

Health and Human Services Enterprise Computer Use Agreement

Name:

Employee Number/User ID:

Agency (or Employer, if not an HHS Agency):

Unit / Section:

Work Email Address:

Work Phone Number (include Area Code):

Please read the following agreement carefully and completely before signing.

The purpose of this document is to inform you of your responsibilities concerning the use of HHS information resources. This agreement applies to all persons using HHS information resources, whether employed by an [HHS Agency](#) or not, and pertains to all state-owned or controlled [information resources](#) (referred to in this agreement as "Information Resources").

Authorized Use

I understand and acknowledge that: (1) Information Resources are to be used for official state-approved business; (2) Information Resources are not for personal use; (3) there may be specific limited use exceptions outlined in other policies and procedures of the HHS Agency by which I am employed; (4) HHS Agencies have a duty to protect their Information Resources; (5) HHS Agencies have the right to monitor the use of Information Resources by their employees; and (6) HHS Agency employees have no right to expect privacy in their use of Information Resources or in the content of their communications sent or stored in Information Resources.

I agree that: (1) I will use Information Resources only for official state-approved business; (2) I will not use Information Resources for personal reasons unless there are specific limited use exceptions permitted by the HHS Agency by which I am employed; (3) if any specific limited use exceptions apply, I will limit my personal use to these exceptions; and (4) my use of Information Resources may be monitored in ways that will not be disclosed to me and may not be apparent to me at the time.

Personal Security Identification Codes (User ID's and Passwords)

I understand and acknowledge that: (1) I will receive and will be required to use a personal security identification code (User ID and Password) to gain access to and to use Information Resources; (2) my User ID and Password are security measures and must be used only by me; (3) I will be held personally responsible for any actions taken, or for any harm, loss, or adverse consequences arising from the use of my User ID and Password, including any unauthorized use by a third party if such party gains access to my User ID and Password due to my negligence or misconduct; and (4) transactions initiated under my User ID and Password will be considered as having been authorized and electronically signed by me.

I agree that: (1) I will not disclose my password to anyone other than a person who has been duly authorized to access my accounts and files; and (2) I am responsible for any actions taken or for any harm, loss, or adverse consequences arising from the use of my User ID and Password, including any unauthorized use by a third party if such party gains access to my User ID and Password due to my negligence or misconduct.

Software

I understand and acknowledge that: (1) only properly licensed software may be used on HHS Agency computers; and (2) any use of software on HHS Agency computers must be in accordance with the applicable software license agreement and all applicable HHS Agency policies and procedures.

I agree that: (1) I will not install or use any software on HHS agency computers that has not been properly licensed and has not been approved for my use in accordance with HHS Agency policies and procedures; and (2) I will use all software installed on my computer in a manner that complies with the terms of the applicable software license agreement and all applicable HHS Agency policies and procedures.

Access to Data

I understand and acknowledge that proper authorization is required for access to all data owned by HHS Agencies, except for data that is maintained for public access.

I agree that: (1) I will not attempt to access or alter any data that I am not authorized to work with in the performance of my job duties; (2) I will take active steps to prevent others from obtaining access to HHS Agency data, such as by securing my workstation either by logging off or using a password-protected screen saver; (3) if I use a password-protected screen saver, I agree to close all shared files before leaving the workstation; and (4) if I receive a request for the release of data, I will follow my agency's policies and procedures for the release of public information.

EMPLOYEE MUST ACKNOWLEDGE ALL PAGES OF THIS AGREEMENT. Employee Initials _____ Date _____

Health and Human Services Enterprise

Computer Use Agreement

Name:

Employee Number/User ID:

Agency (or Employer, if not an HHS Agency):

Unit / Section:

Work Email Address:

Work Phone Number (include Area Code):

Confidential Information

Confidential Information includes patient/client identifying information, patient/client medical information, Internal Revenue Service (IRS) Federal Tax Information, or any information (patient or otherwise) that is classified confidential by federal or state law. You may have access to some or all of this confidential information through a computer system or through your associated activities with HHS Systems.

Confidential Information is valuable and sensitive, and is protected by law and by HHS policies. The intent of these laws and policies is to ensure that confidential information will only be used as necessary to accomplish the organization's mission. As a user of HHS systems, you are required to conform to applicable laws and HHS policies governing confidential information. Your principal obligations in this area are outlined below. You are required to read and to abide by these obligations.

