

STATEWIDE COMMON PARTICIPATION AGREEMENT

This Statewide Common Participation Agreement (this “**SCPA**” or “**Agreement**”) is made and entered into by and among New York eHealth Collaborative, Inc., a New York not-for-profit corporation with its principal place of business at 99 Washington Avenue, Suite 1750, Albany, NY 12210 (“**NYeC**”), the Qualified Entities (as defined at 10 N.Y.C.R.R. § 300.1), each a New York not-for-profit corporation with its principal place of business set forth at the location set forth on the signature page hereto, and any other Qualified Entity that may join this Agreement by executing an instrument of joinder agreeing to be bound by the terms of this Agreement (each, a “**QE**” and collectively, the “**QEs**”), and the individual or entity identified on an election schedule substantially in the form attached hereto as Exhibit A (as amended, modified or replaced from time to time, the “**Election Schedule**”) (such individual or entity being a SHIN-NY participant (as defined below) and identified as “**Participant**”). NYeC, the QEs, and Participant may be referred to each individually as a “**Party**” and collectively as the “**Parties**.” Without limiting any obligation to execute this Agreement by a certain date, the Effective Date of this Agreement shall be the later of July 1, 2025 and the date on which Participant initially executes the Election Schedule (the “**Effective Date**”).

RECITALS

1. The New York State Department of Health (“**NYS DOH**”), NYeC, and QEs have been working collaboratively to develop and facilitate the use of health information technology to support the provision of better, more cost effective health care through use of the Statewide Health Information Network for New York (the “**SHIN-NY**”) in accordance with the regulations set forth at Part 300 of Title 10 of the New York Codes, Rules and Regulations, as amended from time to time (the “**SHIN-NY Regulations**”).
2. NYeC is the designee (the “**State Designated Entity**” or “**SDE**”) of NYS DOH, under their public-private partnership, responsible for managing and overseeing the implementation of the SHIN-NY pursuant to the contract between NYS DOH and NYeC effective as of April 1, 2014, as replaced first by the contract effective as of April 1, 2018, and then by the contract effective as of April 1, 2023, and as further amended, modified, replaced and restated from time to time (the “**NYeC DOH Contract**”).
3. The SHIN-NY is the technical infrastructure, supportive policies, and set of agreements (and the transactions, relations and data that are created by and through such policies and set of agreements) between NYS DOH, NYeC, the QEs, and SHIN-NY participants that make possible the secure electronic exchange of health information in New York State for authorized purposes, including between and among, directly or indirectly, health care providers, health plans, and other organizations, each of whom is a SHIN-NY participant.
4. To keep pace with modern data exchange practices and the shifting national landscape of health information exchange, and to reflect evolving needs of the Parties and other SHIN-NY participants for timely, efficient and secure access to health information, NYeC and NYS DOH have been working collaboratively to develop, as part of the SHIN-NY, a statewide data infrastructure (the “**SDI**”) maintained by NYeC, an infrastructure which includes a secure statewide data repository.

5. The SHIN-NY, and the Parties' actions and interactions in relation to the SHIN-NY, are governed by those existing and anticipated standard operating policies and procedures (“**SHIN-NY SOPs**”) that are developed and amended from time to time in accordance with the Statewide Collaboration Process (as defined below), including, but not limited to, those SHIN-NY SOPs described on Exhibit B.
6. NYS DOH issued amended SHIN-NY Regulations in July 2024 to establish a “statewide common participation agreement” under which SHIN-NY participants may exchange patient information through the SHIN-NY.
7. Participant desires to participate in the SHIN-NY in accordance with the terms and conditions of this SCPA so that Participant may contribute data to, receive services from and/or access data from the SHIN-NY.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

Capitalized terms used in this Agreement have the meanings set forth in this Section 1.

- 1.1 “**Additional SHIN-NY Data**” is SHIN-NY Data that is not Core SHIN-NY Data.
- 1.2 “**Agreement**” has the meaning set forth in the preamble to this Agreement.
- 1.3 “**Arbitration Rules**” has the meaning set forth in Section 14.3 to this Agreement.
- 1.4 “**Authorized User**” means an individual designated to access and use a SHIN-NY Platform and the State-Funded Participant Services on behalf of a SHIN-NY participant and who satisfies the requirements of Section 5.2(a).
- 1.5 “**BAA**” or “**Business Associate Agreement**” means a business associate agreement that meets the applicable requirements of HIPAA.
- 1.6 “**Confidential Information**” has the meaning set forth in Section 13.1 of this Agreement.
- 1.7 “**Contribute**” means to contribute, share, disclose, transfer or otherwise make available and “**Contribution**” means information so contributed, shared, disclosed, transferred or otherwise made available.
- 1.8 “**Core QE Data**” means data that a SHIN-NY participant (other than an SDI Waiver Participant) must Contribute to a QE Platform under this SCPA and that must be made available for the QE Permitted Purposes. “**Core QE Data**” shall be defined in the SHIN-NY SOPs. Data may be both Core QE Data and Core SDI Data. For example, Core QE Data may include the Common Clinical Data Set (CCDS) and Admission, Discharge, Transfer Notifications (ADTs), and Core SDI Data may include ADTs.

