



## **Participant Electronic and Internet Use Agreement**

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The Georgia Public Defender Council (GPDC) and the Georgia Public Defense Foundation (GPDF) use electronic devices and electronic case management services to enhance program operations to deliver services to voluntary program participants. The use of agency's electronic devices or electronic case management services is a privilege permitted at the agency's discretion and is subject to the conditions and restrictions set forth in applicable policies, administrative regulations, and this Acceptable Use Agreement.

The agency expects all participants to use technology responsibly in order to avoid potential problems and liability.

Each participant authorized to use the agency's electronic devices and electronic case management services shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

### **Participant Obligations and Responsibilities**

Participants are expected to use agency electronic devices and services safely and responsibly for educational and case management services purposes only.

If applicable, the participant in whose name the agency's electronic device is issued is responsible for its proper use at all times.

Participants shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Participants are prohibited from using agency electronic devices and electronic case management services for improper purposes, including, but not limited to, use of agency electronic devices/services to:

1. Access, post, display, or otherwise use material that is discriminatory, slanderous, offensive, indecent, sexually explicit, or disruptive.
2. Bully, harass, intimidate, or threaten other participants, staff, or other individuals ("cyberbullying") internal or external to the agency.
3. Disclose, use, or distribute personal identification information (such as name, address, telephone number, unique identifier, or other personal information) of another participant,

staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.

4. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
5. Intentionally disrupt or harm agency electronic devices or other agency operations (such as destroying agency equipment, placing a virus on agency computers, adding or removing a computer program without permission from your Social Work Specialist/agency information technology staff or other agency personnel, changing settings on shared computers).
6. Install unauthorized software.
7. "Hack" into the system to manipulate data of the agency or other users.
8. Engage in or promote any practice that is unethical or violates any law or agency/Board policy, administrative regulation, or agency practice.

### **Privacy**

Since the use of agency electronic devices and services is intended for educational and case management purposes, participants shall not have any expectation of privacy in any use of agency electronic devices, if applicable.

The agency reserves the right to monitor and record all use of agency electronic device, including, but not limited to, access to the Internet or social media, communications sent or received from agency devices, or other uses.

If applicable, such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Participants should be aware that, in most instances, their use of agency technology (such as web searches) cannot be erased or deleted.

### **Personally Owned Devices**

If a participant uses a personally owned device to access agency electronic case management services, he/she shall abide by all applicable agency/Board policies, administrative regulations, and this Acceptable Use Agreement.

Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

### **Reporting**

If a participant becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of agency electronic device or electronic case management services, he/she shall immediately report such information to the assigned Social Services Specialist or other agency personnel.

**Consequences for Violation**

Violations of the law, agency/Board policy, or this agreement may result in withdrawal of a participant's involvement in the agency's case management services.

**Participant Acknowledgment**

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and agency policies and regulations governing the use of agency electronic services.

I understand that there is no expectation of privacy when using agency electronic devices. I further understand that any violation may result in loss of user privileges, and/or disciplinary action.

**Participant Name:** \_\_\_\_\_  
(Please Print)

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Program Type:** Ladders Program  OR Client Support Services Unit (CSSU)