

## Definitions for Participation Agreement

1. **Access Policies** shall mean those policies and procedures of a Party that govern the Parties' Participant Members' or End Users', as applicable, ability to exchange information or otherwise use the relevant Party's System.
2. **Applicable Law** shall mean all applicable statutes and regulations of the state(s) or jurisdiction(s) in which the Party operates, as well as all applicable federal statutes and regulations.
3. **Breach** shall have the meaning given to such term in 45 C.F.R. § 164.402, which, as applied to this Agreement, means the unauthorized acquisition, access, disclosure or use of Message Content while Transacting or storing such Message Content pursuant to this Agreement.
4. **Business Associate** shall have the meaning set forth at 45 C.F.R. § 160.103.
5. **Clinical Data Repository** shall mean each System's Individual data aggregation, with each such unique person identified by the methodology used for attribution by the Participant Member's unique enterprise master person index.
6. **Confidential Information** shall mean proprietary or confidential materials or information of a Discloser in any medium or format that a Discloser labels as such upon disclosure. Confidential Information includes, but is not limited to: (i) the Discloser's designs, drawings, procedures, trade secrets, processes, specifications, source code, System architecture, security measures, research and development, including, but not limited to, research protocols and findings, passwords and identifiers, new products, and marketing plans; (ii) proprietary financial and business information of a Discloser; and (iii) information or reports provided by a Discloser to a Receiving Party pursuant to this Agreement. Notwithstanding any label to the contrary, Confidential Information does not include Message Content; any information which is or becomes known publicly through no fault of a Receiving Party; is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from a Discloser as documented by Receiving Party's written records; or, is independently developed by Receiving Party without reference to, reliance on, or use of, Discloser's proprietary or Confidential Information. Message Content is excluded from the definition of Confidential Information because other provisions of this Agreement address the appropriate protections for Message Content.
7. **Covered Entity** shall have the meaning set forth at 45 C.F.R. § 160.103.
8. **Data** shall mean information that is electronically transmitted between Participant Members. This information includes, but is not limited to, Protected Health Information (PHI), de-identified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), pseudonymized data, metadata, Digital Credentials, and schema. Confidential Information is excluded from the

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definition of Data because other provisions of this Agreement address the appropriate protections for Confidential Information.

9. **Days** shall mean calendar days unless otherwise specified.
10. **Digital Credentials** shall mean a mechanism that enables Participant, Participant Members, and Participant Member End Users to electronically prove their identity and, with respect to this Agreement, Participants' rights to Transact Data with other Participant Members and, pursuant to each Participant Member Agreement, Participant Members' rights to exchange, use and disclose information.
11. **Discloser** shall mean a Party that discloses Confidential Information to a Receiving Party.
12. **Dispute** shall mean any controversy, dispute, or disagreement arising out of or relating to this Agreement.
13. **End User** shall mean any individual who is an employee, contractor or agent of a Party who is authorized by such Party to utilize a Party's System to send or receive health information.
14. **Exhibit** shall mean the exhibits entered into between the Parties setting forth the type of Message Content to be Transacted between the Parties, the Permitted Purpose(s), and any specific terms related thereto. In the event of a conflict between an Exhibit and this Agreement, the terms of an Exhibit shall control.
15. **FERPA** shall mean The Family Educational Rights and Privacy Act and its regulations set forth at 34 CFR Part 99.
16. **GINA** shall mean the Genetic Information Nondiscrimination Act of 2008.
17. **GLBA** shall mean the Gramm-Leach-Bliley Act and its associated regulations and rules.
18. **Health care operations** shall have the meaning set forth at 45 C.F.R. § 164.501.
19. **Health Care Provider** shall have the meaning set forth at 45 C.F.R. § 160.103.
20. **Health Information Exchange ("HIE")** shall mean the Systems used and operated by each Party through which the Party enables the exchange, disclosure and/or delivery of certain health information by and among the entities or individuals that have entered into a Participation Agreement with the relevant affiliated Party.
21. **Health Plan** shall have the meaning set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations.
22. **HIPAA or HIPAA Regulations** shall mean the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic

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and Clinical Health Act (“HITECH”), and the implementation regulations thereunder, including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164) promulgated by the U.S. Department of Health and Human Services as in effect on the Effective Date and as may be amended, modified, or renumbered from time to time.

23. **Individual** shall mean an individual receiving health care, mental health, or social services or government benefits and who is the subject of Message Content.
24. **Individual Data** means the protected information relating to an Individual, including without limitation, personally identifiable information and protected health information; name, address, telephone number, financial information, health condition and other information relevant to the provision of services.
25. **Interface** shall mean the services and functionality provided by HIN allowing each Party to Transact Message Content.
26. **Message** shall mean an electronic transmission of Message Content Transacted between the Parties, including the Message Content itself.
27. **Message Content** shall mean the information contained within a Message or accompanying a Message protected by Applicable Law. Message Content Transacted pursuant to this Agreement shall include the information identified in the Exhibit(s) attached to this Agreement.
28. **Notice or Notification** shall mean a written communication, unless otherwise specified in this Agreement, sent to the appropriate Party’s representative, as designated in the signature block.
29. **Participant Member** shall mean any third party who has been authorized to receive Message Content from a Party pursuant to this Agreement. For purposes of this Agreement, Participant Members shall be limited to third parties that have entered into a Participant Member Agreement with the relevant Party that includes relevant privacy protections.
30. **Participant Member Agreement** shall mean an agreement between Participant and its Participant Members, if any, setting forth the terms and conditions on which the Participant Member may access, use, and receive Message Content through Participant.
31. **Participant Member End User** shall mean any individual who is an employee, contractor or agent of a Participant Member who is authorized by such Participant Member to utilize a Party’s System to send or receive health information.
32. **Payment** shall have the meaning set forth at 45 C.F.R. § 164.501.
33. **Permitted Purpose** shall have the meaning set forth in Section 2 of this Agreement.

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34. **Protected Health Information or PHI** shall have the meaning set forth at 45 C.F.R. § 160.103.
35. **Receiving Party** shall mean a Party that receives Confidential Information, in any capacity, from a Discloser
36. **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. For example, attempted but unsuccessful Security Incidents include, but are not limited to, denial of service attacks and intrusion/hack attempts that are blocked by a firewall or other security measures. Successful Security Incidents include, but are not limited to, any accidental or malicious act, including a hack or malware, that: (i) adversely impacts the functionality of an Interface; (ii) permits unauthorized access to the System or a Participant' Clinical Data Repository; (iii) involves the use of a Participants technology resources for illegal purposes or to launch attacks against other individuals or organizations; or (iv) impacts the integrity of the Message Content.
37. **Specially Protected Information** shall mean health information about an Individual that is protected in a manner that is more stringent than HIPAA, such as under 42 CFR Part 2, the relevant state mental health code or other state or federal privacy laws.
38. **System** shall mean software, portal, platform, or other electronic medium controlled by a Party through which the Party conducts its Health Information Exchange related activities. For purposes of this definition, it shall not matter whether the Party controls the software, portal, platform, or medium through ownership, lease, license, or otherwise.
39. **Term** shall have the meaning set forth in Section 11.
40. **Transact** or **Transaction** shall mean to send, request, store, and receive Message Content.
41. **Treatment** shall have the meaning set forth at 45 C.F.R. § 164.501.