



**Ensure each item is checked off prior to submitting.**

**Manifest MedEx (MX) Ambulatory Contracting Package**  
**CHECKLIST**

The documents below must be filled out electronically and may be signed **ONLY** by those who have signing authority under the Practices' TIN.

Please complete and check off each item below:

**1. SYSTEM ACCESS LICENSE AGREEMENT**

*(Allows the Participant access to the Manifest MedEx Health Information Exchange Platform)*

- Page 1**
  - Enter date the agreement is being signed
  - Enter practice legal name
- Page 5**
  - Under Participant, have the signatory provide their signature, title, and date (same date as page 1).
  - Under Notice to MX, add the physical and email address that will receive notifications on behalf of the Participant.

**SCHEDULE A** *(Part of the System Access License Agreement)*

- Page 6 & 7** Fill out the fields with the requested information for Sites and Providers. To add additional Sites and Providers, please contact the email below.

**2. MX AMBULATORY DATA CONTRIBUTION INTAKE FORM**

*(Provides the necessary information for MX to onboard the Participant to the Platform)*

- Page 8** Fill out the fields with the requested information. Please provide initials to authorize access to LabCorp, Quest and Radnet in the bottom section on Page 8.

**FOR LABCORP USERS ONLY - LABCORP PROVIDER AUTHORIZATION**

*(Allows MX to receive Participant's LabCorp data)*

- Page 10** Sign up to allow MX to receive Participant's LabCorp Account Number

**Only complete LabCorp Authorization Form if you are a LabCorp user.**

**3. LETTER OF INTENT**

*(Allows MX to list your practice as a participant for the Cal-HOP program)*

- Page 11** Skip this step if you answered "No" to "Do you serve Medi-Cal patients?" on page 9. Copy the organization's letter head, sign, and PD

**If your practice serves Medi-Cal patients, please complete the Cal-HOP LOI. Please return separately before the rest of the packet.**

**SUBMIT THE COMPLETED PACKET ELECTRONICALLY**

Questions? Please contact [ambcontracts@manifestmedex.org](mailto:ambcontracts@manifestmedex.org)  
Phone: (424) 214-0473

**Questions? Contact us via email or phone.**

## SYSTEM ACCESS LICENSE AGREEMENT

THIS AGREEMENT is entered into this Enter date of agreement and legal name of practice. MX, a California nonprofit public benefit corporation (“MX”), and Enter date of agreement and legal name of practice. (“PARTICIPANT”). MX and Participant are referred to in this Agreement and related documents individually as “Party” or collectively as “Parties”.

### RECITALS

MX is organized to facilitate health information aggregation and sharing in a manner that complies with Law.

MX operates a health information exchange (the “HIE”) that will enable its participants to electronically provide and receive health information regarding their patients.

**Participant** is a physician/medical group that will both provide data to and receive data from the HIE. Participant will list any related medical groups or affiliates who will also participate in the HIE in Exhibit A to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this **Agreement**, the parties hereto agree as follows:

### 1. SYSTEM ACCESS LICENSE

A. Participant will participate in the HIE, as set forth in this Agreement.

B. MX grants to Participant for the term of this Agreement, and Participant grants to MX a nontransferable, limited right to access and use the System under the terms of this Agreement including the **MX Policies** ([LINK](#)) and **Definitions** ([LINK](#)). Click on these links to find MX Policies and Definitions of Terms.

C. Participant shall restrict access to and use of the **System** to **Participant** and its **Authorized Users**. Participant shall implement security measures with respect to the System and safeguard **Patient Data** as required by the Agreement. Participant shall notify MX promptly of any unauthorized access or use of the System of which Participant becomes aware.

C. Participant shall, to the reasonable satisfaction of MX, educate and train its Authorized Users regarding the requirements of the Agreement, including the **Policies** and privacy and security protocols.

### 2. TERM

A. Term and Termination. This Agreement shall be effective on the **Effective Date** and shall remain in effect until terminated as described herein. Participant and MX may terminate the Agreement at any time, with or without cause, and without penalty, upon thirty (30) days’ prior written notice. MX may terminate this Agreement if MX determines that Participant’s actions or continued participation in the MX Platform would, or is likely to, endanger the privacy or security of Patient Data or places the Participant out of compliance with the Policies.

