

**DOCUMENT 34:
NEW MEXICO HEALTH INFORMATION COLLABORATIVE
SUBSCRIPTION AGREEMENT**

**New Mexico Health Information Collaborative
Subscription Agreement**

This New Mexico Health Information Collaborative Subscription Agreement (this "Agreement") is made between Lovelace Clinic Foundation, a New Mexico nonprofit corporation, with a principal place of business located at 2309 Renard Place SE, Suite 103, Albuquerque, New Mexico 87106 ("LCF") and the following Person (the "Participant"):

Participant: _____

Type of Person: _____
(i.e. corporation, individual, etc.)

Address: _____

Effective on the date that the last of LCF and Participant sign this Agreement, in consideration of the mutual promises, covenants, and agreements contained herein, LCF and Participant agree:

1. **Definitions.** Capitalized words and phrases used in this Agreement shall have the meaning ascribed to them in the attached Glossary.

2. **Background.** LCF is the grantee of the Grant, awarded to LCF by the U.S. Department of Health & Human Services, Agency for Healthcare Research and Quality. The purpose of the Grant is to create a community-wide health information exchange. LCF has received additional financial and other support from the State of New Mexico, numerous health care organizations, other nonprofit and community organizations, and employers located in New Mexico. Under the Grant, LCF has developed the Services to facilitate the exchange of health information among NMHIC Collaborators and the Participant desires to participate with other NMHIC Collaborators in the use of the Services to improve the quality and cost-effectiveness of health care in New Mexico, all in accordance with the terms and conditions of this Agreement.

3. **Subscription.** LCF grants a nontransferable (except as provided in Section 18(i), below), nonexclusive license to Participant, on a by-User, password-restricted basis, to, subject to the terms and conditions of this Agreement, access and use one or more of the NMHIC Software Applications, as identified on an executed Application Schedule, on the Site Equipment and the Host, from one or more Workstations, through the internet.

4. Application Schedules. A separate Application Schedule will apply to each NMHIC Software Application, or group of NMHIC Software Applications, Participant is authorized to access and use. Each Application Schedule will refer to this Agreement, may set forth additional terms and conditions applicable to such NMHIC Software Application(s), and will become effective as an integral part of this Agreement upon its execution by Participant and LCF.

5. Disclosure and Use of Electronic Protected Health Information for Purposes of Treatment.

(a) In General. For the purpose of disclosing NMHIC EPHI of an Individual to a Treating Health Care Provider for the Individual's Treatment, Participant shall make disclosure of such Individual's NMHIC EPHI to LCF in the manner set forth in this Section 5. LCF shall use the disclosed NMHIC EPHI solely for the purposes of this Agreement and for purpose of facilitating the prompt, accurate, private, and secure disclosure by Participant to a Treating Health Care Provider of the Individual's NMHIC EPHI for the Individual's Treatment. The NMHIC EPHI shall be disclosed to LCF and the Treating Health Care Provider solely through the use of one or more of the NMHIC Software Applications.

(b) Disclosure and Use of Electronic Demographic Data Set to LCF. In order to facilitate the prompt, accurate, private, and secure disclosure of an Individual's NMHIC EPHI maintained by the NMHIC Collaborators to a Treating Health Care Provider, Participant shall disclose to LCF an Electronic Demographic Data Set on a periodic and regular basis, but not less frequently than daily. LCF shall use the Electronic Demographic Data Set received from Participant and the Electronic Demographic Data Sets provided to LCF from other NMHIC Collaborators to create and maintain a Master Patient Index. The Participant's Electronic Demographic Data Set shall not be disclosed by LCF to any other NMHIC Collaborator, nor shall the aggregate, or any part thereof, of the Electronic Demographic Data Sets received from all NMHIC Collaborators, including the Electronic Demographic Data Set received from Participant, be disclosed by LCF to any Person or used for any purpose other than the maintenance of the Master Patient Index. The Master Patient Index shall not be used by LCF for any purpose other than the Services provided to Participant and other NMHIC Collaborators.

(c) Disclosure and Use of NMHIC EPHI for Treatment.

(i) A Treating Health Care Provider may utilize one or more of the NMHIC Software Applications to make a Patient Health Care Information Request. In response to a Patient Health Care Information Request, LCF will disclose to the Treating Health Care Provider any NMHIC EPHI disclosed to LCF by Participant and other NMHIC Collaborators of the Individual that is the subject of the Patient Health Care Information Request.