1.9 “**Core SDI Data**” means data that must be Contributed to the SDI, either by an SDI Waiver Participant directly to the SDI or by QEs that receive such data from their SHIN-NY participants, and that must be made available for the SDI Permitted Purposes. “Core SDI Data” shall be defined in the SHIN-NY SOPs.

1.10 “**Core SHIN-NY Data**” means Core QE Data and/or Core SDI Data, as applicable.

1.11 “**Data Breach**” means “breach” as defined at 45 C.F.R. § 164.402.

1.12 “**Data Provider**” means a Participant that Contributes data to a SHIN-NY Platform. All Regulated Participants shall be Data Providers, and Voluntary Participants may also be required to be Data Providers under the SHIN-NY SOPs.

1.13 “**Data Recipient**” means a Participant that may access and use data held in a SHIN-NY Platform.

1.14 “**Deactivated User**” means an individual whose credentials to access a SHIN-NY Platform have been suspended, deactivated, or revoked.

1.15 “**Designated HIN**” means one or more HINs selected by Participant on its Election Schedule as the Recipient HIN and/or the Servicing HIN.

1.16 “**Disclosing Party**” has the meaning set forth in Section 13.2 to this Agreement.

1.17 “**Dispute**” has the meaning set forth in Section 14.1 to this Agreement.

1.18 “**Effective Date**” has the meaning set forth in the preamble to this Agreement.

1.19 “**Election Schedule**” has the meaning set forth in the preamble to this Agreement.

1.20 “**Force Majeure Event**” has the meaning set forth in Section 15.8 to this Agreement.

1.21 “**Funding Agreement**” means the agreement between a QE and NYeC regarding receipt by QE of funding for the provision of the State-Funded Participant Services (e.g., the Funding Agreement or any agreement that amends, modifies or replaces such agreement).

1.22 “**Government Authority**” has the meaning set forth in Section 13.4 to this Agreement.

1.23 “**Health Information Network**” or “**HIN**” means a health information network that is part of the SHIN-NY. An HIN shall be either a QE or NYeC.

1.24 “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996 and the regulations issued under Parts 160, 162, and 164 of Title 45 of the Code of Federal Regulations.

1.25 “**Non-PHI**” means SHIN-NY Data that is not PHI.

- 1.26 “**NYeC**” has the meaning set forth in the preamble to this Agreement.
- 1.27 “**NYeC Board**” means the Board of Directors of NYeC.
- 1.28 “**NYeC DOH Contract**” has the meaning set forth in the recitals to this Agreement.
- 1.29 “**NYS DOH**” has the meaning set forth in the recitals to this Agreement.
- 1.30 “**Other Networks**” means a network that exchanges information about individuals, including health information or social services information, that is not part of the SHIN-NY. “Other Networks” shall include, but are not limited to, any QHIN that is neither a QE nor NYeC.
- 1.31 “**Part 2**” means the federal substance use disorder confidentiality regulations set forth at 42 C.F.R. Part 2.
- 1.32 “**Participant**” has the meaning set forth in the preamble to this Agreement.
- 1.33 “**Participant Tech**” means all software and hardware that is necessary for Participant to Contribute the Core SHIN-NY Data to Recipient HIN and/or to access and use Servicing HIN’s SHIN-NY Platform and the State-Funded Participant Services, as applicable.
- 1.34 “**Party**” or “**Parties**” has the meaning set forth in the preamble to this Agreement.
- 1.35 “**Permitted Purposes**” means, collectively, the QE Permitted Purposes and the SDI Permitted Purposes.
- 1.36 “**PHI**” or “**Protected Health Information**” has the meaning set forth at 45 C.F.R. § 160.103.
- 1.37 “**Prior Agreement**” means any agreement (including applicable terms and conditions, business associate agreements and QE-specific policies and procedures) regarding Participant’s receipt of services from a QE that was entered into prior to the Effective Date.
- 1.38 “**Prohibited Purposes**” means the purposes for which SHIN-NY Data may not be used or disclosed.
- 1.39 “**QE**” or “**QEs**” has the meaning set forth in the preamble to this Agreement.
- 1.40 “**QE Permitted Purposes**” means the purposes for which SHIN-NY Data maintained in a QE Platform may be used or disclosed in accordance with this SCPA and the SHIN-NY SOPs.
- 1.41 “**QE Platform**” means the platform by which a QE maintains SHIN-NY Data.
- 1.42 “**QEPA**” means the agreement between a QE and NYeC regarding such QE’s participation in the SHIN-NY and the respective roles and responsibilities between and among the HINs (e.g., the Qualified Entity Participation Agreement or any agreement that amends, modifies or replaces such agreement).

