

## **Definitions Applicable to Ambulatory System Access License Agreement**

**“Administrator”** means one (1) or more individuals designated by Participant to: (a) designate Participant’s Authorized Users; and (b) fulfill other responsibilities specified in the Agreement on behalf of Participant.

**“ADT Messages”** is defined as admit, discharge, and transfer data.

**“Agreement”** means the Ambulatory System Access License Agreement signed by Participant and MX, including all documents incorporated into the Agreement by reference in the Agreement.

**“Authorized User(s)”** means an individual: (i) designated and authorized by an Administrator, in accordance with the procedures set forth in the Agreement, to access and/or use the System and Services on behalf of a Participant; and (ii) who is permitted under applicable Law to access and/or use the System and 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.

**“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 attached to the Agreement via an embedded link and incorporated therein and made a part of the Agreement.

**“Claim(s)”** means any claims, demands, actions, suits, damages, liabilities, losses, settlements, judgements, and costs and expenses (including but not limited to reasonable attorney’s fees and costs) arising from, or in connection with, or based on allegations of third-party claimants of any claims for any breach of this Agreement or violation of applicable Law by the Indemnifying Party.

**“Covered Entity”** has the meaning ascribed in 45 C.F.R. § 160.103.

**“Damages”** means any and all liability, losses, judgments, damages and costs, including reasonable attorneys’ fees, court costs and arbitration fees.

**“Data Contributor”** means a Person, including, but not limited to, 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.

**“Dispute”** is defined as any Claim or disagreement related to the Agreement.

**“Effective Date”** is defined in the Preamble.

**“Fees”** means, collectively, the Subscription Fees, Implementation Offset costs, and any other fees paid pursuant to the Agreement as set forth in Section 3 (FEES).

**“Healthcare Data”** means Patient Data and/or de-identified data (as defined by HIPAA) that is collected, created, maintained or disclosed by MX.

**“HIE”** is defined in the Recitals of the Agreement.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended by HITECH, and the regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164.

**“Indemnified Party”** and **“Indemnifying Party”** are each defined in Section 7 of the Agreement (Mutual Indemnification and Insurance).

**“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.

**“NP Participant”** means a Person that has either (1) entered into a “participation 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.

**“Participant”** is defined in the Preamble.

**“Party”** means 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 the System by a Data Contributor pursuant to the Agreement or an NP Participant’s participation agreement.

**“Person”** means an individual person, an entity, or a governmental organization or agency, including health information exchanges, researchers, Participants, NP Participants and/or an individual(s) who does not participate in MX’s HIE.

**“Personnel”** means a Person’s employees, Authorized Users, accountants, attorneys, consultants, directors, agents, representatives, subcontractors and subcontractors’ employees that provide, access, receive or use any part of the System or the Services.

**“Policies”** mean the privacy policies, security policies and/or procedural requirements adopted by MX and made available to 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.

**“System”** means the HIE and its related technology and Services .

**“Term”** is defined in Section 2 (Term and Termination).

**“Training/Administrator Point of Contact”** is defined as a training coordinator identified by Participant before Participant begins to use the System. The Training/Administrator Point of Contact will be responsible for training Participant’s Authorized Users on the use of the System, and on compliance with the Policies and the Agreement.