

BHRD Employees

The Behavioral Health and Recovery Division (BHRD) may request access to PRISM for its employees (**BHRD Users**) under its Data Share Agreement (DSA) with DSHS and HCA. The **BHRD User** completes the "User Registration Information" section below and signs the "BHRD or Subcontractor User Agreement on System Usage and Non-Disclosure of Confidential Information" page. The **BHRD POC** reviews and completes the "Requesting Organization" section. The PRISM Access Request Form must be signed by the **BHRD POC** authorizing the request. The **BHRD POC** then forwards to the **DBHR Coordinator** at: DBHR-RDA-PRISM@dshs.wa.gov.

BHRD Subcontractors

BHRD may request access to PRISM for its subcontractors (**Subcontractor Users**) under its DSA with DSHS and HCA. The **Subcontractor User** must complete the "User Registration Information", sign the "BHO or Subcontractor User Agreement on System Usage and Non-Disclosure of Confidential Information" page and send to the **BHRD POC** for completion and authorizing signature. The **DBHR Coordinator** will accept forms only from the **BHRD POC**, not the subcontractor.

Upon review and acceptance, The DSHS and HCA will grant the appropriate access permissions to the BHRD User or Subcontractor User and notify the **BHRD POC**.

Changes to Access for BHRD and Subcontractor Users

The **BHRD POC** must notify the **DBHR Coordinator** within five (5) business days whenever a **BHRD User** or **Subcontractor User** with access rights leaves employment or has a change of duties such that the employee no longer requires access. If the removal of access is emergent, please include that information with the request.

Requesting Organization (to be completed by BHRD POC)	
BHRD Name: Click here to enter text.	Subcontractor Name (if applicable): Click here to enter text.
BHRD Address: Click here to enter text.	Subcontractor Address: Click here to enter text.
BHRD /DSHS/HCA DSA Contract Number: Click here to enter text.	The subcontract includes HIPAA and Medicare data use language (YES or NO): Choose an item.
User Registration Information (to be completed by User)	
User Name (First, Middle, Last): Click here to enter text.	User's Job Title: Click here to enter text.
User's Email Address: Click here to enter text.	User's Business Phone No.: Click here to enter text.
Required HIPAA Training and IT Security Training within the past year -	
Date Completed: Click here to enter a date.	

Protected Data Access Authorization

The HIPAA Security rule states that every employee that needs access to electronic Protected Health Information (ePHI) receives authorization from an appropriate authority and that the need for this access based on job function or responsibility is documented. I, the undersigned **BHRD POC**, verify that the individual for whom this access is being requested (BHRD or Subcontractor User) has a business need to access this data, has completed the required HIPAA training and the annual IT security training and has signed the required *BHRD and Subcontractor User Agreement on System Usage and Non-Disclosure of Confidential Information* included with this Access Request. This User's access to this information is appropriate under the HIPAA Information Access Management standard. In addition, if applicable, this employee has been instructed on 42 Code of Federal Regulations (CFR) Part 2 that governs the use of alcohol and drug abuse information and is aware that this type of data must be used only in accordance with these regulations. I have also ensured that the necessary steps have been taken to validate the BHO or Subcontractor User's identity before approving access to confidential and protected information.

Authorizing Signature			
BHRD POC Name	Signature	Email Address	Date
Click here to enter text.		Click here to enter text.	Click here to enter a date.

PRISM SYSTEM ACCESS REQUEST FORM**BHRD or Subcontractor User Agreement on System Usage
and Non-Disclosure of Confidential Information**

Behavioral Health and Recovery Division (BHRD) has entered into this Data Share Agreement (DSA) with the state of Washington Department of Social and Health Services (DSHS) and Health Care Authority (HCA) that will allow you access to data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this *BHRD User Agreement on System Usage and Non-Disclosure of Confidential Information* (Agreement).

Confidential Information

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Protected Health Information and Personal Information.

"Protected Health Information" means information that relates to: the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Regulatory Requirements and Penalties

State laws (including, but not limited to, RCW 74.04.060, RCW 74.34.095, and RCW 70.02.020) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

BHRD or Subcontractor User Assurance of Confidentiality

In consideration for DSHS and HCA granting me access to PRISM or other systems and the Confidential Information in those systems, I agree that I:

- 1) Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
- 2) Have an authorized business requirement to access and use DSHS or HCA systems and view DSHS or HCA Confidential Information.
- 3) Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial or personal purpose, research or any other purpose that is not directly connected with client care coordination and quality improvement.
- 4) Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
- 5) Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
- 6) Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
- 7) Will not make copies of Confidential Information, or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor.
- 8) Will access, use or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
- 9) Will protect my DSHS and HCA systems User ID and password and not share them with anyone or allow others to use any DSHS or HCA system logged in as me.
- 10) Will not distribute, transfer, or otherwise share any DSHS software with anyone.
- 11) Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
- 12) Understand at any time, DSHS or HCA may audit, investigate, monitor, access, and disclose information about my use of the systems and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the systems, disciplinary actions against me, or possible civil or criminal penalties or fines.
- 13) Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer.

User's Signature

<i>Print BHRD or Subcontractor User's Name</i>	<i>BHRD or Subcontractor User's Signature</i>	<i>Date</i>
Click here to enter text.		Click here to enter a date.