



HEALTHIX, INC.
ONE-TO-ONE EXCHANGE AUTHORIZATION (THE “AUTHORIZATION”)

- A. _____ (“**First Provider**”) and _____ (“**Second Provider**”) (First Provider and Second Provider are each individually a “Party” and collectively the “Parties”) are health care providers and participants of Healthix, Inc. (“Healthix”). The Parties wish to exchange patient health information via the Healthix health information exchange for purposes of facilitating patient treatment and care management. In relation thereto, the Parties acknowledge and agree to the following:
1. First Provider and Second Provider each provide health care services to those 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 First Provider and Second Provider.
 2. 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.
 3. 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 a Qualified Health IT Entity (i.e., Healthix) is not required.
 4. 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. First Provider and Second Provider 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. Each Party will send to Healthix on a regular, ongoing basis, updated lists of its patients whose information could be exchanged via the Healthix health information exchange if the conditions for a One-to-One Exchange were met.
 2. Each Party will coordinate with Healthix to facilitate agreed upon notifications to the other Party.
 3. The patient health information exchange via Healthix will be based on the following submission:
 - **Unidirectional; From First Provider (1) to Second Provider (2) (1->2)**
 - **Unidirectional; From Second Provider (2) to First Provider (1) (2->1)**
 - **Bidirectional; From First Provider (1) to Second Provider (2) and From Second Provider (2) to First Provider (1<->2)**



- D. First Provider and Second Provider 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 agrees to notify the Parties 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 First Provider or Second Provider provides notice of termination at least ninety (90) days to Healthix.
- F. The terms of the Participation or Services Agreement, as applicable, between Healthix and the individual Parties, including any indemnification provisions, 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.

IN WITNESS WHEREOF, an authorized officer of each Party has duly executed and delivered this Authorization effective as of the date set forth below.

FIRST PROVIDER

SECOND PROVIDER

Signature _____
(Officer or Authorized Rep)
Print Name _____
Title _____
Date _____

Signature _____
(Officer or Authorized Rep)
Print Name _____
Title _____
Date _____

Acknowledged and Agreed:

HEALTHIX, INC.

Signature: _____
Todd M. Rogow
President & CEO

Date: _____

Last Updated: Sept. 4, 2020