- 1.43 “**QHIN**” means a qualified health information network under TEFCA.
- 1.44 “**QSOA**” or “**Qualified Service Organization Agreement**” means a qualified service organization agreement that meets the requirements of 42 C.F.R. § 2.11.
- 1.45 “**Receiving Party**” has the meaning set forth in Section 13.2 to this Agreement.
- 1.46 “**Recipient HIN**” means an HIN selected by Participant on its Election Schedule to receive data Contributions from Participant.
- 1.47 “**Regulated Participant**” means a SHIN-NY participant that is required under 10 N.Y.C.R.R. § 300.6(a) to become a SHIN-NY participant.
- 1.48 “**Safeguards**” means administrative, technical, and physical safeguards governing hardware, software, data, systems (including, as applicable, the SHIN-NY Platforms), and users of the foregoing.
- 1.49 “**SCPA**” has the meaning set forth in the preamble to this Agreement.
- 1.50 “**SDI**” has the meaning set forth in the recitals to this Agreement.
- 1.51 “**SDI Permitted Purposes**” means the purposes for which SHIN-NY Data maintained in the SDI may be used or disclosed in accordance with this SCPA and the SHIN-NY SOPs.
- 1.52 “**SDI Waiver Participant**” means a SHIN-NY participant that has received a waiver from NYS DOH under 10 N.Y.C.R.R. § 300.6(b)(4) and has agreed to provide Core SDI Data directly to the SDI.
- 1.53 “**Security Incident**” has the meaning as the term “Security Incident” as defined in 45 C.F.R. § 164.304.
- 1.54 “**Sensitive Data**” means any data that the SHIN-NY SOPs indicate must be tagged or labeled by a SHIN-NY participant as being subject to state or federal privacy laws that impose more stringent requirements as compared to laws that apply to most other categories of SHIN-NY Data.
- 1.55 “**Servicing HIN**” means an HIN selected by Participant on its Election Schedule to provide to Participant access to and use of such HIN’s SHIN-NY Platform and the State-Funded Participant Services.
- 1.56 “**SHIN-NY**” has the meaning set forth in the recitals to this Agreement.
- 1.57 “**SHIN-NY Data**” means any and all data Contributed by SHIN-NY participants to the SHIN-NY Platforms in accordance with this SCPA. SHIN-NY Data is either Non-PHI or PHI and either Core SHIN-NY Data or Additional SHIN-NY Data. Some or all SHIN-NY Data may be designated as Core SHIN-NY Data through the Statewide Collaboration Process.

1.58 “**SHIN-NY participant**” means an individual or entity that meets the definition of “SHIN-NY participant” set forth at 10 N.Y.C.R.R. § 300.1 and any further requirements for qualifying as a “SHIN-NY participant” as set forth in the SHIN-NY SOPs.

1.59 “**SHIN-NY Platform**” means any QE Platform and the SDI.

1.60 “**SHIN-NY Regulations**” has the meaning set forth in the recitals to this Agreement.

1.61 “**SHIN-NY SOPs**” has the meaning set forth in the recitals to this Agreement.

1.62 “**State Designated Entity**” or “**SDE**” has the meaning set forth in the recitals to this Agreement.

1.63 “**State-Funded Participant Services**” means services provided by an HIN to SHIN-NY participants that are funded in whole or in part by NYS DOH. “State-Funded Participant Services” shall be defined in the SHIN-NY SOPs.

1.64 “**Statewide Collaboration Process**” or “**SCP**” means an open, transparent process within which stakeholders contribute to recommendations for the SCPA and the SHIN-NY SOPs. The “Statewide Collaboration Process” shall be further defined in the SHIN-NY SOPs.

1.65 “**TEFCA**” means the Trusted Exchange Framework and Common Agreement operating under the oversight of the federal Assistant Secretary for Technology Policy and Office of the National Coordinator for Health Information Technology and the Recognized Coordinating Entity selected by such agency.

1.66 “**User List**” means a SHIN-NY participant’s list of all such participant’s Authorized Users, together with any information related to Authorized Users as required by the SHIN-NY SOPs.

1.67 “**Value-Added Services**” means any services provided by an HIN to SHIN-NY participants that are not State-Funded Participant Services, but that require access to or use of SHIN-NY Data. Value-Added Services may include, but are not limited to, providing a SHIN-NY participant with access to Additional SHIN-NY Data. For the avoidance of doubt, an HIN’s provision of services to a Participant that do not involve data held on a SHIN-NY Platform (e.g., an HIN’s analysis of data held on a Participant’s own systems) shall not be considered Value-Added Services and shall not be subject to the terms of this SCPA.

1.68 “**Vendor Terms and Conditions**” has the meaning set forth in Section 6.2(b) to this Agreement.

1.69 “**Voluntary Participant**” means any SHIN-NY participant that is not a Regulated Participant.

2. SCPA PURPOSE & SHIN-NY PLATFORMS.

2.1 **SCPA Purpose.** This SCPA sets forth the Parties' respective rights, duties and obligations with respect to, and the terms and conditions regarding: (i) Participant's participation in the SHIN-NY and use of the SHIN-NY Platforms; (ii) Participant's Contribution of data to and use of data maintained in the SHIN-NY Platforms; and (iii) QEs' and NYeC's interactions with each other and with Participant related thereto, including, but not limited to, exchanging data with and providing services to Participant.

2.2 **Roles of SHIN-NY Stakeholders.**

(a) **SHIN-NY Participants' Role.** SHIN-NY participants that are Data Providers (including Participant, if applicable) shall Contribute data to the SHIN-NY in accordance with Section 4. SHIN-NY participants that are Data Recipients (including Participant, if applicable) may use SHIN-NY Data for Permitted Purposes.

(b) **QEs' Role.** Each QE shall:

(i) receive and maintain Core QE Data and other SHIN-NY Data Contributed by SHIN-NY participants to such QE (including SHIN-NY Data Contributed by Participant, if Participant selects a QE as its Recipient HIN) in its respective QE Platform;

(ii) exchange SHIN-NY Data (including, at a minimum, Core QE Data) with other HINs in accordance with the Permitted Purposes;

(iii) provide Core SDI Data to the SDI;

(iv) enable the exchange of SHIN-NY Data (including, at a minimum, Core QE Data) between and among SHIN-NY participants (including Participant) in accordance with the Permitted Purposes, and

(v) provide access to and use of its respective QE Platform and the State-Funded Participant Services to those SHIN-NY participants who select such QE as their Servicing HIN.