(ii) In connection with the Treatment of an Individual, Participant may utilize one or more of the NMHIC Software Applications to disclose Electronic Protected Health Information of an Individual to a NMHIC Collaborator (e.g., a referral from one Health Care Provider to another). Utilizing the Master Patient Index and one or more of the NMHIC Software Applications, LCF will disclose Electronic Protected Health Care Information of an Individual to a NMHIC Collaborator as directed by the Participant.

(d) Use of Electronic Protected Health Information for Maintenance and Operation of the Services. LCF may use, but not disclose to any other Person, NMHIC EPHI, the Electronic Demographic Data Set, and any Protected Health Information transmitted by Participant utilizing the Services for purposes of system administration, assessment, testing, and problem identification; provided that all such use must be solely for the purposes of the provision of the Services by LCF to the NMHIC Collaborators.

(e) Use of Electronic Protected Health Information for Reports to NMHIC Collaborators. LCF may use NMHIC EPHI, the Electronic Demographic Data Set, and any Protected Health Information transmitted by Participant utilizing the Services, for the creation of reports related to the usage of the Services by NMHIC Collaborators and the performance of the Services by LCF; provided, however, that such reports shall not include any Individually Identifiable Health Information.

6. LCF as Business Associate of Participant, other NMHIC Collaborators, and the Treating Health Care Provider. With respect to the Electronic Demographic Data Set and the NMHIC EPHI disclosed to and used by LCF for the purposes of this Agreement, and disclosed by LCF to a Treating Health Care Provider, and with respect to any other Electronic Protected Health Information created or received by LCF under this Agreement or as a result of providing the Services, LCF acknowledges that it is acting as a Business Associate of one or more of the Participant, the other NMHIC Collaborators, and the Treating Health Care Provider, and LCF agrees as follows:

(a) LCF shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. LCF shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits as required by the HIPAA Regulations. LCF shall report to Participant any Security Incident of which it becomes aware.

(b) LCF shall use appropriate safeguards to prevent use or disclosure of any Protected Health Information other than as provided for under this Agreement.

(c) LCF shall report to Participant any use or disclosure of Protected Health Information not permitted by this Agreement of which it becomes aware.

(d) LCF shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information, agrees to the same restrictions and conditions that apply through this Agreement to LCF with respect to such information.

(e) LCF shall make any amendments or corrections to any Protected Health Information created or received by it from or on behalf of Participant that the Participant directs or agrees to pursuant to the HIPAA Regulations, at the request of the Participant or of an Individual.

(f) LCF shall make available to Participant any Protected Health Information received from, or created or received by it on behalf of the Participant, necessary for Participant

to respond to a request by an Individual for access to, inspection and for a copy of Protected Health Information of the Individual in compliance with the HIPAA Regulations.

(g) LCF shall make available internal practices, books and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by it on behalf of the Participant to the Participant, or to the Secretary, for purposes of the Secretary determining the Participant's compliance with the HIPAA Regulations.

(h) LCF agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Participant to respond to a request by an Individual for an accounting of disclosures of Protected Health information in accordance with the HIPAA Regulations.

(i) Upon termination of this Agreement, LCF shall return or destroy all Protected Health Information received from, or created or received by LCF on behalf of the Participant that LCF maintains in any form, and retain no copies of such information.

(j) In addition to the foregoing, LCF and Participant shall enter into Participant's form business associate agreement, substantially in the form of attached Exhibit D.

7. Identification of Users; Limitation on Use of NMHIC EPHI by Participant.

(a) Participant, through its Principal Contact, shall provide in writing to LCF the names of those Users authorized by Participant to access and use each NMHIC Software Application for which the Participant has executed an Application Schedule. LCF shall assign each such User a unique username and password, that will allow the User access to the NMHIC Software Applications which User is authorized to access, and deliver in writing the usernames and passwords to the Participant's Principal Contact. The Participant's Principal Contact shall advise each User of his or her username and password, and obtain a signed User Agreement, in the form of attached Exhibit A, from each User. Participant shall immediately notify LCF in writing of any User that is no longer authorized by Participant to access and use a NMHIC Software Application, and LCF will promptly terminate such User's access to such NMHIC Software Application(s).

