

State of West Virginia
Departments of Health, Health Facilities, and Human Services
Office of Shared Administration
Office of Management Information Services (OMIS)
Vendor Confidentiality Agreement

Revised: February 10, 2025

1. I understand that I will have access to confidential records and information {e.g. personally identifiable information (PII), protected health information (PHI), federal tax information (FTI), Social Security Administration (SSA) data, payment card information (PCI)}, which is protected by law, legislative rules, regulations (e.g. HIPAA), and/or the WV Departments of Health (DH), Health Facilities (DHF), Human Services (DoHS), and Office of Shared Administration (OSA).
2. I understand that because of my position, I may have access to confidential information collected by various agencies and programs of the Departments unrelated to my own duties, including the ability to grant others access to confidential information.
 - a. Confidential information includes, but is not limited to, demographic, medical, personal, and financial information in any form protected by statute or when the release of which would constitute an unreasonable invasion of privacy, unless the public interest by clear and convincing evidence requires disclosure in the particular instance, as approved by the designated State counsel or designee. Confidential information also includes PII. Confidential information may be in paper, electronic and verbal forms, and includes images as well as text. Confidential information includes all information designated confidential by law, rule, policy or procedure, as may be amended from time to time, (collectively referred to herein as “Policy”), such as passwords, client names, trade secrets, information concerning any taxpayer (from any return, declaration, application, audit, investigation, film, record or report) and security audits. Further, this agreement applies to all staff, with or without current access to confidential data and information which is stored electronically, in hard copy, and/or other media used to transmit, replicate, copy or disseminate any private, or otherwise confidential information.
3. I will not disclose to anyone, directly or indirectly, any such confidential information, unless the individual who is the subject of the confidential information consents to the disclosure in writing or the disclosure is made pursuant to policy. At no time shall the confidential information be disclosed or used for a personal or non-work related reason. If information-specific release provisions and restrictions do not exist, then I will only disclose confidential information (1) in the context of a legitimate work situation; and/or (2) to

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individuals who are known by me to have prior authorization by the OMIS Chief Information Officer (CIO) to have access to the information. All of the above applies to release of information in total or fragmented form. When confidential information is disclosed, care should be taken to prevent the redisclosure of that information to unauthorized persons or entities. Further, I will not misuse any media, documents, forms, or certificates in any manner which might compromise confidentiality or security or be otherwise illegal or violate policy, such as altering a record or using a certificate improperly.

4. I agree to protect confidential information from unauthorized collection, use, access, transfer, sale, disclosure, alteration, retention or destruction whether accidental or intentional and shall take necessary precautions to secure such confidential information to the extent possible.
5. I understand that if I have any questions about the confidentiality of information or its release, it is my responsibility to request clarification from my State manager. If I am directed to release information in which I feel to be a questionable release or circumstance, I may request written authorization from the OMIS CIO.
6. I agree to use my special access to information only as is absolutely necessary to administer the system(s) for which I am responsible, and will not obtain or attempt to obtain confidential information for any unauthorized persons or uses.
7. I understand that all access to confidential information is at the sole discretion of the State, and may be monitored, audited, modified, suspended, or terminated at any time.
8. I understand that the user ID assigned to me is for my use only and cannot be shared. I also understand that passwords must be kept confidential at all times and are not to be shared with anyone under any circumstances.
9. I understand that in the event the contract is terminated, in writing, either by my organization or by the Departments, I must promptly return all State-owned equipment and

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confidential information that I or my representative(s) may possess, and provide written attestation to the same. I understand that even when I no longer have access to records at the West Virginia DH, DHF, DoHS and OSA, I am bound by this agreement and must continue to maintain the confidentiality of information to which I previously had access.

10. I will abide by the West Virginia Computer Crime and Abuse Act, and have specifically read and acknowledged my responsibility regarding the relevant confidentiality provisions found in WV Code Sections §61-3C-9 through §61-3C-12. I understand that a security violation may result in criminal prosecution according to the provisions of the above identified laws. I have also read, and will abide by, the provisions of West Virginia Code, Sections §9-2-5 and §49-7-1, as well as all relevant federal requirements of 42 C.F.R. Part 431, Subpart F; the uses and disclosures of PHI as required by the American Recovery and Reinvestment Act (ARRA) of 2009, Subtitle D, and its components including HIPAA Privacy and Security Rules of 1996, Subpart E, C.F.R. as amended. I will also comply with all guidelines related to the Health Information Technology for Economic and Clinical Health (HITECH) Act.

11. I understand I must report all suspected or known information security incidents and/or unauthorized disclosures according to the requirements outlined in OMIS procedure OP-30, [Incident Reporting](#). If an incident involves either a suspected or known incident or unauthorized disclosure of sensitive and restricted data (e.g., PHI, PII, FTI, or SSA data), I understand it is the responsibility of OMIS to contact the applicable federal authorities without delay.
 - a. I understand the OMIS Information Security Officer (ISO) must report to CMS **all** potential or confirmed security incidents within one (1) hour of discovery.

 - b. I understand if the potential or confirmed security incident involves SSA data, the OMIS ISO must notify the designated SSA Regional Office Contact and/or the SSA Systems Security Contact.

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- c. I acknowledge and understand all penalty provisions associated with IRS codes 7431, 7213, and 7213A. I also recognize the OMIS ISO will promptly report any possible unauthorized access or disclosure of FTI, including both confirmed and suspected breaches, as well as information security incidents, to the IRS Office of Safeguards immediately, but no later than 24 hours of detection.
12. I have read and will abide by the provisions of the Common Chapters Manual Chapter 200 (Confidentiality); Department Policy Memorandum 2104 (Guide to Progressive Discipline); and Policy Memorandum 2108 (Employee Conduct).
13. As a vendor having a contract with the State of West Virginia, I agree to comply with this Agreement, any applicable federal or state law and/or regulations, and Executive Branch and OMIS Privacy and Security policies and procedures. I understand that such compliance is a condition of employment, and my failure to comply may lead to disciplinary action up to and including dismissal. I understand that failure to abide by the abovementioned laws, regulations, policies may include termination of a contract or agreement for a first offense. In addition, the Departments reserve the right to seek any remedy available at law or in equity for any violation of this Agreement. Further, I may be subject to civil and criminal penalties for the unauthorized use or disclosure of confidential information.



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14. My signature below certifies that I understand and will abide by the statements contained in this agreement.

Vendor (company name)

Vendor Employee (print name)

Vendor Employee Signature

Date

Bureau/Office Contract Sponsor (print name)

Bureau/Office Contract Sponsor (signature)

Date

OMIS Approval Authority (print name)

OMIS Approval Authority Signature

Date

Authorizing Authority (print name)
(If different from Bureau/Office Sponsor or OMIS Approval)

Authorizing Authority (signature)

Date