

**DOCUMENT 7:
ALASKA CHARTLINK PATIENT PARTICIPATION AGREEMENT**

Alaska ChartLink: Patient Participant Agreement

This Patient Participant Agreement (the “Agreement”) made between _____, a(n) _____ resident (“Patient”), and Alaska ChartLink, an Alaska nonprofit, located at _____ (“Alaska ChartLink”).

- a. Alaska ChartLink is a health information exchange (HIE) organization formed for the purpose of facilitating the exchange of health information between and among providers, patients and authorized third-party entities. Alaska ChartLink is not a Covered Entity within the definition of HIPAA (as defined below). The patient authorizes exchange of their personal information through participation in this agreement. As part of this activity, Alaska ChartLink allows participating patients and providers access to personal health information held by other participating organizations through the Alaska ChartLink Network (the “Network”).
- b. Patient desires to obtain access personally and permit authorized users of their choice to use the Network and the information and databases supplied by all providers participating in the Network (the “Databases”) and, accordingly, has completed and executed the necessary portions of this Agreement, as well as reviewing and agreeing to the various policies of the Network.
- c. Although Alaska ChartLink is not a Covered Entity, this Agreement is entered into for the purpose of protecting the confidentiality and security of patient information transmitted or communicated to the above Patient as part of or in connection to the Network and for complying with the federal Health Insurance Portability and Accountability Act of 1996 and its implementing regulations on privacy and security, 45 C.F.R. Parts 160 and 164 (“HIPAA”).

NOW THEREFORE, for good and valuable consideration, Alaska ChartLink and the above stated Patient agree to the following:

1. Patient Access. Alaska ChartLink hereby authorizes Patient to have access only to their own information contained in the Network and the Databases, for the following uses and purposes:
 - a. Patient’s own healthcare treatment.
 - b. Payment of Patient’s healthcare services.
 - c. Auditing and monitoring compliance with the terms and conditions of this Agreement.
 - d. Patient’s personal use and disclosure of PHI.
2. Alaska ChartLink Access. Patient hereby authorizes Alaska ChartLink (and all providers the Patient has authorized who are participating in the Alaska ChartLink Network) to have access to his/her PHI for the following uses and purposes:

- a. Treatment of Patient.
 - b. Mitigation of a breach of confidentiality or unauthorized access of PHI.
 - c. Payment for healthcare services.
 - d. Auditing and monitoring use of the Network and compliance with the terms and conditions of this Agreement.
 - e. Providing customized summary reports with non-identifying data or statistics as needed for public health or providing audit information, investigation, and general access in accordance with other governmental purposes as required by law.
3. Limitations on Patient Access. Patient access to certain information may be limited based on a provider's determination that such information may endanger the Patient or other identifiable persons. Patient can obtain the name of the provider limiting such access, and may appeal such denial of access with provider in accordance with provider's appeal procedures.
 4. Access to Specific Information and Providers. Alaska ChartLink recognizes that certain categories of information, including but not limited to HIV status, mental health records and substance abuse records, may be more sensitive and may be accorded extra protections under state and federal law. Accordingly, as technology permits, Alaska ChartLink will allow Patient to limit access to specific categories of information or specific providers as they see fit.
 5. Access Fee. Participation in the Network may be subject to an access fee. Alaska ChartLink will distribute any proposed fee schedule at least thirty (30) days prior to instituting such fee, and participating patients will have the option to terminate at that time. **[Note for Steering Committee: May want to consider nominal fee from the beginning to make further implementation easier.]**
 6. Term. The term of this Agreement shall begin _____, or upon signature by both parties, whichever is later, and shall continue in force for one year from such date. Thereafter, the Agreement will automatically renew for additional one (1) year periods, provided that during any such renewal period either party may terminate this Agreement without cause upon giving thirty (30) days prior written notice to the other.
 7. Termination. Alaska ChartLink also reserves the right, within its sole discretion, to suspend or terminate Patient's access upon reasonable suspicion of a violation of this Agreement, or any action that may jeopardize the privacy and security of the Databases. Patient may appeal such termination in accordance with the appeal procedures established by Alaska ChartLink.
 8. Compliance with Law. Alaska ChartLink shall have the right to terminate this Agreement to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued, or proposed to be issued, by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption,

federally-funded health care program participation or licensure which Alaska ChartLink reasonably believes: (i) invalidates or is inconsistent with the provisions of this Agreement; (ii) would cause a party to be in violation of the law; or (iii) jeopardizes the good standing status of licensure, accreditation or participation in any federally-funded healthcare program, including the Medicare and Medicaid programs.

9. **Liability.** Alaska ChartLink makes every effort to protect the confidentiality and privacy of Patient health information. In addition, Alaska ChartLink has implemented policies, procedures and technical protections to further limit unauthorized access to Patient information. Accordingly, Patient for himself and his successors in interest, assigns, heirs, agents, trustees and representatives, does unequivocally discharge and forever release Alaska ChartLink, its directors, staff, or employees from any and all liability, claims (legal, equitable, administrative or otherwise) and damages he/she could have alleged against Alaska ChartLink, including but not limited to liability, claims and damages related to Alaska ChartLink's delivery of Patient's medical records.