(c) **NYeC Role.** NYeC shall:

(i) receive and maintain Core SDI Data Contributed by SHIN-NY participants to NYeC (including Core SDI Data Contributed by Participant, if Participant selects NYeC as its Recipient HIN) in the SDI;

(ii) exchange Core SDI Data with other HINs in accordance with the Permitted Purposes;

(iii) enable the exchange of SHIN-NY Data between and among QEs and SHIN-NY participants (including Participant);

(iv) provide access to and use of the SDI and the State-Funded Participant Services to those SHIN-NY participants who are permitted to select, and do select, NYeC as their Servicing HIN; and

(v) monitor and oversee the SHIN-NY in its role as the SDE.

(d) **NYS DOH Role.** NYS DOH serves as the New York state agency responsible for the regulation and continued oversight of the SHIN-NY and NYeC's role as the SDE. NYS DOH is also a SHIN-NY participant.

3. PARTICIPANT ELECTIONS AND REGISTRATION.

3.1 **Election Schedule.** By submitting and executing an Election Schedule in the form attached hereto as Exhibit A in accordance with the process set forth in the SHIN-NY SOPs, Participant agrees to be bound by this SCPA and selects the applicable Designated HIN or Designated HINs selected in such Election Schedule as its Recipient HIN and Servicing HIN. Such Election Schedule, as modified from time to time in accordance with Section 3.2, is incorporated into this SCPA. The form of Election Schedule may be amended, modified or replaced from time to time as determined by NYeC to be consistent with the SHIN-NY SOPs and SHIN-NY Regulations.

3.2 **Modifying Election.** Participant may, in its sole discretion and without any action by or writing signed by any other Party, change its selections or make new or additional selections on its Election Schedule during such times as set forth in the SHIN-NY SOPs, by submitting and executing a revised Election Schedule in accordance with the process set forth in the SHIN-NY SOPs. Any such change in selection or new or additional selections shall be effective as set forth in the SHIN-NY SOPs.

3.3 Designated HINs.

(a) **Single Designated HIN.** Unless otherwise permitted by the SHIN-NY SOPs and the Election Schedule, Participant shall select and designate on its Election Schedule the same HIN to be its Recipient HIN and its Servicing HIN.

(b) **Multiple Designated HINs.** If the Election Schedule and the SHIN-NY SOPs permit Participant to select more than one Designated HIN and Participant makes such an election, then (i) the HINs selected on the Election Schedule shall be each individually considered as a Designated HIN and collectively considered as the Designated HINs; (ii) all references in this SCPA to a singular Designated HIN shall be construed to refer to all Designated HINs; (iii) all references to a singular Recipient HIN or Servicing HIN shall be construed to refer to all Recipient HINs and Servicing HINs, respectively; and (iv) all rights, duties, and obligations in the SCPA applicable or accruing to a Designated HIN, Recipient HIN, or Servicing HIN shall apply to each Designated HIN, unless otherwise specified.

(c) **Identity of Recipient HIN For SDI Waiver Participants.** If Participant is an SDI Waiver Participant, Recipient HIN shall be NYeC and Participant shall make selections on its Election Schedule accordingly.

3.4 SCPA Required.

(a) Prior to Contributing data to the SHIN-NY Platforms or accessing or using any SHIN-NY Platform or the State-Funded Participant Services or Value-Added Services from

any HIN, Participant shall enter into and execute this SCPA by making its selection on and executing the Election Schedule as required by this SCPA.

(b) The requirement to enter into and execute the SCPA applies equally to Regulated Participants and Voluntary Participants. That is, if a Voluntary Participant elects to become a SHIN-NY participant, such Voluntary Participant shall be required to enter into and execute the SCPA as a condition of becoming a SHIN-NY participant and shall comply with all applicable terms of the SCPA.

(c) The requirement to enter into and execute the SCPA further applies to any entity that desires to receive Value-Added Services from any HIN.

3.5 **Impact of SCPA on Prior Agreements.** By executing this SCPA, any Prior Agreement between Participant and one or more HIN is hereby terminated and replaced with this SCPA effective as of the Effective Date, provided however that: (i) any such Prior Agreement may remain in effect if (x) such agreement does not in any way apply to State-Funded Participant Services; and (y) Participant and the applicable HIN promptly amend such agreement as necessary in order to comply with Section 7.2(d); and (ii) any rights, duties, or obligations that accrued prior to termination of such Prior Agreement shall survive such termination in accordance with the terms of the Prior Agreement and shall not be otherwise affected by this SCPA.

3.6 **Registration.**

(a) **General Requirements.** To the extent necessary to Contribute data or to access or use the Designated HIN's SHIN-NY Platform or the State-Funded Participant Services, and to the extent requested by Designated HIN, Participant shall register with Designated HIN by providing any documents and information requested by Designated HIN; provided that any documents requested by Designated HIN and any Designated HIN requirements shall not conflict with or otherwise be inconsistent with the SHIN-NY SOPs or this SCPA.