B. Effect of Termination on Patient Data. Upon any termination of the Agreement, Participant shall have no continued right to receive or duty to provide Patient Data, or to receive the **Services**. Upon any termination, the Parties will comply with the provisions of the **BAA** as it pertains to **PHI**. If Participant has provided Patient Data to MX, the Parties acknowledge and agree that such Patient Data has been merged with MX’s and/or Participant’s data and, accordingly, it is infeasible to destroy, delete or return that Patient Data. MX shall

protect such Patient Data as it protects all other Patient Data in its possession. To the extent that either Party possesses Patient Data from the other Party, each Party shall protect that Patient Data as it protects all other Patient Data in its possession, but is not required to destroy, delete or return that Patient Data upon termination.

### 3. FEES

Participant as a physician/medical group shall not pay subscription or implementation fees to MX. MX reserves the right to implement fees for physician/medical groups' written notice.

### 4. PRIVACY/SECURITY

**Click on this link to review the Business Associate Agreement (BAA).**

A. Business Associate Agreement (BAA). By executing the Agreement, MX and Participant confirm the terms of the BAA ([LINK](#)) and agree to comply with the BAA. The provisions of this clause and the BAA shall survive termination of this Agreement.

B. Notification of Breach of Privacy or Security. Each Party shall notify the other of any suspected or actual **Breach of Privacy or Security**.

### 5. SYSTEM, SERVICES, and DATA CONTRIBUTION

A. System and Services. MX will provide to Participant the following services (“**Services**”):

- Web-based query portal that enables Participant to look up and access an individual patient’s health information.
- A notification service that alerts Participant when a Patient of Participant is: (i) seen in the emergency department of Participant or an **NP Participant**; or (ii) admitted to or discharged from the hospital of Participant or an NP Participant. Notifications will be based on the patient roster submitted by Participant.
- Reporting and analytic services that support Participant in analyzing the healthcare needs of Participant’s patients.

MX reserves the right to make changes to the Services upon sixty (60) days’ written notice.

MX shall develop and maintain MX Policies ([LINK](#)). MX shall use commercially reasonable efforts to retain and maintain its HITRUST CSF certification in accordance with HITRUST standards.

B. Data Contribution. Physician/Medical Group Participants will provide the

**Review the data contribution agreements for use of MX services at no charge.**

- a. **Patient roster** within 30 days of the Effective Date, and regularly thereafter, if available from the electronic health record system.
- b. Admit, discharge and transfer data (“**ADT messages**”) within 30 days of the Effective Date, and regularly thereafter, if available from the electronic health record system.
- c. Lab data (ORU messages or its equivalent) from national reference labs and transcribed radiology reports by signing an authorization form allowing labs and other entities to send the Participant’s data to MX, as of the Effective Date, and regularly thereafter. Lab and radiology Authorization forms are attached and incorporated by reference herein.
- d. CCDAs (care summaries) within 6 months of the Effective Date, and regularly thereafter.

- e. As other Patient Data become relevant to the HIE, the Parties shall work together to develop a timeline for Participant to contribute such Patient Data to MX. If the Parties do not agree on a timeline within three months after MX sends the notice requesting additional Patient Data to Participant, or MX does not receive such Patient Data pursuant to the Parties' timeline, either Party may terminate this Agreement by providing thirty days' notice to the other Party.

C. MX Use of Data. Subject to the limitations on use of **Healthcare Data** set forth in the Policies, Participant grants to MX a fully-paid, non-exclusive, non-transferable, royalty-free right and license: (a) to license and/or otherwise permit Persons to access through the System and/or to receive from the System all Healthcare Data provided by Participant; (b) to use Healthcare Data provided by Participant to perform any activities MX is allowed to perform under the Agreement (including the Policies); and (c) to use Healthcare Data provided by Participant to carry out MX's duties under the Agreement, including system administration, testing and audits, provision of services, problem identification and resolution and management of the System. MX's rights under this Article shall continue for as long as MX holds or controls Participant's Healthcare Data.

D. Participant Access to System. MX grants to Participant, and Participant accepts, a non-exclusive, personal, nontransferable, limited right to access and use the System under the terms and conditions set forth in the Agreement. Participant's right is conditioned on Participant fully complying with the Agreement and its referenced terms. As a condition, and prior to access to the MX Platform, Participant must designate a **Training/Administrator Point of Contact**.

## 6. REPRESENTATIONS and WARRANTIES

A. Exclusion from Government Programs. Each Party represents and warrants that it and its **Personnel** have not: (a) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (b) been convicted of any crime relating to any federal and/or state reimbursement program.

B. Limited Warranties. Except as otherwise specified in the Agreement: (a) Participant's access to the System, use of the Services, and receipt of Patient Data from MX are provided "as is" and "as available"; and (b) MX does not make any representation or warranty of any kind regarding the System or Services, expressed or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, except those specifically stated in the Agreement.