(b) Participant, for itself on behalf of each User, agrees:

(i) to access and use the NMHIC Software Applications and the NMHIC EPHI only in connection with the Treatment of an Individual; and

(ii) to use or disclose any NMHIC EPHI obtained through the use of the NMHIC Software Applications only in compliance with this Agreement and all applicable federal, state, and local laws, statutes, and regulations.

(c) Participant shall be responsible for all acts and omissions of Users and all other Persons who access the Services through the Participant or by use of any username or password received or obtained by Participant from LCF.

8. Site Equipment. LCF will provide, install, and maintain the Site Equipment at Participant's Facility. LCF shall install and maintain the NMHIC Applications Software on the Site Equipment and provide such connections between the Site Equipment and the Participant's computer network(s) required for the NMHIC Software Applications to create the Electronic Demographic Data Set and to disclose to LCF and to the Treating Health Care Provider the NMHIC EPHI of the Individual maintained by the Participant, if any, in response to a Patient Health Care Information Request. The Site Equipment shall be owned by LCF, and LCF may, during the Term, replace or modify the Site Equipment. Participant shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the Site Equipment. Participant shall not remove the Site Equipment from the Participant's Facility, or move the Site Equipment from the installed location at the Participant's Facility to another location within the Participant's Facility, without the prior written consent of LCF.

9. Host. LCF will provide all equipment, software, and services necessary for the operation and maintenance of the Host and an internet connection between the Site Equipment and the Host. Participant is responsible for providing Users with internet connections for communication with Host via the internet. LCF agrees to install, operate, and maintain the NMHIC Software Applications, which Participant has opted to utilize as set out in the Application Schedules, on the Host. LCF agrees to allow Users to access and use the NMHIC Software Applications on the Host via the internet in accordance with the terms and conditions of this Agreement. Prior to each access or use, the User shall be required to enter his or her unique username and password, and to acknowledge that access to and transmission of information utilizing the NMHIC Software Applications is subject to this Agreement, and to applicable federal and state laws and regulations relating to the protection of personal information, including health information.

10. Restrictions on Use of NMHIC Software Applications, Site Equipment, and the Services. Participant agrees not to sublicense, license, rent, sell, loan, give or otherwise distribute all or any part of the NMHIC Software Applications, the Site Equipment or the Services to any third party. Participant agrees not to reverse engineer, disassemble, decompile, modify, or alter the NMHIC Software Application, or any copy thereof, in whole or in part.

11. Training. LCF will from time to time provide group training sessions for NMHIC Collaborators on the use of the Services. At the request of Participant, LCF will provide training to Participant and Users authorized by Participant for such charges and costs as agreed to between LCF and Participant.

12. Fees. For so long as the Grant provides funding to LCF for the Services, the Services shall be provided to Participant without charge. Upon the termination of funding provided by the Grant, it is anticipated that the NMHIC Collaborators will be charged a fee for the Services.

13. Confidential Information. During the term of this Agreement, the parties may exchange information which may represent confidential and proprietary trade secrets of the disclosing party, and which may include, but not be limited to, business plans, product applications, studies, reports, methods, processes, software designs, and other technical and business information which by its nature is deemed confidential, (hereinafter referred to as "Proprietary Information"). Each party agrees to hold all Proprietary Information of another party disclosed to it under this Agreement in trust and confidence and not disclose or use such Proprietary Information except for

the purposes of carrying out obligations under this Agreement. This Agreement shall not restrict disclosure or use of Proprietary Information that is:

- (a) already known to the recipient as evidenced by the records of the recipient; or
- (b) obtained without restriction as to further disclosure from a source other than the other party, which source is under no obligation (written or otherwise) of confidentiality to the party claiming the information to be its Proprietary Information; or
- (c) generally available to the public when received, or thereafter becomes generally available to the public through no fault of the recipient; or
- (d) developed independently by the recipient without access to the Proprietary Information of the other party.

As used in this Agreement, the Electronic Demographic Data Set, the NMHIC EPHI, and any Electronic Protected Health Care Information disclosed by a User to another Person utilizing the Services shall not be Propriety Information that is subject to the restrictions contained in this Section 13.

14. Advisory Committee. LCF shall establish and maintain an Advisory Committee, consisting of representatives of each of the NMHIC Collaborators. Participant shall designate one person as its representative on the Advisory Committee. LCF shall hold regular meetings of the Advisory Committee. The Advisory Committee shall review, consider, and provide advice to LCF with respect to all aspects of the Services, including, but not limited to: (i) technical, administrative, and security matters; (ii) matters related to legal issues; and (iii) the scope of information available through the Services.

