

## STANDARD MANDATORY NOTICE AND CONSENT PROVISIONS FOR ALL COUNTY INFORMATION SYSTEM USER AGREEMENTS

The intent of this document is to provide notice that Tippecanoe County (“County”) information systems are to be used for County purposes and are subject to inspection by County officials and are subject to various security protocols. County employees do not have an expectation of privacy with respect to information that falls outside the scope of their employment with the County.

By signing this document, you acknowledge and agree that when you access County information technology (IT) equipment (including any devices attached physically or wirelessly to this information equipment), you are accessing a system belonging to Tippecanoe County and supported by the Tippecanoe County Department of Information Technology (“Department”). The system is provided for Tippecanoe County Government use only and you consent to the following as conditions of accessing the system:

1. The County routinely intercepts and monitors communications on the information system for purposes including, but not limited to: penetration testing, communications security monitoring, network operations and defense, detection of personnel misconduct, law enforcement, and investigations.
2. The County may inspect and seize data stored on this information system at any time.
3. To ensure a more safe and secure information technology environment, the Department reserves the right to refuse support, installation, or network use of a product that has not been pre-approved by the appropriate staff member. A request for changes to the network must be submitted at least one week prior to the change.
4. Security measures (e.g. authentication and access controls) on the information system are intended for the benefit of County interests. Such measures should not be regarded as being intended for the personal benefit or privacy of the user.
5. You recognize that information on the system is subject to Indiana’s Access to Public Records Act and may be disclosable to members of the public in response to a request for public records.
6. This agreement is not intended as a waiver of privilege with respect to communications or data protected by privileges related to personal representation or services provided by attorneys, psychotherapists, clergy, or their assistants. This non-waiver of privilege is, however, subject to the following:
  - a. Regardless of applicable privilege or confidentiality, the County may take such action as it deems necessary for communications security and for network administration, operation, protection, or defense.
  - b. All communications and data may be captured or intercepted by the Department for authorized purposes such as detection of personnel misconduct and law enforcement purposes. However, by consent to capture or interception of the communications or data,

the user does not otherwise consent to the use by the County or others of such privileged communications in personnel misconduct proceedings, law enforcement, investigations, or otherwise. The consent to capture or interception is not intended to negate any privilege or confidentiality that otherwise applies.

c. Whether any particular communication or data qualifies for privilege or confidentiality protections is to be determined by established legal standards and County policy. Users are encouraged to seek personal legal counsel on such matters prior to using a County information system if the user intends to rely on legal privilege or confidentiality protections.

d. Users should take reasonable steps to identify communications or data the user believes are entitled to such privilege or confidentiality protections. However, the user's identification or assertion of privilege or confidentiality protections does not create such protection where none otherwise exist.

e. A user's failure to take reasonable steps to identify communications or data entitled to privilege or confidentiality protections does not constitute a waiver if the privilege or protection otherwise exist under established legal standards and County policy. However, in such cases, the County is authorized to take reasonable actions as are necessary to identify whether the communications or data is entitled to privilege or protection. These actions by the County are not intended as a waiver to the applicable privilege or protection.

f. The measures outlined herein are intended to preserve any privacy, privilege and confidentiality protections conferred under established legal standards and County policy. The County shall take reasonable measures to protect the content of captured/seized privileged communications and data to ensure they are appropriately protected.

7. Unless the user is entitled to privilege or confidentiality protection as outlined above with respect to communications or data, the County may, at its sole discretion and in accordance with County Policy, elect to exercise the County's own privilege or discretion, as applicable, with respect to use or disclosure of such communications or data.

8. The provisions set forth herein apply regardless of whether the access or use of the information system includes the display of a Notice and Consent Banner. The Banner functions as a reminder of the provisions set forth herein and does not serve to modify these provisions. In the event of a conflict between a Banner and these provisions, the provisions set forth herein shall govern.