

Definitions Applicable to the MOU Services Agreement

"**ADT**" means data about a patient's admission, discharge or transfer.

"**Agreement**" means the MOU Services Agreement signed by MOU Participant and MX, including all documents incorporated into the Agreement by reference in the Agreement.

"**Authorized User**" means an individual: (i) designated and authorized by MOU Participant, in accordance with the procedures set forth in the Agreement, to access and/or use the Services; and (ii) who is permitted under applicable Law to access and/or use the Services.

"**Breach of Privacy or Security**" means any access, use, receipt or disclosure of PHI (including electronic PHI) that is not in compliance with Law.

"**Breach Notification Policy and Procedure**" means the CalHHS Data Exchange Framework Policy and Procedure, as it may be modified from time to time by CalHHS, available [here](#) as of the date of publication of these definitions.

"**Business Associate**" has the meaning ascribed in 45 C.F.R. § 160.103.

"**Business Associate Agreement**" or "**BAA**" means the business associate agreement that is found at <https://www.manifestmedex.org/resources/> and incorporated into the Agreement by reference therein.

"**CalHHS**" means the California Health and Human Services Agency.

"**CMIA**" means the California Confidentiality of Medical Information Act, California Civil Code Section 56 *et seq.*

"**Confidential Information**" means (a) all trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives and agreements, whether written or verbal, that are confidential in nature and pertains to or is related to the Agreement, (b) all electronic or physical security profiles, security assessments and security audit reports of MX, Participant or an NP Participant and (c), all software, solutions, services and API keys of MX Vendor to which Participant gains access by being a Party; provided, however, that Confidential Information shall not include information that:

- (1) is publicly known at the time of disclosure;
- (2) is already known or obtained by any other Party other than in the course of the other Party's performance pursuant to its "participation agreement", and without breach of any confidentiality, nondisclosure or other agreement by that other Party or in violation of applicable Law;
- (3) is independently developed by any other Party;
- (4) becomes known from an independent source having the right to disclose that information and without similar restrictions as to disclosure and use and without breach of this Agreement, or any other confidentiality or nondisclosure agreement by that other Party; or
- (5) is Patient Data.

"**Data Contributor**" means a person or entity, including, but not limited to, MOU Participant, , NP Participants, Vendors, and other entities, that has entered into a written agreement with MX, either directly or indirectly to provide Patient Data to MX.

"**Data Submission Guidelines**" or "**DSG**" means the guidelines for Participant to submit Patient Data to MX, as provided by MX to Participant from time to time.

"**De-Identified Data**" means data that satisfies the requirements of 45 C.F.R. § 164.514(b).

"**Effective Date**" is defined in the Preamble of the Agreement.

"Fees" means any fees paid pursuant to this Agreement.

"Fee Notice" is defined in Section VI.b. (Change to Subscription Fees) of the Agreement.

"Health Plan" means an entity that either: (a) meets the definition of health plan in HIPAA; or (b) provides core health plan administrative services (at a minimum: medical claims processing services and provider network management services) to a health plan that meets the HIPAA definition.

"Healthcare Data" means Patient Data and/or De-Identified Data that is collected, created, maintained or disclosed by MX.

"Healthcare Provider" means MOU Participant or an NP Participant that either: (a) meets the definition of provider in HIPAA; or (b) is a medical group (e.g., independent practice association) providing core administrative services to a provider that meets the HIPAA definition.

"HIE" is defined in the Recitals of the Agreement.

"HIPAA" means the Health Insurance Portability and Accountability Act.

"HITECH" means the Health Information Technology for Economic and Clinical Health Act.

"Law" means any federal or state law, statute, ordinance, rule, legally binding administrative interpretation, regulation, order, judgment, or decree that is applicable to a Party or to another Person identified in the Agreement. Law shall include, but it not limited to, Health Insurance Portability and Accountability Act ("**HIPAA**") and related regulations; the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and related regulations; and the California Confidentiality of Medical Information Act ("**CMIA**") and related regulations.

"Material Service Change" means either: (a) a material cessation or reduction in the functionality or interfaces of the System; or (b) a reduction in the level of Services provided by MX.

"MX Vendor" means a person or entity with which MX has entered into a written agreement to provide technology or other services in connection with providing Services or the ADT Exchange.

"NP Participant" means a person or entity that has either (1) entered into a "participation agreement" or other services agreement with MX to act as a Data Contributor and/or receive Patient Data from MX but is not a Party to the Agreement or (2) entered into an agreement with a health information network or similar entity (such as eHealthExchange) that permits data exchange with MX.

"Party" means MOU Participant or MX.

"Patient" means an individual whose Patient Data is contributed to MX by a Data Contributor.

"Patient Data" means health information that: (a) is created or received by a Healthcare Provider or Health Plan; (b) relates to: (i) past, present or future physical or mental health of a Patient, or (ii) the provision of health care to a Patient; (c) identifies the Patient, or there is a reasonable basis to believe the information can be used to identify the Patient (including Protected Health Information, as that term is defined in HIPAA, and Medical Information, as that term is defined in the CMIA); and (d) is made available to MX by a Data Contributor pursuant to the Agreement or an NP Participant's participation or services agreement.

"Personnel" means a person or entity's employees, Authorized Users, accountants, attorneys, consultants, directors, agents, representatives, subcontractors and subcontractors' employees that provide, access, receive or use PHI or any part of the Services.

"Policies" mean the privacy policies, security policies and/or procedural requirements adopted by MX and made available to MOU Participant, as amended by MX from time to time. The current version of the Policies can be found at <https://www.manifestmedex.org/resources/>.

"Protected Health Information" or "PHI" has the meaning ascribed in 45 C.F.R. § 164.103.

"Services" means all services provided by MX pursuant to the Agreement.

"Term" is defined in Section VII.a (Term, Termination, And Suspension) of the Agreement.