15. Warranties/Indemnification.

(a) LCF will hold Participant harmless from any damages or liabilities resulting from third-party claims that any NMHIC Software Application or its use infringe U.S. patents, copyrights or similar intangible rights, provided that Participant will promptly notify LCF of the matter, cooperate with LCF as requested, and permit LCF to control the investigation, defense, and disposition of the same. LCF does not warrant that operation of the NMHIC Software Applications shall be uninterrupted or error free or that it shall meet Participant's needs. Participant is solely responsible for the accuracy and integrity of its own data, reports, documentation, and security and for its use of information obtained through its utilization of the Services.

(b) (i) If a liability is claimed against Participant based wholly or in part upon the negligence, malpractice, breach of contract, or comparative fault of LCF, LCF employees or LCF's contractors, including subcontractors, LCF shall indemnify Participant for that portion of Participant's liability, established by settlement or judgment, and that portion of Participant's defense costs, including attorney's fees, which is attributable solely to the percentage of fault of LCF, LCF's employees, or LCF's contractors, including subcontractors.

(ii) If a liability is claimed against LCF based wholly or in part upon the negligence, malpractice, breach of contract, or comparative fault of Participant, Participant's employees, or Participant's contractors, including subcontractors, Participant shall indemnify LCF for that portion of LCF's liability, established by settlement or judgment, and that portion of LCF's defense costs, including attorney's fees, which is attributable solely to the percentage of fault of Participant, Participant's employees, or Participant's contractors, including subcontractors.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY LCF WITH RESPECT TO THE NMHIC SOFTWARE APPLICATIONS, THE SERVICES OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND LCF SPECIFICALLY DISCLAIMS) ALL WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Limitation of Liability. IN NO EVENT SHALL LCF BE LIABLE TO PARTICIPANT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, EVEN IF LCF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

17. Term and Termination.

(a) Unless terminated earlier as provided below, the term of this Agreement shall commence on the effective date and shall end on June 30, 2007.

(b) Either LCF or Participant may terminate this Agreement at any time for no reason or for any reason upon ninety (90) days written notice to the other.

(c) Either LCF or Participant may terminate this Agreement immediately upon written notice to the other party, upon a material breach by the other party of any term or condition of this Agreement.

(d) Upon the expiration of the term or the earlier termination of this Agreement, regardless of the reason, Participant shall: (i) immediately cease use of the NMHIC Software Applications; and (ii) LCF shall promptly comply with the requirements of Section 6(i), above.

18. Miscellaneous.

(a) LCF may refer to Participant as a NMHIC Collaborator in any advertising, publicity, or marketing materials and in any reports or communications related to the Grant. Participant may refer to LCF and the Services in any advertising, publicity, or marketing materials.

(b) Except as expressly stated herein, the terms and conditions of this Agreement may not be amended, waived, or modified, except in a writing signed by the party to be charged therewith.

(c) No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.

(d) If any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, and in any other jurisdiction, shall not be affected thereby.

(e) All notices and other communications under this Agreement shall be in writing and shall be delivered to a party's Principal Contact.

(f) Neither party shall be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside its reasonable control.

(g) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, excluding its principles of conflicts of law.

(h) This Agreement may be executed in one or more counterparts.

(i) This Agreement is binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties. Neither party may assign its rights, powers, duties, or obligations under this Agreement without the written consent of the other party, except in the case of a merger, acquisition of substantially all of the assets of a party, or by operation of law. It is anticipated that LCF may assign its rights, powers, duties and obligations under this Agreement to another Person, organized and operated specifically to provide the Services; provided that this Agreement shall not be so assigned by LCF without the written consent of the Participant.

19. Principal Contacts. The Principal Contacts of the parties for purposes of this Agreement are:

Participant:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Unsecured Email: _____

LCF:

Name: NMHIC Subscription Agreement Coordinator
Address: Lovelace Clinic Foundation
2309 Renard Place, SE, Suite 103
Albuquerque, NM 87106
Telephone: (505) 262-7857
Facsimile: (505) 262-7598
Unsecured Email: [to be added]

A party may, from time to time, by written notice to the other party, change its Principal Contact.