C. Data Quality. Participant shall use reasonable and appropriate efforts to ensure that all Healthcare Data provided by Participant and/or Personnel to MX is accurate with respect to each Patient. Each Party shall use reasonable and appropriate efforts to assure that its Personnel do not alter or corrupt the Patient Data received by or transmitted from that Party. Participant and its Authorized Users shall use reasonable professional judgment in its use of the Healthcare Data and its application of the Healthcare Data to make clinical decisions.

D. Notice of Data Inaccuracy. Each Party shall promptly notify the other Party of any known inaccuracy in the Patient Data provided to the other Party through the System.

## 7. MUTUAL INDEMNIFICATION and INSURANCE

A. Indemnification. Each Party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party and its Personnel (the "**Indemnified Party**") from and against any and all third-party **Claims** (and all **Damages** arising from or relating to those Claims) arising from: (a) the acts or omissions of the Indemnifying Party related to the Agreement, including the Indemnifying Party's failure to comply with any

obligation or satisfy any representation or warranty under the Agreement; and/or (b) a Breach of Privacy or Security arising out of the Indemnifying Party's acts or omissions.

B. Insurance. During the Term, Participant and any **Business Associate** of Participant that accesses the System shall each obtain and maintain the following insurance coverage or self-insure in the following amounts:

Commercial general liability insurance in the amount commonly carried by a **Person** of the same commercial size and in the same line of business as Participant, but in any event at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the annual aggregate; and

Comprehensive professional liability or errors and omissions (E&O) insurance of the type and in the amount commonly carried by a Person of the same commercial size and in the same line of business as Participant, but in any event at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate.

## 8. PARTICIPANT LIABILITY

The Participant is solely responsible for any and all acts or omissions taken or made in reliance on the System, Healthcare Data and/or other information received from MX, including inaccurate or incomplete information.

## 9. NOTICES

A. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

## 10. JURISDICTION AND DISPUTES

This Agreement shall be governed by the laws of California. All disputes hereunder shall be resolved in the applicable state or federal courts of California. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

## 11. SEVERABILITY, ASSIGNABILITY and INTEGRATION

A. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

B. Assignability. The license granted hereunder is personal to Participant and may not be assigned by any act of Participant or by operation of law unless in connection with a transfer of substantially all the assets of Participant or with the consent of MX.

C. Integration. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

**Manifest MedEx**

By: *Paul Biberkraut*

Title: Chief Financial Officer

Date:

**Notice to MX**

**Manifest MedEx**

**Attn: Chief Executive Officer**

**6001 Shellmound St., Ste. 500**

**Emeryville, CA 94608**

**Email: [legal@manifestmedex.org](mailto:legal@manifestmedex.org)**

**Participant**

By:

Title:

Date:

**Notice to Participant**

**This agreement should be signed at the organizational level (typically associated with a unique Tax Identifier Number (TIN). Sign agreement, enter title of signer, and date signed.**

**Enter Notice Address and who the Notice should be addressed to. Also include email address. The Practice Name should be pre-populated based on your entry above.**

**SYSTEM**

**Site and Provider Details**

In order to proceed, please fill out the “MX Ambulatory System Access License” section of the contract and to initiate implementation. A Provider is defined as a provider who is listed on the sites listed.

**Site Details**

List Practice Sites & Provider details associated with this

Site Name	Provider Count	Org Type	Org NPI	TIN																	No
																					No
																					No
																					No
																					No
																					No
																					No
																					No
																					No
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**Provider Details**

Only list providers who practice **full time** in the practice access MX products. If a provider does not want login c

**Enter provider details for all full-time providers:**

- **First Name**
- **Last Name**
- **Email (if the provider wants access to MX services)**
- **Mobile Phone Number (if provider wants access to MX services)**
- **Provider Type (e.g. MD, PA, NP)**
- **Specialty (internal medicine, family practice, pediatrics, cardiology, pulmonology, endocrinology, or OB-GYN)**
- **Provider NPI (10-digits)**
- **Site (listed above) at which provider primarily practices at**

Provider First Name	Provider Last Name	Email																							





**Enter practice address, name and email of person completing form**

Participant Name		
Legal Name of Medical Group or Practice (Name on System Access License Agreement/Participation Agreement):		
Address of Organization:		
Person who filled out this form:	Name:	Email:

