

PRISM ACCESS AGREEMENT

This Database Access Agreement is between the Utah Department of Health and Human Services, Division of Integrated Healthcare (the "Department") and the undersigned (the "User"). The Department is responsible for the Provider Reimbursement Information System for Medicaid ("PRISM"), Utah's Medicaid management information system. This agreement describes the terms under which the Department authorizes the User to access and make use of data found in PRISM.

This agreement remains in effect until the User no longer has a PRISM account.

1. System Access

The Department grants the User access to PRISM and use of data contained therein to accomplish the purposes of this agreement. Access to PRISM is restricted to a User who has been authorized by the Department or under this agreement and whose job responsibilities require accessing data contained in PRISM.

The User understands that any access to PRISM and use of the data may be used solely to support the delivery and billing of services for Medicaid and CHIP clients.

The User shall not access PRISM or use the data for any other purposes. The User agrees to limit any access to PRISM or use of the data to the minimum amount necessary to accomplish the intended purpose of the access or use. The User agrees to comply with applicable federal and state laws and regulations, including, without limitation, patient confidentiality, privacy and security laws, HIPAA, and HITECH.

The Department, in its sole discretion, reserves the right to restrict, suspend, or terminate a User's PRISM account without notice or liability. User shall be responsible for notifying the Department or their Provider Administrator when the User's job responsibilities no longer require access to PRISM.

2. Designation

A User who is also enrolled as a Utah Medicaid Provider may be designated to act as an administrator over the Provider's PRISM account. The Provider agrees to monitor their administrator's use of PRISM. The Provider or the Provider's account administrator shall be responsible for notifying the Department when a User's job responsibilities no longer require access to PRISM. The Provider understands and agrees that if the Provider delegates PRISM administrative authority to an employee, the Provider is ultimately responsible for the use of the PRISM account. The Provider understands that an account administrator from an associated provider group may be automatically assigned to their account.

3. Maintenance

The Department shall make its best effort to ensure that PRISM is available to Users on a 24 hour a day, 7 days a week basis, excluding normal network administration and system down time. If access to the PRISM system is suspended or interrupted, the Department's liability shall be limited to restoring access as soon as practicable after the Department learns of the problem. The Department does not warrant that PRISM may be accessed in every hardware or software environment. The Department will not supply technical support to Provider for purposes of accessing PRISM. If PRISM is unavailable, User may utilize the Department's Access Now Hotline to determine eligibility.

4. Information

The Department makes no warranties regarding the accuracy or completeness of the information contained in PRISM. The Department shall provide the most current data available at the time of the User's inquiry; however, the Department cannot guarantee that the information contained in the database has not changed or will not change. Any indication in PRISM that a Medicaid member is eligible does not guarantee payment. A Member's benefits may be subject to prior authorization requirements, benefit limitations, or exclusions. Verification of eligibility using PRISM does not exempt a Provider from requiring proper identification from a Member as required by Utah law.

5. Incident Reporting

User shall prevent unauthorized use or access to the data. User shall promptly report to the Department any incident involving access to PRISM or use of its data not permitted by this agreement of which they become aware. If an individual gains access to data in PRISM for which he or she has not been approved, User agrees to limit any further use or disclose the data, promptly notify the Department, and take immediate steps to prevent any recurrence.

6. Indemnification

The User agrees to be liable for their own conduct in connection with this agreement. The User agrees to indemnify and hold the Department harmless against any claims, actions, debts or loss arising from the negligent operations, acts, or omissions of User, its employees, agents, and representatives while engaged in activities within the scope of this agreement. This section shall survive the termination of this agreement.