

<b>TITLE: CONNECTDIRECT DEFINITIONS POLICY</b>	
<b>STATUS: FINAL</b>	<b>EFFECTIVE DATE: 03/01/2022</b>
<b>VERSION: 3</b>	<b>PAGE: 1 OF 4</b>

I. PURPOSE

This Policy defines the terms applicable to the ConnectDirect Participation Agreement and to the ConnectDirect Service.

II. SCOPE

This Policy applies to ClinicalConnect HIE's ("CCHIE") ConnectDirect Service.

III. POLICY

A. For the purposes of the ConnectDirect Participation Agreement and the ConnectDirect Service, the following terms not otherwise defined in the ConnectDirect Policies and Procedures shall have the meaning ascribed to them below; provided, however, that to the extent not defined below or elsewhere herein, any terms capitalized in the Agreement shall have the meanings ascribed to such terms under HIPAA Regulations, HITECH, and/or other Applicable Law.

1. **Accounting of Disclosures** shall have the meaning set forth at 45 CFR § 164.528 of the HIPAA Regulations.
2. **Agreement** shall mean the ConnectDirect Participation Agreement.
3. **Arbitration** shall mean an alternative means of settling a dispute by impartial persons without proceeding to a court trial.
4. **Business Associate** shall have the meaning set forth at 45 CFR § 160.103 of the HIPAA Regulations.
5. **CCHIE** shall mean ClinicalConnect Health Information Exchange.
6. **ConnectDirect** shall mean the CCHIE Direct Secure Messaging Service powered by Secure Exchange Solutions (SES Direct Platform).
7. **Direct or Direct Project** (see: <https://www.directtrust.org/> ) shall mean specifications for a secure, scalable, standards-based way to establish

universal health addressing and transport for participants (including providers, laboratories, hospitals, pharmacies, and patients) to send encrypted health information directly to cryptographically validated recipients over the Internet.

8. **Direct Secure Messaging Service** shall mean a service that allows the subscriber to securely send and receive Health Data in conformance with Direct Standard™ through a contracted internet based HISP.
9. **Health Data** shall mean any identifiable data pertaining to an individual that is exchanged through the ConnectDirect Service and includes, but is not limited to, Protected Health Information as defined by HIPAA.
10. **HIPAA Regulations** shall mean 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 under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by HITECH and as in effect on the date of this Agreement and as may be amended, modified, or renumbered.
11. **HISP - Health Information Service Provider** shall mean a health information service provider that allows participants to share patient health information across a secure network.
12. **ConnectDirect Service** shall have the same meaning as Direct Secure Messaging Service.
13. **HITECH** shall mean the Health Information Technology for Economic and Clinical Health Act of 2009 (which was part of the American Recovery and Reinvestment Act of 2009 (ARRA)), and any of its implementing regulations.
14. **Individually Identifiable Health Information** shall have the meaning set forth at CFR § 160.103 of the HIPAA Regulations.
15. **Notice** shall mean a written communication to provide notice.
16. **Operating Policies and Procedures** shall mean the policies and procedures adopted by CCHIE that describe management, operation, and participation with ConnectDirect, as amended from time to time. The Operating Policies and Procedures will include, but are not limited to, the creation of standard Participation Materials, which each Participant will use without modification.
17. **Participant** shall mean the person or entity that signs the ClinicalConnect HIE ConnectDirect Participation Agreement.
18. **Participant Administrator(s)** shall mean the person(s) designated by the Participant for maintenance and management of its Participants Users use of

and access to ConnectDirect. Each Administrator will possess access based on their role and responsibilities.

19. **Participation Agreement** shall mean the Agreement.

19.1. **Agreement** shall mean the ConnectDirect Participation Agreement.

20. **Participant Directory** shall mean the DirectTrust database accessible to Participants and Participant's Users containing email addresses of all participants and their users.

21. **Permitted Purposes** shall mean the reason for which the Participant may use the ConnectDirect Service. Participant agrees to use the ConnectDirect Service to send Health Data or use Health Data received from other Direct participants only in strict compliance with HIPAA, HITECH, other applicable law, and at all times in conformance with Direct Standard™ and Direct "Rules of the Road".

22. **Protected Health Information or PHI** shall have the meaning set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations.

23. **Provider(s)** shall mean a provider of medical or health care services.

24. **Receiver** shall mean the designated party to which Health Data was shared with by the Participant using the ConnectDirect Service.

25. **Secure Exchange Solutions (SES)** shall refer to a trusted industry-leading HISP which provides the cloud-hosted framework for ConnectDirect, including secure messaging, user identity authentication, packaging email messages following strict exchange standards, encrypting message contents and attachments to ensure confidentiality and integrity, communicating with other trusted HISPs, and performing trust verification between sending and receiving health care organizations or individuals.

26. **Super Protected Data or "SPD"** is defined by the Pennsylvania eHealth Partnership Authority as health information related to HIV/AIDS, mental/behavioral health, drug and alcohol abuse services and treatment administered by a licensed provider or facility.

27. **Users** shall mean those persons who have been authorized to share and access Health Data using the ConnectDirect Service in a manner defined by the respective Participant. "Users" may include, but are not limited to, health care providers, employees, contractors, or agents of the Participant.

#### IV. Revision History

<b>DATE</b>	<b>AUTHOR</b>	<b>COMMENTS</b>
3/2018 – 8/2018	Dianne Clark, Laura Mosesso and Joanne Onyshko	Initial draft of CCHIE HISP Service Policies
2/16/2022	Laura Mosesso	Updated HISP Services to ConnectDirect Service, updated verbiage for applicability and consistency across all ConnectDirect materials.
3/1/2022	Laura Mosesso	Finalized Policy