General Participant Information	<b>Identify contact details for:</b> <b>1. Person who signed the agreement above,</b> <b>2. Person in charge of coordinating training on MX service,</b> <b>3. Person who will coordinate IT/data matters, and</b> <b>4. Person who can provide info on practice's clinical priorities</b>
<i>Please list name, title, email, and phone information</i>	
<b>Person who signed the System Access License Agreement:</b>	
Name:	
Email:	
<b>Training POC: Person who will coordinate with MX:</b>	
Name:	
Email:	Phone:

<b>Administrator POC: Person who will coordinate with MX for IT/data matters.</b>	
Name:	Title:
Email:	Phone:
<b>Person who can provide information and insight about the practice's clinical priorities.</b>	
Name:	Title:
Email:	Phone:

Name:	T	<b>Enter at least one kickoff date for MX Customer Success team to onboard your practice to our services.</b>
Email:	P	
<b>Participant agrees to kickoff date within 10 business days of signing agreement.</b>		
Please enter tentative kickoff dates: <input type="text"/> <input type="text"/> <input type="text"/>		

Technical Readiness	<b>Indicate if your practice is connected to these national networks:</b> <b>- Carequality: is your practice an active site on <a href="https://carequality.org/active-sites-search/">https://carequality.org/active-sites-search/</a></b> <b>- Commonwell: listed on <a href="https://www.commonwellalliance.org/who-is-connected">https://www.commonwellalliance.org/who-is-connected</a></b> <b>- eHealth Exchange: listed as a Hub Responder or Hub Two-Way on <a href="https://ehealthexchange.org/participants/">https://ehealthexchange.org/participants/</a></b> <b>Contact your EHR vendor to ensure your data is available through these networks.</b>
<b>Is the Medical Group or Practice...</b>	
Connected to Carequality	
Connected to Commonwell	
Connected to eHealth exchange	

Authorization for Reference Lab and Rad Reports		
<i>Participant authorizes MX to receive national reference lab results and transcribed radiology reports from the following:</i>		
Authorization	Yes/No/Comment	Authorization Initials
Send Lab results from Labcorp to MX		
Send Lab results from Quest to MX		
Send Radiology reports to Radnet from MX		

**Indicate if your practice is sharing lab or radiology reports via these vendors. Initial each response.**



**Indicate if your practice serves Medi-Cal clients. This will help us determine if you are eligible for Cal-HOP.**

Does your practice serve Medi-Cal Clients?	Yes/No/Comment
Participant has valid contract with DHCS or a Medicaid Managed Care Organization to bill for care of Medi-Cal patients.	

<b>MX Data Requirement</b> <i>Please attest to the following in exchange for MX services at no cost.</i>	Authorization Initials
Participant has or will take steps to ensure their patients' CCDA data is available through their vendor's hub or Carequality to meet data contribution requirements in the MX P Agreement.	

**Provide initials to confirm your practice understands the data contribution requirements.**

<b>Associated Hospital Information</b> <i>Please list the top three hospitals where your patients are regularly admitted or seen in the emergency department:</i>

**Indicate the hospitals your patients frequent so we can ensure they are in our HIE.**

**Access to MX Software**  
*Please complete the details below for anyone who should have login credentials to access MX products and services. Indicate if the user should have administrator rights in the last column.*

First Name	Last Name	Email	Mobile Phone Number	Title/Position	Admin Y/N

**Enter these details for anyone who should have access to MX services. Indicate if a user should have administrative rights in the last column.**



### LabCorp PROVIDER AUTHORIZATION

**Lab Connectivity Terms of Use.** These terms of use are a legal agreement between the Participant (referred to as "Participant") and Laboratory Corporation of America Holdings and its subsidiaries... your connection to LabCorp through Manifest MedEx ("Exchange"). As used in this Agreement... physicians or other persons in the practice that are authorized to order laboratory tests under a...

**Only complete this form if you are a LabCorp user.**

**Results.** If LabCorp determines that Participant qualifies for a connection to LabCorp through the Exchange for the installation of a Uni-Directional Interface which allows LabCorp to electronically... signing this Agreement, Participant acknowledges and authorizes LabCorp to transmit results... Participant's relationship with the Exchange.

