

APPENDIX L \ Authorization for Use and Disclosure of Records and Information

Note: Below is a form executed by players permitting their medical records to be used by and disclosed among the NFL, NFL clubs, and related parties. This form was collectively bargained between the NFL and NFLPA.

INSERT CLUB NAME AND/OR LOGO

AUTHORIZATION FOR USE AND DISCLOSURE OF RECORDS AND INFORMATION

Name: _____ D.O.B.: _____

Address: _____

1. Persons/Entities Authorized to Release and Disclose Information:

I hereby authorize and give my permission to the following persons and/or entities to release and disclose my medical records and/or protected health information (“PHI”) (as defined under the Health Insurance Portability and Accountability Act, as amended (“HIPAA”) and the regulations thereunder) in the manner described in this Authorization:

[***INSERT CLUB NAME***], (“Club”), the National Football League and each of its member Clubs, as now existing or at any time in the future, the National Football League Drug Advisers, National Invitational Camp, Inc., National Football Scouting, Inc., the advisors to the National Football League’s Policy and Program on Substances of Abuse, the advisors to the National Football League’s Policy on Anabolic Steroids and Related Substances, and respective representatives, agents, and/or employees, owners, officers, servants, staff members, and contractors, any NFL Club medical staff members, team physicians, athletic training staff members, as well as any outside or third-party physicians, physician groups, hospitals, clinics, laboratories, consulting physicians, specialists, and/or healthcare professionals engaged by the NFL or NFL Clubs, and any present and future electronic medical record vendors used by the NFL or NFL Clubs, including, but not limited to, eClinicalWorks, Inc., Infinitt, Inc., and/or Surescripts.

2. Personal Health Information to Be Used and Disclosed:

I hereby authorize the following medical records and/or PHI to be used and disclosed as described in this Authorization to the Authorized Parties:

My entire health or medical record and/or PHI relating to any injury, sickness, disease, mental health condition, physical condition, medical history, medical or clinical status, diagnosis, treatment or prognosis from any source, including without limitation all written and/or electronic information or data, clinical notes, progress notes, discharge summaries, lab results, pathology reports, operative reports, consultations, physicals, physicians’ records, athletic trainers’ records, diagnoses, findings, treatments, history and prognoses, test results, laboratory reports, x-rays, MRI, and/or imaging results, outpatient notes, physical therapy records, occupational therapy records, prescriptions, and any and all other information pertaining to my past or present medical condition, diagnosis, treatment, history, and prognosis. This Authorization expressly includes all records and PHI relating to any mental health treatment, therapy, and/or counseling, but expressly excludes psychotherapy notes.

For purposes of use and disclosure to the National Football League this disclosure shall be subject to the limitations set forth in Section 4(f) below.

3. Persons/Entities Authorized to Receive and Use:

I hereby authorize the following persons and/or entities to receive and use my medical records and/or PHI only for the purposes that are permitted under this Authorization. These persons and entities will be referred to as the “Authorized Parties”:

[INSERT CLUB NAME], the National Football League and each of its member Clubs, as now existing or at any time in the future, the National Football League Drug Advisers, National Invitational Camp, Inc., National Football Scouting, Inc., the advisors to the National Football League’s Policy and Program on Substances of Abuse, the advisors to the National Football League’s Policy on Anabolic Steroids and Related Substances, and respective representatives, agents, and/or employees, owners, officers, servants, staff members, and contractors, any NFL Club medical staff members, team physicians, athletic training staff members, as well as any outside or third-party physicians, physician groups, hospitals, clinics, laboratories, consulting physicians, specialists, and/or healthcare professionals engaged by the NFL or NFL Clubs, and any present and future electronic medical record vendors used by the NFL or NFL Clubs, including, but not limited to, eClinicalWorks, Inc., Infinit, Inc., and/or Surescripts.

4. Purpose of the Disclosure:

For purposes relating only to my actual or potential employment in the National Football League including the provision of healthcare, evaluation, consultation, treatment, therapy, and related services, which purposes are limited to reviewing, discussing, transmitting, disclosing, sharing, and/or using my medical records and PHI: (a) between and among any of the Authorized Parties; (b) with any of my healthcare providers and/or mental health providers; (c) for employment-related injury reports; (d) for the activities of the National Football League Drug Advisers, the advisors to the National Football League’s Policy and Program on Substances of Abuse, and/or the advisors to the National Football League’s Policy on Anabolic Steroids and Related Substances, specifically limited to due diligence and audit activities, investigations of possible violations of the Policies or eligibility for a “therapeutic-use” exception under either Policy; (e) for ophthalmic examinations, consultations or treatment; and/or (f) with respect to disclosure to the National Football League, this authorization shall not be used by the NFL or its member Clubs to obtain documents, evidence, or material for purposes of litigation, grievances, or any dispute with the National Football League or its member clubs, except as contemplated by the August 4, 2011 Collective Bargaining Agreement (CBA), and as is necessary for the NFL and its member Clubs to fulfill their obligations under the CBA.

5. Expiration Event: This Authorization will expire two years from the date on which I was last employed by any NFL Club.

6. Photocopy: A photostatic copy of this Authorization shall be considered as effective and valid as the original.

7. Signature: By my signature below, I acknowledge that I have read this Authorization, understand my rights as described herein, understand that I am allowing medical and mental healthcare providers to disclose my PHI, and have had any questions answered to my satisfaction. I also acknowledge and understand that: this Authorization has been collectively bargained for by the National Football League and the National Football League Players Association.

Signature: _____ Date: _____

NOTICE: You are entitled to a copy of this Authorization after you sign it. You have the right to revoke this Authorization any time by presenting a written request to the Club’s Head Athletic Trainer or his designee, except to the extent that any Authorized Party has relied upon it. Revocation will not apply: 1) to information that has already been released in connection with this Authorization, 2) during a contestability period under applicable law, or 3) if the Authorization was obtained as a condition of obtaining insurance coverage. We may not condition treatment, payment, enrollment or eligibility for benefits on your execution of this authorization, except for the purpose of creating protected health information for disclosure to a third party on provision of Authorization. Information disclosed pursuant to this Authorization may be re-disclosed by the recipient(s) and no longer protected by federal or state privacy laws or regulations. Information disclosed pursuant to this Authorization may include records created by a healthcare provider or mental healthcare provider other than the disclosing party, unless access to such PHI has been restricted as permitted under HIPAA or such provider has expressly prohibited such re-disclosure.