

**Physician/Hospital/Facility Access to the Personal Health Records of  
Individuals Covered by Health Plans Receiving Claim Services From  
Advanced Health Information Network LLC**

This Agreement is entered into by and between Advanced Health Information Network LLC, a limited liability company domiciled in the State of Arkansas, located at 601 Gaines Street, Little Rock, Arkansas 72201, (“AHIN”) and the undersigned Facility/Hospital (“Facility”).

AHIN electronically maintains a Personal Health Record (“PHR”) containing health data compiled from claims for each individual (“Member”) covered by a health plan insured or administered by the entities listed in Schedule A to this Agreement. Each Member has the option to supplement the claims data in his or her PHR with his or her medical, family and social histories. Each Member also has the option to allow treating Physicians or hospital medical staff to view all or a part of his or her PHR.

Physicians or hospital medical staff has a legitimate need to access PHR data in connection with providing treatment to Member(s).

AHIN can give Physicians/Hospital Medical Staff access to PHR data through its Web-enabled system capable of integrating and aggregating information from disparate computer systems of the health plans.

Now, therefore, in consideration of AHIN granting access to the PHR data, Physician/Hospital Medical Staff warrants and agrees as follows:

- I. Physician/Hospital Medical Staff warrants that he or she is a licensed doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he or she performs such function, and/or is a medical staff member of a hospital/facility.
- II. Physician/Hospital Medical Staff understands and agrees that the PHR data is Protected Health Information (“PHI”) as defined in the Health Insurance Portability and Accountability Act of 1996 and in the regulations implementing the HIPAA Standards for Privacy of Individually Identifiable Health Information.
- III. Physician/Hospital Medical Staff warrants that he or she and any clinical assistant he or she authorizes to view PHR data shall only view the minimum necessary data on a Member's PHR needed to carry out treatment of such Member.
- IV. Physician/Hospital Medical Staff warrants that he or she and all members of his or her staff shall maintain the privacy and security of PHR data in accordance with HIPAA and all other applicable federal and state laws and regulations.
- V. Physician/Hospital Medical Staff understands that because the PHR data is an electronically maintained computer record, which is subject to problems commonly associated with electronic systems, there is a remote chance that a Member's PHR may not be immediately accessible.
- VI. Physician/Hospital Medical Staff understands and agrees that certain claim records may not be in a Member's PHR. The PHR will not include claims records that the Member has elected to not make available. Furthermore, the PHR will not include information about substance abuse treatment and services; about HIV status, testing, diagnosis or treatment; about mental health status, counseling or treatment or about treatment or services relating to sexual abuse, rape, abortion or sexually transmitted diseases, unless the Member chooses to make this information available in his or her PHR.
- VII. Physician/Hospital Medical Staff understands and agrees that a Member's PHR may not contain any information about the Member's medical, family or social history unless the Member has placed such information in his or her PHR. Physician/Hospital Medical Staff also understands that AHIN does not verify the accuracy of information a Member places in his or her PHR.

VIII. Because of the afore mentioned limitations of the PHR data, Physician/Hospital Medical Staff agrees that he or she shall not use a Member's PHR as the only source of information about the Member's health condition and past medical treatments.

IX. Physician/Hospital Medical Staff will indemnify and hold AHIN, its corporate parent and affiliates and their directors, officers and employees harmless from any and all claims and causes of action arising from the Physician's/Hospital Medical Staff's use of PHR data. Physician/Hospital Medical Staff will, without limitation, reimburse AHIN its corporate parent and affiliates and their directors, officers and employees all reasonable attorney's fees and costs incurred in defending such claims or causes of action arising out of or connected with the Physician's/Hospital Medical Staff's use of PHR data.

X. Physician/Hospital Medical Staff authorizes the clinical assistants listed in Schedule B of this Agreement to view a Member's PHR in connection with the Physician's/Hospital Medical Staff treatment of such Member.

XI. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

Executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contact Person Name (AUA or Office Manager)

\_\_\_\_\_  
NPI #

\_\_\_\_\_  
Clinic Name (if physician is associated with clinic)

\_\_\_\_\_  
Clinic NPI # (if different from physicians)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Physician/Hospital Staff Printed Name (First, MI, Last)

\_\_\_\_\_  
Physician/Hospital Staff Signature

Advanced Health Information Network LLC
_____ AHIN Title
_____ Date Signed
_____ AHIN Signature Only

## **Schedule A**

### **Entities Insuring or Administering Health Plans Providing PHR Data**

- I. Arkansas Blue Cross and Blue Shield
- II. Health Advantage
- III. BlueAdvantage Administrators of Arkansas
- IV. USABLE Administrators
- V. USABLE Life

## Schedule B

### Medical Staff Authorized To View PHR Data As a Representative of Physician/Facility

First Name	MI	Last Name	Date of Birth {MM/DD/YYYY}	E-mail

Enter the information above and select **Add Line** to add additional lines.

Date Signed:

Physician/Administrator Signature:

Select **Reset** to reset the fields on the "Schedule B" form. This option will not delete any lines.

Select **X** beside any line you wish to remove from the "Schedule B" list.

To send electronically:

Once all information has been entered into the entire form, including the physician or administrator signature, select **E-mail**.

**NOTE:** If you do not have Microsoft Outlook installed or if you are using a Macintosh, you may have to save the file to your desktop and attach and send it through your internet mail carrier (Yahoo, etc.)

To print and fax:

Once all information has been entered into the entire form select **Print**. Fax the printed copy to: 501-378-2168.

**NOTE:** Be sure that the physician or administrator signature is present before faxing the document.