By signing below, you agree that you have read, understand, and agree to strictly adhere to the terms of this **Non-Disclosure Agreement**. You further agree and understand that if you are found to be in violation of this **Non-Disclosure Agreement**, you shall be immediately terminated.

\_\_\_\_\_  
Employee (signature)

\_\_\_\_\_  
Division Supervisor (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee (printed)

\_\_\_\_\_  
Division Supervisor (printed)

\_\_\_\_\_  
Date