



**HEALTHIX, INC.**

**ONE-TO-ONE EXCHANGE AUTHORIZATION (THE “AUTHORIZATION”)**

- A. **[PROVIDER NAME] (“PROVIDER”)** and **[HEALTH PLAN NAME] (“HEALTH PLAN”)** (PROVIDER and HEALTH PLAN are collectively “Parties”) are Covered Entities, as defined by HIPAA, and participants of Healthix, Inc. (“Healthix”). The PROVIDER and HEALTH PLAN wish to exchange patient health information via the Healthix health information exchange for purposes of facilitating care management and quality improvement. In relation thereto, the Parties acknowledge and agree to the following:
1. The PROVIDER provides health care services, and the HEALTH PLAN provides health insurance coverage and care management services, to each of the patients whose health information will be exchanged pursuant to this authorization and the proposed exchange of information for those patients via Healthix will occur only between PROVIDER and HEALTH PLAN.
  2. PROVIDER and HEALTH PLAN have an agreement in place that would allow for the exchange of patient health information.
  3. Healthix has in place policies that prevent patient health information from being sent to the HEALTH PLAN if a patient request meets the requirements that prevent a PROVIDER from sending patient health information to the HEALTH PLAN.
  4. The exchange of information is for purposes permitted under New York State regulations for SHIN-NY and related guidance (“NY Statewide Guidance”) and Healthix’s policy.
  5. The proposed exchange of patient data constitutes a One-to-One Exchange defined under NY Statewide Guidance and Healthix Policy, and therefore, a patient consent to the health information exchange via Healthix is not required.
  6. The Parties acknowledge and agree that information specially protected pursuant to the Federal Substance Abuse Treatment Confidentiality Laws (42 CFR Part 2) is not intended to be exchanged pursuant to this Authorization and Healthix will take steps to prevent information from substance abuse treatment programs being transmitted as part of the One-to-One Exchange described in this Authorization.
- B. The PROVIDER and HEALTH PLAN direct and authorize Healthix to facilitate the One-to-One Exchange described above
- C. To initially facilitate the One-to-One Exchange described above:
1. HEALTH PLAN will send to Healthix on a regular, ongoing basis, updated lists of members of HEALTH PLAN whose information could be exchanged via the Healthix health information exchange if the conditions for a One-to-One Exchange are met.
  2. PROVIDER will coordinate with Healthix to facilitate agreed upon notifications to HEALTH PLAN
  3. The patient health information exchange via Healthix will be based on the following submission:

- Unidirectional; From Provider (1) to Health Plan (2) (1->2)
- Unidirectional; From Health Plan (2) to Provider (1) (2->1)
- Bidirectional; From Provider (1) to Health Plan (2) and From Health Plan (2) to Provider (1<->2)

- D. The PROVIDER and HEALTH PLAN acknowledge and agree that, in conjunction with Healthix and with the guidance of the New York State Department of Health, as applicable, the NY Statewide Guidance or Healthix’s policy may be revised in the future in a way that would require this Authorization to be changed. Healthix will notify the PROVIDER and HEALTH PLAN of any changes to the NY Statewide Guidance, Healthix’s policies, or other authority that would require revision of this Authorization.
- E. This Authorization shall remain in effect until the PROVIDER or HEALTH PLAN provides notice of termination at least ninety (90) days prior to Healthix.
- F. The Parties’ individual indemnification of Healthix in their Participation or Services Agreement, as applicable, with Healthix will apply to this Authorization.
- G. This Authorization may be executed in any number of counterparts, each of which will be deemed an original as against the Party whose signature appears thereon, but all of which taken together will constitute but one and the same instrument.
- H. **(Provider ) and (Health Plan)** agree to be audited on a regular basis to assure that applicable requirements were met where Protected Health Information was accessed through one to one exchange.

**[PROVIDER]**

**[HEALTH PLAN]**

Signature \_\_\_\_\_  
 (Officer or Authorized Rep)

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_  
 (Officer or Authorized Rep)

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Acknowledged and Agreed:

**HEALTHIX, INC.**

Signature: \_\_\_\_\_  
 Thomas Check  
 President & CEO

Date: \_\_\_\_\_

Last Updated: June 20, 2018