**If so, make sure you initial and sign the form below.**

_____ initials	<p><b>Copy Only.</b> Participant understands that the Exchange will not deliver the official chartable report of laboratory testing results that complies with applicable reporting laws or otherwise meets the Participant's needs. Please contact your LabCorp Account Representative to establish the LabCorp means to deliver your official chartable report of the laboratory result.</p>
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**Sharing of Data.** By agreeing to these terms of use, Participant directs LabCorp to submit laboratory tests results to the Exchange for delivery to Participant. Participant acknowledges that other practices and persons participating in the Exchange will have access to such results and other information. All terms related to participation in the Exchange, and for any permitted use or access of such data, are solely between Participant and the Exchange. LabCorp assumes no responsibility for how information is used once submitted into the Exchange, and Participant shall indemnify, defend and hold LabCorp harmless from and against any claims of any inappropriate use or release of information.

**No Supplies or Equipment.** LabCorp is not providing any supplies or equipment under this agreement. Participant is responsible for arranging separately for all hardware, software, services, items, devices, or supplies necessary for Participant to connect to the Exchange. Likewise, Participant shall be responsible for all maintenance, support and service fees which are related to Participant's system and to connection to the Exchange.

**Compliance with All Laws and Restricted Use.** It is the intent of the parties hereto to comply with all federal, state and local statutes, regulations and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Section 1877 of the Social Security Act (commonly known as the "Stark Provisions") and the anti-kickback provisions set forth in the fraud and abuse sections of 42 U.S.C. 1320(a), as well as and any regulations issued thereunder and any applicable similar state laws and regulations. The parties agree that pursuant to this Agreement, LabCorp shall only provide items, devices, or supplies that are used solely to order or communicate the results of, tests or procedures provided for Participant, and that any benefit, consideration or remuneration conferred upon Participant by virtue of this Agreement is not conditioned upon the referral of Medicare or Medicaid testing to LabCorp.

**Warranty/Liability.** The connection from LabCorp to the Exchange is provided on an "as-is" and "as-available" basis. LabCorp disclaims any and all warranties with regard to the Exchange. In no event will LabCorp be liable for incidental, consequential, special or indirect damages. In jurisdictions limiting the effect of such a limitation, LabCorp's liability is limited to the greatest extent permitted by law. LabCorp shall not be responsible for any claim in connection with the establishment or performance of the Exchange, nor for how any person may use the data once submitted to the Exchange. Participant hereby expressly releases LabCorp and agrees to indemnify and hold LabCorp harmless from any and all claims, including any and all claims for property damage, personal injuries and/or consequential, punitive or other damages which arise, or are alleged to have arisen, in connection with the establishment, operation or functioning of the Exchange.

**Term and Termination.** Either Party may terminate this agreement at any time upon 15 days notice.

NAME OF PRACTICE: \_\_\_\_\_ LABCORP ACCT NO: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

Completed forms and any questions should be directed to your LabCorp Account Representative: \_\_\_\_\_



[Provider Practice/Hospital Letterhead]

[Date of letter]

To: Claudia Williams  
CEO, Manifest MedEx  
6001 Shellmound St, Suite 500  
Emeryville, CA 94608

**Copy this template onto your practice's letterhead, update, and sign.**  
  
**Submit to "ambcontracts@manifestmedex.org" or upload using the field in Adobe Sign.**

From: [Name] [Title] [Organization]

Subject: Letter of Interest (LOI) to participate in the Cal-HOP Program

[Organization] is interested in participating in the Cal-HOP Program through Manifest MedEx for all of the entities listed in Schedule A of the System Access License Agreement.

[Organization] is selecting Manifest MedEx as its sole Cal-HOP HIO partner and has a valid System Access License Agreement with Manifest MedEx.

[Organization] attests to the following:

1. We have a valid contract with DHCS to bill for Medi-Cal services through FFS or a managed care arrangement.
2. We have or will obtain sufficient staff to onboard interfaces with Manifest MedEx.
3. We have a 2015 certified electronic health electronic records technology (CEHRT) system OR plan to upgrade our CEHRT system by December 31, 2019.
4. OR We use EHR technology capable of sending and/or receiving clinical data and which can achieve the integration required for the Cal-HOP basic HIE technical milestones.
5. We intend to send and receive clinical data to assist eligible providers in meeting Meaningful Use under the Medi-Cal Promoting Interoperability Program.\*
6. We are/intend to access and use ADT- based encounter notifications via a query/response or publish/subscribe mechanism via the HIO.
7. We have/intend to integrate a CURES PDMP data querying and retrieval function into our EHR clinical workflow via either CURES Information Exchange Web Service (IEWS) or Single Sign On.
8. We are interested in onboarding additional advanced interfaces, from the approved listing published by Cal-HOP, with Manifest MedEx, by the specified deadline of September 30, 2021.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

\*formerly known as the Medi-Cal EHR Incentive Program