Lovelace Clinic Foundation,
a New Mexico nonprofit corporation

Participant:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GLOSSARY

“Application Schedules” shall mean one or more schedules executed by Participant and LCF describing the specific NMHIC Software Applications to which Participant is a subscriber.

“Business Associate” shall have the same meaning as the term “business associate” under the HIPAA Regulations.

“Electronic Demographic Data Set” shall mean Electronic Protected Health Information maintained by the Participant that consists only of the following identifiers of Individuals:

- (i) name;
- (ii) postal address information;
- (iii) social security number; and
- (iv) medical record number

“Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” under the HIPAA Regulations.

“Grant” shall mean Agency for Healthcare Research Quality, Grant #5 UC1 HS015447-02; Project Title: New Mexico Health Information Collaborative.

“Health Care Provider” shall have the same meaning as the term “health care provider” under the HIPAA Regulations.

“HIPAA Regulations” means the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information [45 C.F.R. Parts 160 and 164] promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect on the date of this Agreement and as may be amended, modified, or renumbered.

“Host” means the host computer system maintained and operated by LCF at LCF’s Facility on which LCF has installed the NMHIC Software Applications.

“Individual” shall have the same meaning as the term “individual” under the HIPAA Regulations.

“Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” under the HIPAA Regulations.

“LCF’s Facility” shall mean the physical premises of LCF located at 2309 Renard Place SE, Suite 103, Albuquerque, New Mexico 87106.

“Master Patient Index” means the software created and maintained by LCF that, utilizing the Electronic Demographic Data Set, identifies the existence of NMHIC EPHI of a specified Individual at one or more of the NMHIC Collaborators.

“NMHIC Collaborators” shall mean the Participant and each other Person that has signed a NMHIC Subscription Agreement with LCF on terms and conditions that are substantially the same as this Agreement.

“NMHIC EPHI” shall mean an Individual’s Electronic Protected Health Information as maintained by the Participant limited, however, to the specific information described on attached Exhibit B.

“NMHIC Software Applications” shall mean one or more of the software applications offered by LCF as a part of the Services.

“Participant” shall mean the Person identified on the first page of this Agreement that is a party to this Agreement.

“Participant’s Facility” shall mean the physical premises of Participant located at the Participant’s address as shown on the first page of this Agreement.

“Patient Health Care Information Request” shall mean a request made by or for a Treating Health Care Provider for NMHIC PHI of an Individual through the Service.

“Person” shall mean any of an Individual, a partnership, a corporation, limited liability company, or other entity recognized by law.

“Principal Contact” shall mean the person identified in Section 20 of this Agreement, who shall serve as the person responsible for interactions between LCF and the Participant with respect to this Agreement.

“Protected Health Information” shall have the same meaning as the term “protected health information” under the HIPAA Regulations.

“Required By Law” shall have the same meaning as the term “required by law” under the HIPAA Regulations.

“Secretary” shall have the same meaning as the term “secretary” under the HIPAA Regulations.

“Security Incident” shall have the same meaning as the term “security incident” under the HIPAA Regulations.

“Services” shall mean the services provided by LCF under this Agreement, including: (i) the operation and maintenance of the Master Patient Index; (ii) the provision of access to the NMHIC Software Applications; (iii) the operation and maintenance of the NMHIC Software Applications, the Host, and the Site Equipment; and, (iv) the provision of reports to the Participant.

“Site Equipment” shall mean the computer hardware and other equipment provided by LCF and maintained at Participant’s Facility as described on attached Exhibit C.

“Treating Health Care Provider” means a Health Care Provider that: (i) is a User; and (ii) is providing Treatment to an Individual, or has a reasonable expectation that he or she will, based

upon a referral made by another Health Care Provider or an appointment or other contact made by an Individual, will be providing Treatment to an Individual.

“Treatment” shall have the same meaning as the term “treatment” under the HIPAA Regulations.

“User” shall mean each authorized person who receives a password for access to one or more NMHIC Software Applications.

“Workstation” means an electronic computing device, for example, a laptop or desktop computer, or any other device that performs similar functions, from which a User may access the NMHIC Software Applications through the internet.

