

APPENDIX A

Administrative USER AGREEMENT

The value and sensitivity of certain information is protected by law and by the strict policies of the West Virginia Department of Health and Human Resources (hereinafter "Department"). The intent of these laws and policies is to assure that CONFIDENTIAL information will remain CONFIDENTIAL through its use, which must be only as necessary to accomplish the Department's mission. Department information that may include, but is not limited to, information of a financial, eligibility, and employee nature, is CONFIDENTIAL.

As a condition to being appointed and accepting the responsibilities as a Presumptive Eligibility Administrative User and being given the ability to grant authorization to Authorized Employees, within the (Name), I, the undersigned, agree to comply with the following terms and conditions:

1. I am responsible and accountable for all newly created User profiles and passwords under my ID and password, even if such action was made by another due to my intentional or negligent act or omission.
2. I am responsible and accountable for deactivation of all Users' profiles and passwords upon termination of employment of an active User.
3. Any data available to me will be treated as confidential information.
4. I will not attempt to learn or use another's password.
5. I will not access any on-line computer system using an ID and password other than my own.
6. If I have reason to believe that the confidentiality of any User's access or password has been compromised, I will immediately deactivate the User's profile, as the site administrator.
7. I will not access or request any information that is not necessary for the performance of my job.
8. I will not access, use or disclose any CONFIDENTIAL information unless required to do so in the official capacity of my employment or contract.
9. I understand that I have no right or ownership interest in any information available to me on the Department's system.
10. I will not leave a computer application unless it is secured to the extent that no one else will be able to access, use, or view the data.
11. I will comply with all policies and procedures and other rules of the Department relating to CONFIDENTIALITY of information and passwords.
12. I understand that my use of the system will be periodically monitored to ensure compliance with this Agreement.
13. I will limit disclosure of the minimum necessary CONFIDENTIAL information to only parties with a legitimate need in the performance of the Department's mission.
14. I agree that disclosure of CONFIDENTIAL information is prohibited indefinitely, even after the termination of employment or the business relationship, unless specifically waived in writing by the Department.

I have read and understand this entire nondisclosure Agreement and agree to abide by it. I understand that if I violate any of the above-mentioned terms, I may be subject to disciplinary action, including discharge, loss of privileges, termination of contract, legal action for monetary damages or injunction, or both, or any other remedy available to the Department. I understand that criminal prosecution will be initiated if I knowingly and intentionally disclose the information to anyone who is unauthorized or use the data for fraudulent purposes.

PE Administrative/Point of Contact User's Name (PLEASE PRINT)

Date

PE Administrative/Point of Contact User's Signature

PE Administrative/Point of Contact Phone Number

PE Administrative/Point of Contact User's E-Mail Address)

Administrator Name/Title (PLEASE PRINT)

Date

Administrator Signature

Date

Organization Name

Telephone Number

Mailing Address

City

State

Zip Code

Return to: Cynthia Engle
Bureau for Medical Services
350 Capitol Street, Room 251
Charleston, WV 25301

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