(b) **Registration Types.** Participant shall register with Designated HIN as either a "Data Provider" or a "Data Recipient," or as both. Participant shall only participate in the SHIN-NY in accordance with its registration type (i.e., if Participant registers as a Data Provider but not as a Data Recipient, it cannot act as and is not entitled to the rights of a Data Recipient).

(c) **HIN Ability to Reject Election.** Designated HIN may decline to accept Participant's election for cause as set forth in the SHIN-NY SOPs. Permissible reasons for rejecting Participant's election may include Participant's failure to meet SHIN-NY participant standards as set forth in the SHIN-NY SOPs. In the event Designated HIN declines to accept Participant's election (i) Designated HIN shall promptly communicate such decision to Participant and NYeC; and (ii) Participant may elect another Designated HIN in accordance with the SHIN-NY SOPs, unless this Agreement is terminated in accordance with Section 12.

4. **DATA CONTRIBUTIONS.**

4.1 **Contributions.** Subject to Section 4.2, Participant, if a Data Provider, shall: (x) as soon as practicable after the Effective Date, establish and thereafter maintain a connection to Recipient HIN's SHIN-NY Platform; and (y) commencing as soon as practicable after the

Effective Date, Contribute Core SHIN-NY Data to Recipient HIN's SHIN-NY Platform (and update such data) in accordance with the requirements of, and in such frequency and at such times as are specified by, SHIN-NY SOPs. For the avoidance of doubt and subject to Section 4.1(a), Participant shall Contribute Core SHIN-NY Data to the QE Platforms of the HINs designated as Recipient HINs on its Election Schedule, unless Participant is an SDI Waiver Participant, in which case Participant shall Contribute the Core SHIN-NY Data to the SDI and may, but shall not be obligated to, Contribute data, including Core SHIN-NY Data, to any QE Platforms as agreed upon by Participant and such QEs.

(a) Scope of Contributed SHIN-NY Data. Participant shall Contribute to Recipient HIN's SHIN-NY Platform the Core SHIN-NY Data as set forth in the SHIN-NY SOPs, it being understood that the type and amount of Core SHIN-NY Data to be Contributed may differ based on whether Participant Contributes Core SHIN-NY Data to the SDI or to one or more QE Platforms. Participant shall Contribute Core SHIN-NY Data for all of its patients, members, enrollees or clients, as applicable, and shall not withhold or otherwise prevent Contribution of any Core SHIN-NY Data unless Participant has obtained a waiver under Section 4.2 or the SHIN-NY SOPs or applicable law exempt such Core SHIN-NY Data from the requirement to Contribute. Participant shall Contribute data that was created before the Effective Date (e.g., data relating to patient encounters that occurred prior to the Effective Date) to the extent required in the SHIN-NY SOPs.

(b) Data Accuracy. Participant shall use commercially reasonable efforts to ensure that all SHIN-NY Data Contributed by Participant reflects the data in Participant's information systems, including Participant's electronic health records if applicable, and such SHIN-NY Data is accurate, free from serious error, reasonably complete, and provided in a format and medium in accordance with any applicable standards set forth in the SHIN-NY SOPs. Participant shall cooperate and assist Recipient HIN in promptly correcting any identified inaccuracies or errors in such SHIN-NY Data.

4.2 Waiver. Participant shall have no obligation to Contribute data, including Core SHIN-NY Data, to the SHIN-NY Platforms to the extent NYS DOH has waived Participant's requirement to Contribute pursuant to 10 N.Y.C.R.R. § 300.6(c) and in accordance with the SHIN-NY SOPs.

4.3 Notification of Applicable Requirements. To the extent applicable, simultaneously with each Contribution, as specified in the SHIN-NY SOPs, Participant shall appropriately and adequately label any of its SHIN-NY Data that is (i) subject to Part 2; (ii) subject to New York Mental Hygiene Law § 33.13, or (iii) is otherwise defined as Sensitive Data in the SHIN-NY SOPs.

4.4 Obligations of Recipient HIN. Recipient HIN shall, in accordance with the SHIN-NY SOPs, this SCPA and applicable law:

(a) Receive, store and maintain, on behalf of SHIN-NY participants, SHIN-NY Data, including (x) with respect to QEs, at a minimum Core QE Data, or (y) with respect to NYeC, at a minimum Core SDI Data;

(b) Make available SHIN-NY Data (including (x) with respect to QEs, at a minimum, Core QE Data, or (y) with respect to NYeC, at a minimum, Core SDI Data) to SHIN-NY participants and their Authorized Users; and

(c) Make available SHIN-NY Data to other HINs (including (x) with respect to each QE, providing to NYeC any Core SDI Data that is available in such QE's QE Platform, or (y) with respect to NYeC, providing to QEs any Core QE Data that is available in the SDI).

