

**Illinois Department of Human Services
Certificate of Understanding and Acknowledgment for the Critical
Incident Reporting and Analysis System**

Name of Organization _____

I, _____, work for the above-named organization, and understand that information and data sent to and received from the Illinois Department of Human Services (IDHS) through the Critical Incident Reporting and Analysis System (CIRAS) may be confidential and must be protected from unauthorized use and disclosure.

I understand and agree that all such information or data (oral, visual or written, including both paper and electronic) which I see, submit, or to which I have access may not be released, copied, or disclosed, in whole or in part, unless authorized by IDHS.

When I no longer require access to CIRAS, whether because of termination of employment, reassignment of duties or otherwise, I agree that I will not access or attempt to access any IDHS confidential information in CIRAS, or any confidential information in IDHS systems or other sources to which I have not been given access. As necessary, I will return any and all reports, notes, memoranda, notebooks, drawings, and other confidential information or data developed, received, compiled by or delivered to me, regardless of the source of the confidential information or data.

I understand that the law forbids releasing or disclosing such confidential information, in whole or part. I further understand that if I am unsure as to what information is confidential, I will immediately and prior to any such disclosure consult with IDHS or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the confidential information. I understand that my access to the confidential data may be revoked at any time for any other reason at the discretion and direction of IDHS or my supervisor.

I will comply with all applicable Federal and State laws and regulations and with all applicable policies and procedures as set by the State of Illinois, including, but not limited to, the Illinois Public Aid Code (305 ILCS 5/1 *et seq.*), the Health Insurance Portability and Accountability Act (45 CFR Parts 160, 162, and 164), IRS Code (26 U.S.C. 1 *et seq.*), and other applicable state and federal laws.

I will promptly report to my supervisor or IDHS any activities by any individual or entity that I suspect may compromise the availability, integrity, security or privacy of the confidential information. I will immediately notify my supervisor of any request for confidential information or data received from an individual or entity not authorized to receive the data under the Contract listed above.

I agree not to attach or load any additional hardware or software to or into IDHS equipment/applications unless authorized to do so. I will only access those systems, directories, confidential information or data authorized for my use by IDHS.

I agree to store confidential information received in secure, locked containers or, where data is stored on a computer or other electronic media, in accordance with IDHS' computer security policy that protects confidential information from unauthorized disclosure.

I understand and agree that the terms of this acknowledgment form shall continue even when I am no longer employed by this organization, and that I will abide by the terms of this acknowledgment form in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination, monetary penalties and criminal prosecution, as well as any other penalties provided by law.

I understand that there are appropriate and inappropriate uses for IDHS' Information Technology (IT) Resources, meaning State data, applications/programs, or systems, and agree to only use those resources for appropriate uses. Appropriate uses include:

- Sanctioned State business, job responsibility;
- Reasonable actions to prevent inappropriate use, disclosure, destruction, or theft;
- Proper disposal methods, as detailed in corresponding operational procedures;
- Ensuring that only appropriate designated personnel are assigned the responsibility and authority to access, audit, review, filter, monitor, trace, intercept, recover, block, revoke, restrict, delete, or disclose (within policy and procedural limitations) any action, data, or behavior involving a State IT Resource;

Inappropriate uses include:

- Illegal activities;
- Violations of the Illinois Ethics Act;
- Harassment or intimidation (sexual, religious, ethnic, etc.);
- Libelous, slanderous, degrading, insulting, vulgar, obscene, offensive, or hostile remarks, and/or emails, and/or websites;
- Violation of confidential and/or proprietary safeguards that place the State or individuals at risk of legal action or that could cause embarrassment to the State or an individual;
- Participation in any activity that could potentially cause damage to the image of the State, an agency, or an individual State worker including but not limited to online auctions, personal shopping, private/personal chat room conversations, etc.;
- Any action that would cause a detriment to the image, character, reputation, or public confidence of State operations;
- Sending confidential information in an unsecured email, unencrypted through the Internet;
- Discussing confidential information verbally in a public place or within hearing distance of unauthorized individuals
- Deliberate and premeditated actions that degrade delivery of service of any IT resource or resulting client deliverable and/or the introduction of a virus, Trojan horse, malware, spyware, key-capture software, or other unauthorized software that may pose a risk to normal operation of an IT resource or delivery of a service;

I hereby acknowledge that I have read and understand the information contained in this agreement and that my signature below signifies that I agree to adhere to each of the above referenced confidentiality statutes and regulations.

Signature

Date

Name (Printed)