Exhibit A
Form of User Agreement

**NEW MEXICO HEALTH INFORMATION COLLABORATIVE USER
AGREEMENT**

(NAME OF ENTITY) (“Participant”) has entered into a Subscription Agreement with the New Mexico Health Information Collaborative (“NMHIC”). Pursuant to the Subscription Agreement, Users authorized by Participant will, in connection with the treatment of patients, have access to one or more NMHIC Software Applications that allow the User to: (i) access patient information assembled from patient information maintained by other NMHIC participants; and/or (ii) transmit patient information to other NMHIC participants. The undersigned has been authorized by Participant to access and use those NMHIC Software Applications indicated below, and the undersigned acknowledges and agrees:

As a provider of medical services at the Participant, I will have access to and use of the NMHIC Software Applications designated below. I agree to access use the NMHIC Software Application(s) only in connection with the treatment of a patient. I hereby agree to protect and maintain the confidentiality of all patient information I access or transmit utilizing NMHIC Software Applications. With respect to any information obtained or transmitted utilizing the NMHIC Software Applications, I agree to comply with all applicable federal, state, and local laws, statutes, and regulations, including those which relate to the confidentiality of patient medical records and other patient information, as well as the rules and regulations of Participant governing the confidentiality of patient records and information. I further agree that I will require any individual under my control to likewise protect and maintain the confidentiality of the information accessed or transmitted utilizing the NMHIC Software Applications.

As an authorized User, I understand that I will be issued a unique identifier and password that will allow me to access and use the NMHIC Software Application(s) that I am authorized to use. I agree to protect and maintain the confidentiality of my unique identifier and password not to disclose them to anyone.

I understand that my failure to comply with the terms of this Agreement will result termination of my access to the NMHIC Software Applications and may constitute cause for disciplinary action by Participant.

Date

By: _____
(Signature)

(Printed)

(Title)

The NMHIC Software Applications which the foregoing User is authorized to access and use are:

- NMHIC Patient Healthcare Request Application - This application allows a Treating Health Care Provider to make a Patient Health Care Information Request utilizing the Services.
- NMHIC Messaging Application - This application allows Participant to transmit and disclose Electronic Protected Health Information to a NMHIC Collaborator in connection with the Treatment of an Individual utilizing the Services.

Exhibit B
NMHIC EPHI

Remote Database Server Process
Patient Interface Specification

File Name: patientdemo.txt

File Location: [remote server]\[incoming share]

HL7 Compliant: No

Record Grain: Single row constitutes a single patient as they are currently identified.

Row Delimiter: Carriage Return (CR)

Field Delimiter: Tab (Other common delimiter types may be used but tab is preferred.)

Column Headers: Column headers are not required.

Note: No quoted delimited files.

File Structure

Pos	Field Contents	Description	Example	Priority
1	Central Exchange (CE) Organizational Code	Given from NMHIC organization	"PRES", "LHSH", "LHP", "HOLYX", "MOLINA"	Required
2	Unique system patient identifier	Internal unique patient identifier	"876239", "90833112"	Required
3	Source system patient medical record number	Medical record number or patient id	"A12397", "001734", "LHP321009-542-2"	Required
4	Last name	Patient's last name in upper case	"SMITH", "CHAVEZ", "BUCKLEY"	Required
5	First name	Patient's first name in upper case	"JOSEPH", "MAGGIE", "ERIN"	Required
6	Middle name or initial	Patient's middle name in upper case	"MICHAEL", "S", "BLUE"	Required
7	Birth date	Format:MM/DD/YYYY Leave blank if date unknown, do not use default date	"2003-01-30", "2004-08-06"	Required
8	Social security number	Format:123-45-6789 or 123456789	"123-45-6789", "123456789"	Required

Pos	Field Contents	Description	Example	Priority
9	Gender	Format: Single upper case character. Null or empty for unknown	"M", "F"	Required
10	Members family group code	Code which tracks family dependents to plan participants	"545771234*00", "98345-344-001", "98345-344-002"	Low priority
11	Number of family members covered	How many members a family member has covered	"4", "1"	Low priority
12	City of birth	Upper case, no abbreviations	"ALBUQUERQUE", "TAOS"	Low priority
13	Birth state code	Upper case, abbreviation	"NM", "TX", "CO"	Low priority
14	Mothers maiden name	Upper case	"THOMAS", "SANCHEZ", "ORTIZ"	Low priority
15	Ethnicity/Race	Upper case		Low priority
16	Address Field 1	Address Field 1	"123 Sunny Dr"	As possible
17	Address Field 2	Address Field 2	"Apt 234"	As possible
18	Address Field 3	Address Field 3	"Joes home"	As possible
19	City	City	"Santa Fe"	As possible
20	State Abbreviation	State abbreviation code	"NM"	As possible
21	Postal Code	Postal Code / Zip code	"87432-1123", "87456"	As possible

Remote Database Server Process
 Provider Interface Specification

File Name: providerdemo.txt

File Location: [remote server]\[incoming share]

HL7 Compliant: No

Record Grain: Single row constitutes a single provider.