4.5 **Acknowledgement Regarding Disclosure of SHIN-NY Data.** Participant acknowledges and agrees that, to the extent permitted by applicable law, the SHIN-NY SOPs, and this SCPA, SHIN-NY Data Contributed by Participant may be disclosed by an HIN to:

(a) Other HINs (including NYeC and the QEs) and their respective vendors, service providers or agents with authority to act on behalf of such HINs;

(b) SHIN-NY participants and their respective vendors, service providers or agents with authority to act on behalf of such SHIN-NY participants, including, but not limited to, NYS DOH or any local department of health acting in their capacity as SHIN-NY participants and SHIN-NY participants located both within and outside New York State;

(c) Individuals who are the subject of SHIN-NY Data Contributed by Participant and to authorized representatives of such individuals;

(d) Other Networks, individuals and entities participating in such Other Networks, and their respective vendors, service providers or agents with authority to act on behalf of such Other Networks and participants, in accordance with the rules governing such Other Networks; and

(e) Other individuals and entities, but only to the extent specifically set forth in the SHIN-NY SOPs.

4.6 **Ownership of SHIN-NY Data.** Each HIN acknowledges and agrees that, as between HIN and Participant, Participant, and not any HIN, owns all SHIN-NY Data Contributed by Participant and that nothing herein (including the Contribution of such SHIN-NY Data to a HIN or the receipt by HIN of such SHIN-NY Data) shall vest in any HIN any right, title or interests in or to any of such SHIN-NY Data except as set forth in this SCPA.

5. DATA ACCESS.

5.1 **Applicability.** The requirements of this Section 5, other than Section 5.4, shall not apply if Participant solely Contributes data to SHIN-NY Platforms and does not otherwise access or use the SHIN-NY Platforms or the State-Funded Participant Services.

5.2 **Authorized Users.**

(a) **Requirements.** An individual may only be an Authorized User of Participant if (i) such individual satisfies all requirements in the SHIN-NY SOPs applicable to Authorized Users, and (ii) such individual is included on Participant's User List. Participant shall ensure that

its Authorized Users satisfy applicable requirements and adhere to the standards set forth in this SCPA and the SHIN-NY SOPs.

(b) User List. Prior to accessing or using the SHIN-NY Platforms, any State-Funded Participant Services or any Value-Added Services from any HIN, Participant shall provide to Servicing HIN its User List in a medium and format approved by Servicing HIN. Participant shall keep current its User List and shall promptly (within forty-eight (48) hours or as soon as reasonably practical) provide written notification to Servicing HIN of any changes thereto, including whenever an individual is added or removed from the User List for any reason or no reason.

(c) Certification. Participant shall verify and certify to Servicing HIN that (i) each individual listed on the User List is an Authorized User that satisfies all requirements in the SHIN-NY SOPs applicable to Authorized Users, and (ii) all of its Authorized Users are listed on the User List. Participant shall submit such certification to Servicing HIN simultaneously with its User List and any notices of changes thereto.

(d) Authentication. Participant shall provide a means for, and shall allow, Servicing HIN to authenticate any individual on the User List as an Authorized User of Participant. Participant shall reasonably assist Servicing HIN in authenticating Participant's Authorized Users as requested by Servicing HIN.

(e) Authorized User Credentials; Failure to Comply with SCPA and SHIN-NY SOPs.

(i) Prior to granting to Participant access to or use of Servicing HIN's SHIN-NY Platform, the State-Funded Participant Services or the Value-Added Services, Servicing HIN shall issue to Participant's Authorized Users credentials to access Servicing HIN's SHIN-NY Platform. Upon issuance thereof by Servicing HIN, Participant shall communicate such credentials to the applicable Authorized Users.

(ii) Participant shall restrict access to Servicing HIN's SHIN-NY Platform and the State-Funder Services to Authorized Users.

(iii) Servicing HIN and Participant may each, in their sole discretion, at any time and immediately upon written notice to other, suspend, deactivate or revoke credentials of an Authorized User, upon which such Deactivated User shall be removed from the User List and any rights of such Deactivated User with respect to Servicing HIN's SHIN-NY Platform and the State-Funded Participant Services and the Value-Added Services shall immediately cease and terminate. Participant shall promptly and appropriately take actions in accordance with Participant's policies and practices (including, but not limited to, suspend, deactivate or revoke credentials of, remove from the User List, and/or terminate) with respect to any Authorized Users (including but not limited to Deactivated Users) who fail to comply with this SCPA and the SHIN-NY SOPs.

(f) Authorized User Compliance. Participant shall ensure that (i) Participant's Authorized Users access and use Servicing HIN's SHIN-NY Platform, the State-Funded Participant Services and the Value-Added Services only in accordance with the terms and

conditions of this SCPA and the SHIN-NY SOPs; and (ii) Participant's Authorized Users otherwise comply with this SCPA and the SHIN-NY SOPs and all laws applicable to access to and use of the SHIN-NY Platforms, the State-Funded Participant Services and the Value-Added Services and participation in the SHIN-NY.

(g) **Participant Responsibility With Respect To Authorized Users.** Participant shall be solely responsible for (i) the conduct, acts and omissions of Participant's Authorized Users in relation to the SHIN-NY Platforms, the State-Funded Participant Services and the Value-Added Services, and (ii) all unauthorized access to or use of the SHIN-NY Platforms, the State-Funded Participant Services or the Value-Added Services resulting from the negligence or willful misconduct of Participant or its Authorized Users, including, but not limited to, an individual's access to or use of the SHIN-NY Platforms, the State-Funded Participant Services or the Value-Added Services and/or any access to or use of data or confidential information in or using the SHIN-NY Platforms, the State-Funded Participant Services or the Value-Added Services by use of any credentials received or obtained, directly or indirectly, lawfully or unlawfully, from Participant or its Authorized Users, all of which shall be deemed to be the acts or omissions of Participant.