I understand that in the course of my job, I may have access to confidential information related to:

- Patients/clients (such as records, conversations, admissions information, diagnosis, prognosis, treatment plan, financial information, etc).
- ANY INFORMATION by which the identity of a client can be determined, either directly OR indirectly.
- Employees, contractors, volunteers (such as home addresses, home phone numbers, social security numbers, etc).
- HHS agency functions (such as financial information, internal reports, memos, contracts, peer review information, communications, proprietary computer software, etc).
- Third party information (such as vendor information, etc).

Accordingly, as a condition of my access to this confidential information, I agree that:

- I will use confidential information only as needed to perform legitimate duties. This means, among other things, that:
 - I will only access confidential information that I have a need to know;
 - I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential information except as properly authorized within the scope of my activities;
 - I will not misuse or carelessly handle confidential information; and
 - I will encrypt confidential information when appropriate, including when emailing such information and when storing such information on portable storage devices.
- I will safeguard and will not disclose my password or any other authorization I have that allows me to access confidential information, except as permitted by law.
- I will report activities by any other individual or entity that I suspect may compromise the confidentiality, integrity or availability of confidential information. Reports are made in good faith about suspect activities and will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
- My obligations under this Agreement will continue after termination of my association with HHS or HHS applications.
- My privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
- I have no right or ownership interest in any confidential information referred to in this Agreement. HHS may revoke my access code or other authorized access to confidential information.
- I will, at all times, safeguard and retain the confidentiality, integrity and availability of confidential information.
- I acknowledge my responsibility to be aware of, read, and comply with the information in the Enterprise Information Security Standards and Guidelines. The standards and guidelines can be found at <http://hscx.hsc.state.tx.us/eit/Security/ESM-Policies/espqg.doc>.

I understand that my failure to comply with this Agreement may result in loss of access privileges to HHS applications; disciplinary action, up to and including dismissal; and personal legal liability.

EMPLOYEE MUST ACKNOWLEDGE ALL PAGES OF THIS AGREEMENT. **Employee Initials** _____ **Date** _____

Health and Human Services Enterprise Computer Use Agreement

Name:

Employee Number/User ID:

Agency (or Employer, if not an HHS Agency):

Unit / Section:

Work Email Address:

Work Phone Number (include Area Code):

Security of Equipment

I understand and acknowledge that Information Resources must not be removed from HHS Agency property without proper prior authorization and approval of supervisory staff, and that if I have questions about information resources, I may report them to my supervisor or the appropriate technical staff.

I agree that: (1) I will not remove Information Resources from HHS Agency property without proper prior authorization and approval of supervisory staff, and (2) I will immediately report the loss or theft of any Information Resources or data to the appropriate investigative office in accordance with all HHS Agency policies and procedures.

I further understand and acknowledge that: (1) I must comply with the policies concerning Information Resources set out in the HHS Human Resources Manual, as well as any changes to those policies, and (2) I must comply with the Information Resources security policies, standards, and guidelines of the HHS agency that employs me, including any changes to those policies, standards, and guidelines.

EMPLOYEE MUST ACKNOWLEDGE ALL PAGES OF THIS AGREEMENT.

I have read, understand and agree to comply with this agreement.

Employee's Signature _____

Date Agreement Signed _____

For the purpose of this document, "HHS," "HHS Agency" or "HHS Agencies" include the Health and Human Services Commission, Department of Aging and Disability Services, Department of Family and Protective Services, Department of State Health Services, Department of Assistive and Rehabilitative Services, and/or any component part thereof.

"Information resources" means the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors. (Tex. Govt. Code §2054.003(7).) For purposes of this agreement, "information resources" also includes "information resources technologies," which are defined as "data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance, and training." (Tex. Govt. Code §2054.003(8).)

This agreement MUST be completed, dated, and signed by the user requesting computer access. Pages 1 and 2 require the user's initials and date; Page 3 requires the user's signature and date. All fields are required and must include the user's complete information. (*"Employee Number/User ID" may be left blank if not yet known or not applicable.*) This agreement may NOT be completed for or signed by another person.