

**ARIZONA DEPARTMENT OF HEALTH SERVICES
USER AFFIRMATION STATEMENT**

I have been made aware and understand that all individuals who are approved to have access to the Arizona Department of Health Services (DHS) data are bound by applicable laws, rules and DHS directives and are responsible for DHS data. I agree to abide by all applicable laws, rules and DHS directives, and I pledge to refrain from any and all of the following:

1. Revealing DHS data to any person or persons outside or within DHS who have not been specifically authorized to receive such data.
2. Attempting or achieving access to DHS data not germane to my mandated job duties or contract specifications.
3. Entering/altering/erasing DHS data for direct or indirect personal gain or advantage.
4. Entering/altering/erasing DHS data maliciously or in retribution for real or imagined abuse, or for personal amusement.
5. Using DHS workstations, printers, and/or other equipment for other than approved purposes.
6. Using another person(s) personal logon ID and password.
7. Revealing my personal logon ID and password to another person.
8. Asking another person to reveal his/her personal DHS logon ID and password.

In relation to my responsibilities regarding the proprietary rights of the authors of computer software utilized by DHS, I recognize that:

1. DHS licenses the use of computer software from a variety of outside companies. DHS does not own this software or its related documentation and, unless authorized by the software developer, does not have the right to reproduce it.
2. When used on a local area network or on multiple machines, employees or contractors shall use the software in accordance with the license agreement.
3. Employees or contractors who know of any misuse of software or related documentation within the agency shall notify the appropriate manager or supervisor, or the Department security administrator.
4. Employees or contractors making, acquiring or using unauthorized copies of computer software, or using personal non-DHS software are subject to punitive action in accordance with agency guidelines and applicable contract provisions appropriate to the circumstances.
5. According to U. S. Copyright Law, 17 USC Sections 101 and 506, illegal reproduction of software can be subject to criminal damages up to \$250,000 and/or up to 5 years imprisonment.
6. In the event that an employee is sued or prosecuted for the illegal reproduction of software, he/she will not be represented by the Department of the Attorney General.
7. Contractors working for DEPARTMENT are responsible for penalties arising from their acts or omissions in the performance of work for the State of Arizona and are subject to exclusion as an accepted vendor for a contractor's violation of this policy.

Appropriate action will be taken to ensure that applicable federal and state laws, regulations, and directives governing confidentiality and security are enforced. A breach of procedures which occur pursuant to this policy or misuse of Department property including computer programs, equipment, and/or data, may result in disciplinary action including dismissal, and/or prosecution in accordance with any applicable provision of law including Arizona Revised Statutes, Section 13-2316.

My signature below confirms that I have read this form and accept responsibility for adhering to all applicable laws, rules, and DHS directives. Failure to sign this statement will mean that I will be denied access to DHS data, computer equipment, and software.

NAME (Last, First, M.I.) PRINT OR TYPE	SIGNATURE	PHONE	DATE
NAME OF SUPERVISOR (Last, First, M.I.)	SIGNATURE	PHONE	DATE

Intended for use only in the BEMSTS Quality Assurance Process