10. Miscellaneous:

- a. Assignment. This agreement shall not be assignable or transferable by Patient or Alaska ChartLink except upon the written consent to such assignment by the other party.
- b. Entire Agreement. This Agreement constitutes the entire agreement between Patient and Alaska ChartLink with respect to access to the Network.
- c. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Alaska and federal privacy laws such as HIPAA, to the extent they preempt Alaska state law.
- d. Notice. All notices and other communications required or permitted to be given shall be made in writing and shall be considered given and received when (a) personally delivered to the other party; (b) delivered by courier; (c) delivered by facsimile; or (d) deposited in the U.S. Mail, postage prepaid, return receipt requested and addressed as set forth below or at such other address such party shall have specified by notice given in accordance with the provisions of this section.

ACKNOWLEDGEMENT OF PATIENT RIGHTS _____ (INITIAL):

I acknowledge that I have been made aware of The Patient Bill of Rights on display at Alaska ChartLink's website (<http://www.alaskachartlink.com>). I acknowledge that I may receive a copy of the Patient Bill of Rights upon request.

ACKNOWLEDGEMENT OF PRIVACY NOTICE____ (INITIAL):

I acknowledge that I have received a copy of the Alaska ChartLink Notice of Privacy Practices attached hereto as Exhibit A. I further acknowledge that should the Privacy Notice change, I may obtain a revised notice by contacting visiting the Alaska ChartLink website.

Signature of Patient

Date

_____ **for Alaska ChartLink**

Date

EXHIBIT A

Alaska ChartLink Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Alaska ChartLink is not a Covered Entity, as defined by the Health Insurance Portability and Accountability Act (HIPAA). This Notice of Privacy Practices is provided to you as a courtesy and in relation to various business associate relationships that Alaska ChartLink may enter. This notice describes how we may use or disclose your PHI, with whom PHI may be shared, and the safeguards we have in place to protect PHI. This notice also describes your ability to access or amend your PHI. We are required to abide by the terms of the notice currently in effect, however, we reserve the right to change the terms of this notice and make the new notice provisions effective for all PHI that it maintains. If this notice is revised or updated, you will promptly receive a revised notice.

ACKNOWLEDGMENT OF RECEIPT OF THIS NOTICE

You will be asked to provide a signed acknowledgment of receipt of this notice. Our intent is to make you aware of the possible uses and disclosures of your PHI. The delivery of your healthcare services will in no way be conditioned upon your signed acknowledgment. If you decline to provide a signed acknowledgment, we will continue to provide your services, and will use and disclose your PHI for treatment, payment and operations when necessary.

HOW WE PROTECT YOUR PHI

We protect your PHI a variety of ways. For example, we authorize individuals to access your PHI only to the extent necessary to conduct treatment, payment or health care operations, such as exchange of prescription information between providers. We take steps to secure our buildings and electronic systems from unauthorized access. We train our employees on our written confidentiality policy and procedures and employees are subject to disciplinary action if they violate them. When we share information with third parties, they are also required to maintain the confidentiality of your PHI. Our privacy policy and practices apply equally to current and former members, so you can be assured that we will maintain your confidentiality even if you no longer retain services from us.

INFORMATION WE OBTAIN

We obtain PHI that we need to conduct our normal business functions and to comply with the law. Examples of your PHI include your name, Social Security number, address, telephone number, account number, employment, medical history, health records, billing information, etc.

We obtain most of your PHI directly from you or your exchanges with other parties. We may also obtain information from third parties related to your finances, employment, medical history, and other PHI. These third parties may include agents, employers, health care providers, other health plans or insurers, and state and federal agencies.

INFORMATION WE DISCLOSE

We may use or disclose the PHI we obtain about you as described above with other third parties for treatment (e.g. assessing your needs), payment (e.g. evaluating claims) and/or healthcare operations (e.g. processing applications for services). Examples of other types of uses and disclosures include limited HIPAA compliant marketing, processing payments, administering contracts and processing transactions that you request. We may also disclose your PHI as permitted or required by law.

CLIENT ABILITIES

You are provided with the following abilities regarding the use and disclosure of your PHI: (1) the ability to request restrictions on certain uses and disclosures of PHI, although we are not required to agree to the requested restriction; (2) the ability to receive confidential communications of PHI; (3) the ability to inspect and copy PHI, with reasonable costs of copying to apply; (4) the ability to amend PHI as allowed under HIPAA; (5) the ability to receive an accounting of disclosures of PHI; and (6) the ability to obtain a paper copy of this notice upon request.

AUTHORIZATION

There may be times when we would like to release your PHI for other reasons. At those times, and before we disclose it, we will ask you to provide us with written authorization. Written authorizations may be revoked at any time, except to the extent that we have already taken action in reliance upon the authorization, or if the authorization was obtained as a condition of obtaining insurance coverage, in which case the insurer has the right to contest a claim under the policy.

COMPLAINTS

If you believe these privacy rights have been violated, you may file a written complaint with the Alaska ChartLink Privacy Officer or the Department of Health and Human Services. No retaliation will occur against you for filing a complaint.

CONTACT INFORMATION

You may contact Alaska ChartLink's Privacy Officer for further information about the complaint process or for further explanation of this Privacy Policy. The Privacy Officer may be contacted at _____, or by phone at (907) _____.