



Albany County Fire District #1
APP Use Confidentiality Agreement
August 2022

THIS Agreement is made between _____ (Volunteer) and Albany County Fire District #1 (ACFD) on this _____ day of _____, 202__.

Volunteer will perform services for ACFD and/or one of its departments that may require Volunteer to utilize and access an emergency management digital / mobile resource application (“APP”) on the Volunteer’s personal electronic / mobile device, in order to facilitate and complete emergency and other business operations. The information contained and derived from use of the APP is confidential in nature. (Confidential Information is considered and defined as information and data of any kind concerning any matters affecting or relating to ACFD, its departments or stations, the business or operations of ACFD or its departments or stations, the patients or persons or property assisted during case operations and incidents, and/or the products, drawings, plans, processes, or other data of or contained within the APP and/or ACFD which are not generally known or available outside of the APP or ACFD).

Accordingly, to protect the Confidential Information that will be disclosed and disseminated to the Volunteer through use of the APP during his/her course of work with ACFD, the Volunteer agrees as follows:

1. Volunteer must obtain and successfully pass a fingerprint background check before obtaining access and/or using the APP.
2. Volunteer will hold the Confidential Information received from the APP and ACFD in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
3. Volunteer will not disclose or divulge either directly or indirectly the Confidential Information contained and used in the APP to others unless first authorized to do so in writing by the Chief of the Volunteer’s respective department and/or the ACFD Board, or its designee. Volunteer will not discuss any information from the APP with other individuals within ACFD (other than his/her Department Chief, other department or ACFD members who were directly involved in the respective incident for which the APP provided information or the ACFD Board), family members, friends, and/or any other individuals requesting information related to patients/calls/cases.
4. Volunteer will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for ACFD.
5. Volunteer will only use the APP for purposes of completing an emergent call/case. Volunteer will not use the APP or any information contained within the APP for any other purpose than facilitating and completing emergencies calls/cases during his/her shifts.
6. Volunteer will keep a lock on any device which contains the APP to prevent unintentional information dissemination.



7. Volunteer will not discuss any information contained in or derived from his/her use of the APP with anyone other than his/her Department Chief, other department or ACFD members who were directly involved in the respective incident for which the APP provided information or the ACFD Board Meaning, Volunteer will not discuss or disseminate the information which may be gained or learned from the APP with any other employee/volunteer/individual even among or within ACFD who was not directly involved during the incident/call/case for which the APP is/was used. In the event training occurs, names and identifying information shall be modified, eliminated or protected.
8. Volunteer will, upon request or upon termination of his/her relationship with ACFD, deliver to ACFD any drawings, notes, documents, equipment, and materials received from use of the the APP Application and ACFD. Volunteer will hold all APP information in confidence after the termination/end of all association with ACFD.
9. ACFD reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.
10. This agreement will be interpreted under and governed by the laws of the State of Wyoming.
11. All provisions of this agreement will be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this agreement invalid, illegal, or unenforceable. If any provision of this agreement or any application thereof will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this agreement or of any other application of such provision will in no way be affected thereby.

Volunteer represents and warrants that he or she is not under any pre-existing obligations inconsistent with the provisions of this agreement. Signing below signifies that the Volunteer agrees to the terms and conditions of the agreement outlined and stated above:

Printed Name: Volunteer

Email

Signature: Volunteer

Phone Number

Date

Department

Return original to Michele Turner, ACFD; retain copy at Department