Business Use and Confidentiality Agreement	Information Security & Privacy 04.105
	New Hampshire Department of Health and Human Services Office of the Commissioner
	Effective Date: 04/20/20 Approved: Last Revision: 03/28/2005 Last Reviewed: 04/15/20 Lori A. Weaver, Deputy Commissioner Date: 5/21/2020

Regulatory References:	**Other References:**
Regulation(s): Statute(s): RSA 91-A Admin Rules(s):	DHHS Data Classification Procedure DoIT Data Classification Policy

I am a: ☐ State Employee ☐ Paid Intern ☐ Contractor ☐ Unpaid Intern ☐ Volunteer ☐ Other: _____

By requesting and receiving approval to access New Hampshire Department of Health and Human Services Data:

1. I understand that I will have access to non-public data (DC-3 and DC-2) and public non-published data (DC-1), as defined by the Department, in the course of performing my work duties or assignments. The link to this definition is located at http://intranet/info-sec/data-class.html
2. I have read, and understand, or I have read and commit to discussing with my supervisor, all applicable Department policies and procedures at http://intranet/policies/index.html and any specific policies and procedures required by my Division/Bureau/Facility/Program (business area) relating to the protection of personal information (PI) and other confidential data with which I am required to comply.
3. I understand that there are state and federal laws and regulations that ensure the confidentiality and safeguarding of Department confidential data, including personal information (PI) and protected health information (PHI).
4. I understand that Department information classified as non-public or public: non-published, to which I will be exposed to or will have access to, must not be shared outside my DHHS role or scope-of-work.
5. I understand that as part of my duties I may be inadvertently or unintentionally exposed to or have access to personal, financial, health, or other non-public or confidential data of any individual or entity, which I am also required to safeguard.
6. I understand it is a breach of information security and privacy to use or disclose confidential information for a use not required for Department related work. I will report any use or disclosure of such information *immediately* to helpdesk@doit.nh.gov and **DHHSInformationSecurityOffice@dhhs.nh.gov.**
7. I have read, and understand, the Department's Information Security & Privacy Incident Response process.

8. I understand I must not store, transfer, or process Confidential Data on any non-state issued device nor may I utilize file hosting services such as Google Docs, or enter into subscription or website agreements unless approved by DHHS BIS-Information Security.
9. I understand I will be required to complete Department compliance and information /cybersecurity training prior to receiving authorization to access Department non-public data. Should questions arise in the future about how to protect information to which I have access, I will immediately notify my supervisor.
10. I understand that my State of New Hampshire and/or Department information security credentials (user name and password) must not be shared with anyone. This applies to credentials used to access social media, web applications, file hosting, SFTP folders, or other non-state applications directly or indirectly through a third party application.
11. I agree that if I am authorized to use the Department's remote monitoring software the use of this tool will be limited to customer support service only. I understand accessing Department devices remotely without a legitimate business purpose, and the credentialed user's or DHHS Information Security's permission is not permitted.
12. I understand that information related to the Department's contract procurement process is confidential. Further, I understand that the contract process must remain confidential from the beginning of the procurement process and up to and until the final contract is approved and signed by Governor and Counsel.
13. I agree to protect the confidential nature of all information to which I have access regardless of the form (hard copy, electronic, or oral).
14. I understand that I am legally obligated to maintain the confidentiality of Department non-public data that is protected by information security, privacy, confidentiality rules, and state and federal laws even after I leave the employment of the Department or if I am not a state employee, at the conclusion/termination of my or my company's agreement with the Department or my privileged status expires or is terminated.
15. I have been informed that this signed agreement will be retained on file for future reference.

_____ _____

Signature Date

_____ _____

Full Printed Name Position Number

_____

Facility/Bureau/Program Name or Vendor Name

_____

DHHS Supervisor Name or DHHS Point-of-Contact