Row Delimiter: Carriage Return (CR)

Field Delimiter: Tab (Other common delimiter types may be used but tab is preferred.)

Column Headers: Column headers are not required.

Note: No quoted delimited files.

File Structure

Pos	Field Contents	Description	Example	Priority
1	Central Exchange (CE) Organizational Code	Given from NMHIC organization	“PRES”, “LHSH”, “LHP”, “HOLYX”, “MOLINA”	Required
2	Unique system provider identifier	Internal unique provider identifier	“876239”, “90833112”	Required
3	Provider Code	Provider number	“20046A”, “221933868”, “80250”	Required
4	Last Name	Provider last name	“LYNCH”, “HICKEY”	Required
5	First Name	Provider First Name	“JOHN”, “ERIC”	Required
6	Middle Name	Provider middle name	“RONALD”, “SCOTT”	Required
7	Social Security Number	Provider social security number	“850226544”, “250447891”	Required
8	DEA number	DEA number	“A2A342342424”	Required
9	Provider Specialty Code	Provider specialty code	“FAMILY PRACTICE”, “E.N.T.”, “PRIMARY CARE”	Required, As possible
10	State provider number	State provider number	“XX33312xx”	Required, As possible
11	Facility Name	Name of facility where provider is located	“UNIVERSITY PHYSICIANS ASSOC-NM”, “SAN JUAN NEPHROLOGY”	Optional

Remote Database Server Process
 Procedure Interface Specification

File Name: pxtran.txt

File Location: [remote server]\[incoming share]

HL7 Compliant: No

Record Grain: Single row constitutes a single procedure.

Row Delimiter: Carriage Return (CR)

Field Delimiter: Tab (Other common delimiter types may be used but tab is preferred.)

Column Headers: Column headers are not required.

Note: No quoted delimited files.

File Structure

Pos	Field Contents	Description	Example	Priority
1	Central Exchange (CE) Organizational Code	Given from NMHIC organization	“PRES”, “LHSH”, “LHP”, “HOLYX”, “MOLINA”	Required
2	Unique source system patient identifier	Internal patient id	“876239”, “90833112”	Required
3	Patient medical record number	Patient’s medical record number	“15878544”, “5487778”	Required
4	Service Date	Date of service	“2005-01-01”, “2005-02-15”	Required
5	Procedure Code	CPT4, ICD, HCPCS	“45781”, “25002”	Required
6	Procedure Code Type	Type of code	“CPT4”, “ICD9”, “HCPCS”, “INTERNAL”	Required
7	Procedure description	Description	—	Required
8	Ordering Provider Code	DEA #, National ID etc	“A123E3334”	Required
9	Ordering Provider internal id	Internal identifier specifying the doctor who performed the procedure	“001002151”, “001031479”	Required, As possible
10	Location	Location where procedure was performed	“GIBSON”, “JOURNAL CTR”	Optional

Remote Database Server Process
Patient Interface Specification

File Name: labtran.dat

File Location: [remote server]\[incoming share]

HL7 Compliant: No

Record Grain: Single row constitutes a single lab test for a given patient.

Row Delimiter: Carriage Return (CR)

Field Delimiter: Tab (Other common delimiter types may be used but tab is preferred.)

Column Headers: Column headers are not required.

Note: No quoted delimited files.