5.3 **Training of Authorized Users.** At its own expense, Participant shall train its Authorized Users on applicable data privacy and security laws, regulations and standards, both state and federal, including, but not limited to, HIPAA and Part 2, and related requirements and procedures. Such trainings shall occur no less frequently than such intervals as are required under the SHIN-NY SOPs and Participant shall maintain documentation evidencing that its Authorized Users complete such trainings.

5.4 **Training of HIN Personnel.** Each HIN shall require and ensure that its representatives, including employees, contractors and agents, who access the SHIN-NY Platforms on behalf of such HIN are adequately trained on and comply with the SHIN-NY SOPs and the applicable terms and conditions of this SCPA.

6. **LICENSES AND AUTHORIZATIONS.**

6.1 **License Regarding SHIN-NY Data Contributed by Participant.** Participant, if a Data Provider, hereby grants to the following persons and categories of persons a perpetual, limited, fully-paid and royalty-free, worldwide, nonexclusive, non-transferrable right and license to, and authorizes such persons and categories of persons to, access, use and disclose any and all SHIN-NY Data Contributed by Participant for Permitted Purposes in accordance with terms of this SCPA and the SHIN-NY SOPs:

- (a) Recipient HIN and any other HIN;
- (b) Other SHIN-NY participants;
- (c) Other Networks and participants of such Other Networks; and
- (d) the vendors and service providers of the foregoing, and the agents with authority to act on behalf of the foregoing.

6.2 **License Regarding SHIN-NY Platform and SHIN-NY Data.**

(a) **License.** Servicing HIN hereby grants to Participant, and Participant accepts, a limited, fully-paid and royalty-free, worldwide, nonexclusive, non-transferrable right and license to, and authorizes Participant to, access and use Servicing HIN's SHIN-NY Platform, any hardware and software associated such SHIN-NY Platform or required for such access and use, and any SHIN-NY Data held, stored or maintained in, or transferred to or from such SHIN-NY Platform, in each case, in order for Participant to receive the State-Funded Participant Services and to participate in the SHIN-NY, and for any other purposes contemplated under this SCPA and the SHIN-NY SOPs.

(b) **Additional Limitations.** Servicing HIN represents and warrants to Participant that Servicing HIN has the legal right and power to grant the license described in this **Section 6.2**; provided that the scope of such license shall, as applicable, be further limited by the terms and conditions of the licenses and other rights to the hardware and software associated with Servicing HIN's SHIN-NY Platform granted to Servicing HIN by Servicing HIN's vendors ("**Vendor Terms and Conditions**"). Participant shall comply with the Vendor Terms and Conditions. Servicing HIN shall make available the Vendor Terms and Conditions upon Participant's request.

7. **SERVICES; SHIN-NY PLATFORMS.**

7.1 **State-Funded Participant Services.**

(a) **Provision of the State-Funded Participant Services.** Notwithstanding any SHIN-NY SOP that allocates responsibility for providing or arranging for the provision of one or more State-Funded Participant Services (or any component thereof) to one or more particular HINs, Servicing HIN shall be responsible for either (i) providing the State-Funded Participant Services to Participant, or (ii) arranging for and ensuring the provision of the State-Funded Participant Services to Participant by contracting with other parties (including vendors), which other parties may include QEs or NYeC, for the provision of the State-Funded Participant Services to Participants, in each case in accordance with the SHIN-NY SOPs.

(b) **No Fees.** HINs are prohibited from charging fees to Participant for the State-Funded Participant Services.

7.2 **Value-Added Services.** Participant may contract with any HIN for Value-Added Services under a separate services agreement between Participant and such HIN.

(a) **Fees Permitted.** An HIN providing Value-Added Services may assess fees to and collect payment from Participant in respect of the Value-Added Services as agreed upon by Participant and such HIN.

(b) **Non-Duplication.** The Value-Added Services may not duplicate or mimic any State-Funded Participant Service available to Participant, provided that any Value-Added Service will not be considered to be duplicative of or mimicking any State-Funded Participant Service if it solely consists of providing Participant with or Participant's receipt of Additional SHIN-NY Data. By way of example, if the SHIN-SOPs define Core SHIN-NY Data to include

certain laboratory results and define State-Funded Participant Services to include the delivery of such laboratory results, then an HIN may not charge fees to or request that Participant pay fees with respect to Participant's receipt of such laboratory results, but an HIN may offer Participant the option of contracting with the HIN in order for Participant to receive other laboratory results that are not Core SHIN-NY Data as a Value-Added Service, for which service the HIN may charge a fee.

(c) **Non-Conditioning.** Servicing HIN may not condition Participant's receipt of State-Funded Participant Services on (1) Participant's receipt of Value-Added Services from any HIN, or (2) Participant's Contribution of Additional SHIN-NY Data to any HIN. Servicing HIN shall offer Participant the option of receiving only the State-Funded Participant Services without any Value-Added Services or any obligation to Contribute Additional SHIN-NY Data. An HIN offering to provide Value-Added Services may not require Participant to select such HIN as its Servicing HIN for the receipt of State-Funded Participant Services as a condition to receiving the Value-Added Services.

