

## **AUTHORIZATION FOR DISCLOSURE OF DATA TO BUSINESS ASSOCIATE OF PARTICIPANT**

THIS AUTHORIZATION AGREEMENT FOR DISCLOSURE OF DATA TO BUSINESS ASSOCIATE OF PARTICIPANT (“Authorization”) is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and among the HEALTH ADVANCEMENT COLLABORATIVE OF CENTRAL NEW YORK, INC., a New York not-for-profit corporation d/b/a HealtheConnections (“HealtheConnections” or “HeC”), and the Participant identified on the Signature Page (“Participant”), with regard to the Vendor of Participant identified on the Signature Page (“Participant Vendor”).

### **RECITALS**

WHEREAS, Participant participates in the health information exchange (“HIE”) operated by HealtheConnections pursuant to a certain participation agreement between HealtheConnections and Participant (the “Participation Agreement”);

WHEREAS, Participant Vendor and HeC are each a Business Associate (defined below) of Participant;

WHEREAS, HeC and Participant Vendor have each executed a Business Associate Agreement with Participant;

WHEREAS, HealtheConnections and Participant Vendor have or will, prior to acting on this Authorization, execute an HeC Agreement for Disclosure of Data with Vendor of Participant (“HADV”) ; and

WHEREAS, Participant wishes to authorize HealtheConnections to assist Participant with facilitating transfers of Patient Data (defined below) to Participant Vendor, subject to the applicable provisions of the Participation Agreement, and the HADV.

Participant authorizes and agrees as follows:

### **1. DEFINITIONS**

**1.1 “Business Associate”** shall have the same meaning as defined by HIPAA.

**1.2 “HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and its implementing regulations set forth at 45 CFR Parts 160 and 164.

**1.3 “Patient Data”** shall have the same meaning as defined in the Participation Agreement.

### **2. TERM AND TERMINATION**

The term of this Authorization shall commence on the Effective Date, and shall continue in effect until terminated by a party. Either party may terminate this Authorization at any time, for any reason, by giving not less than thirty (30) days’ prior notice to the other party. This Authorization shall automatically terminate upon the termination of the Participation Agreement between HealtheConnections and Participant, or termination of the HADV between HeC and Participant Vendor

(once the HADV has been executed).

### **3. HEALTHeCONNECTIONS' SERVICES**

For so long as the Participation Agreement, the HADV and this Authorization all remain in effect, HealtheConnections shall facilitate the electronic transmission of Patient Data between Participant and Participant Vendor, which Participant directs HealtheConnections to transmit in accordance with the terms of this Authorization ("Services").

### **4. PARTICIPANT'S REPRESENTATIONS AND RESPONSIBILITIES**

**4.1** Participant shall not instruct, direct or request that HealtheConnections transmit any Patient Data hereunder unless Participant has a right to access or receive such Patient Data under the SHIN-NY Policies and the Participation Agreement.

**4.2** Participant represents that Participant Vendor is seeking access to the Patient Data which Participant is directing HealtheConnections to transmit hereunder, subject to and in accordance with the terms of the Business Associate Agreement between the Participant and Participant Vendor. Participant shall provide HealtheConnections a copy of the Business Associate Agreement between Participant and Participant Vendor upon request by HealtheConnections.

**4.3** Participant shall provide HealtheConnections all information necessary to enable HealtheConnections to electronically transmit Patient Data that Participant desires to have HealtheConnections transmit on Participant's behalf to Participant Vendor. Participant shall, at a minimum, identify: (a) the patient(s) who are the subject of Patient Data (the "Patient Index"); (b) the nature and/or categories of Patient Data to be transmitted; and (c) such other information as is necessary for HealtheConnections to transmit the Patient Data. Participant shall ensure that the Patient Index is at all times accurate and up to date by furnishing updates to HealtheConnections, as may be necessary from time to time. Participant shall furnish such other information as reasonably requested by HealtheConnections in order to enable HealtheConnections to carry out the Services.

### **5. FEES.**

Fees, if any, related to this Authorization, will be set forth in a services Agreement supplement to the Participation Agreement between the parties.

**Except to the extent set forth herein, the provisions of the Participation Agreement relevant to the subject matter of this Authorization shall apply to the performance of this Authorization.**

**Signature Page Follows**

IN WITNESS WHEREOF, the parties hereto have executed this Authorization as of the Effective Date set forth above.

**Health Advancement Collaborative of Central New York, Inc. d/b/a HealthConnections**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Participant**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Vendor of Participant Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Contact Name & Email:

\_\_\_\_\_