File Structure

Pos	Field Contents	Description	Example	Priority
1	Central Exchange (CE) Organizational Code	Given from NMHIC organization	“PRES”, “LHSH”, “LHP”, “HOLYX”, “MOLINA”	Required
2	Unique internal patient identifier	Internal patient identifier	“876239”, “90833112”	Required
3	Patient medical record number	Medical record number	“000005443”, “005039”	Required
4	Accession Number	Number assigned by lab to identify the sample	“05-090-01166”, “05-090-01116”, “05-090-00220”	Required
5	Order Mnemonic	Abbreviated name of the lab test	“GLU I-STAT”, “HLA-B27”, “COMP PAN”	Required
6	Order Date	Date test was ordered	“1999-02-23”, “2004-09-30”	Required
7	Result Mnemonic	Abbreviated name of lab test results	“HDL”, “CHOL”, “TRIG”	Required
8	Test Result	Lab test results	“3.8”, “159”, “120”	Required
9	Normal Test Low	Low range test value	2.3	Required, As possible
10	Normal Test High	High range test value	8.5	Required, As possible
11	Ordering Provider Code	DEA #, National ID etc	“A123E3334”	Required
12	Ordering Provider internal id	Internal identifier specifying the doctor who ordered the test	“001002151”, “001031479”, “001025350”	Required, As possible

Remote Database Server Process
 Patient Interface Specification

File Name: dxtran.txt

File Location: [remote server]\[incoming share]

HL7 Compliant: No

Record Grain: Single row constitutes a single diagnosis per patient.

Row Delimiter: Carriage Return (CR)

Field Delimiter: Tab (Other common delimiter types may be used but tab is preferred.)

Column Headers: Column headers are not required.

Note: No quoted delimited files.

File Structure

Pos	Field Contents	Description	Example	Priority
1	Central Exchange (CE) Organizational Code	Given from NMHIC organization	“PRES”, “LHSH”, “LHP”, “HOLYX”, “MOLINA”	Required
2	Unique system patient identifier	Internal unique patient identifier	“876239”, “90833112”	Required
3	Patient medical record number	Patient’s medical record number	“A1477745”, “LH12548878”	Required
4	Service Date	Date of service of the encounter in which the diagnosis was made	“2005-01-01”, “2005-02-15”	Required
5	Diagnosis Code	Diagnosis code (ICD9)	“001”, “250.02”	Required
6	Diagnosis description	Description	—	Required
7	Diagnosis Code Modifier	Primary versus secondary diagnosis code	[“1”, “2”] or [“Primary”, “Secondary”]	Required

Remote Database Server Process
 Diagnosis Interface Specification

File Name: rxtran.txt

File Location: [remote server]\[incoming share]

HL7 Compliant: No

Record Grain: Single row constitutes a single row on a pharmacy claim. One claim can have multiple drugs as identified by the Claim Line Number

Row Delimiter: Carriage Return (CR)

Field Delimiter: Tab (Other common delimiter types may be used but tab is preferred.)

Column Headers: Column headers are not required.

Note: No quoted delimited files. In patient and out patient records.

File Structure

Pos	Field Contents	Description	Example	Priority
1	Central Exchange (CE) Organizational Code	Given from NMHC organization	"PRES", "LHSH", "LHP", "HOLYX", "MOLINA"	Required
2	Unique internal patient identifier	Internal patient identifier	"876239", "90833112"	Required
3	Patient medical record number	Medical record number or patient id	"A12397", "001734", "LHP321009-542-2"	Required
4	Dispense Date	Date prescription was dispensed	"2004-08-06"	Required
5	Claim Number	Pharmacy number or other similar id	"7098679862004053265019710", "7098815122320042498840732"	Required
6	Refill Count	Number of times prescription has been refilled	"0", "1", "2", "3"	Required, As possible
7	NDC Code	National Drug Code	"00005019710", "0000003732"	Required
8	Unit Quantity	Quantity of drug dispensed	"240", "15", "35"	Required
9	Supply Days	Number of days for which the drug has been prescribed	"10", "16", "30", "50"	Required, As possible
10	Dispensing Provider Code	DEA number or other code to identify the provider	"2632051", "3137862", "3206073"	Required, As possible

Pos	Field Contents	Description	Example	Priority
11	Dispensing Provider Unique identifier	Internal system number to uniquely identify provider	“2632051”, “3137862”, “3206073”	Required, As possible
12	Prescribing Provider Code	DEA #, National ID etc	“L6558843”, “BL5921122”, “MH0849616”	Required, As possible
13	Prescribing Provider internal id	Internal identifier specifying the doctor who wrote the script	“1234591”, “1A542”	Required, As possible

Exhibit C
Site Equipment

[Placeholder page: Information to be inserted by users of the agreement.]

Exhibit D
Business Associate Agreement

[Placeholder page: Information to be inserted by users of the agreement.]