(d) **Data Use, Privacy and Security.** Any data exchanged under a Value-Added Services agreement between an HIN and Participant shall incorporate and otherwise comply with the data use and privacy and security requirements and acknowledgements of this SCPA as set forth in Section 5.3, Section 7.10, Section 7.13, and Section 9. Notwithstanding the generality of the foregoing, any Value-Added Services agreement shall provide that any Additional SHIN-NY Data Contributed to such HIN pursuant to such Value-Added Services shall only be used, accessed and disclosed in accordance with this SCPA and the SHIN-NY SOPs.

7.3 **Platform Technical Specifications.** Designated HIN shall ensure that its SHIN-NY Platform at all times meets the applicable technical standards and specifications set forth in the SHIN-NY SOPs. Designated HIN may fulfill its obligations regarding the technical standards and specifications for its SHIN-NY Platform through use of its own hardware and software or by entering into agreements with third parties, which may include QEs or NYeC, for the procurement of required hardware and software, as determined by Designated HIN in its sole discretion.

7.4 **Participant Tech.** Participant shall procure and maintain, each at Participant's sole cost and expense, all Participant Tech and shall execute appropriate agreements required for licensing of, accessing, and using such Participant Tech.

(a) **Implementation, Configuration, & Maintenance.** Participant shall ensure proper implementation and configuration (e.g., interfaces, connectivity and equipment required for operation) of the Participant Tech, and shall maintain the Participation Tech as is necessary for its continued intended operation, each as consistent with the SHIN-NY SOPs. Participant shall procure at its sole cost and expense all other resources and staff necessary to implement, configure and maintain the Participation Tech and any related interfaces, connectivity and equipment required for its continued intended operation.

(b) **Technical Specifications.** Participant shall ensure that the Participant Tech conforms at all times to the then-current specifications set forth in the SHIN-NY SOPs and/or provided by Designated HIN. Subject to and in accordance with the SHIN-NY SOPs, and without limiting any other provision of this SCPA, Designated HIN may, from time to time, change the

specifications for the software and hardware required for accessing or using SHIN-NY Platform and the State-Funded Participant Services, including by requiring new or additional software and hardware for such purposes and, if such a change affects Participant, Designated HIN will give sixty (60) days' prior written notice to Participant.

7.5 **Use of Vendors.**

(a) **Participant's Vendors.** If Participant is a Data Recipient, upon Participant's request, Designated HIN shall, on such Participant's behalf, provide data directly to a vendor of Participant that Participant identifies in written notice to Designated HIN if: (i) Participant, if a HIPAA covered entity, has in effect a BAA with such vendor that is acceptable to Designated HIN in its sole discretion; provided that it incorporates protections against further disclosures of SHIN-NY Data in accordance with the SHIN-NY SOPs and this SCPA; (ii) Participant promptly makes available to Designated HIN all applicable agreements between and among Participant and such vendor, including any BAA, upon Designated HIN's request; (iii) Participant remains ultimately responsible for the acts and omissions of such vendor; and (iv) any other applicable requirements of the SHIN-NY SOPs and the SCPA are satisfied.

(b) **Designated HIN Vendors.** Designated HIN may, from time to time, enter into agreements with one or more vendors as Designated HIN determines is appropriate for Designated HIN's services and operations. Designated HIN may request that Participant, if a Data Provider, provide SHIN-NY Data directly to one of its vendors, and Participant shall cooperate in such request to the extent permitted by the SHIN-NY SOPs and applicable law. Designated HIN shall enter into a BAA with any vendors to the extent required by applicable law.

7.6 **Protection.**

(a) **Malware; Viruses.** Participant and Designated HIN shall each use commercially reasonable efforts to protect Designated HIN's SHIN-NY Platform from malware, viruses and threats that disrupt, damage or destroy the SHIN-NY Platform or the Participant Tech, including, but not limited to, by implementing commercially reasonable security measures protecting the SHIN-NY Platforms in accordance with the SHIN-NY SOPs. Without limiting the foregoing, Participant and Designated HIN shall each use commercially reasonable efforts to ensure that, as applicable, their Contribution, use or provision of services through the SHIN-NY Platforms does not include or introduce any program, routine, subroutine or data (including, without limitation, malicious software or other malware viruses, worms and Trojan Horses) that will disrupt the proper operation of the SHIN-NY Platforms, the Participant Tech or any hardware or software used by Designated HIN in connection therewith, or any part thereof, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the SHIN-NY Platforms or any part thereof or any hardware, software or data used by Participant, Designated HIN or any other SHIN-NY participant to be destroyed, damaged or rendered inoperable in connection therewith.

(b) **Backup Procedures.** In accordance with the SHIN-NY SOPs, Designated HIN shall implement such routine backup procedures as are necessary to protect its SHIN-NY Platform from data loss. Designated HIN shall have no responsibility for protecting data and programs on Participant's systems.

(c) **Disaster Recovery.** Designated HIN and Participant will each maintain a business continuity and disaster recovery plan as specified in and pursuant to the SHIN-NY SOPs. Notwithstanding the occurrence of a Force Majeure Event, each Party shall implement its business continuity and disaster recovery plans, except to the extent such implementation is affected by a Force Majeure Event.

7.7 **Technical Support.** Servicing HIN shall provide technical support to Participant in accordance with SHIN-NY SOPs in connection with providing Participant with access to and use of Servicing HIN's SHIN-NY Platform and Participant's receipt of the State-Funded Participant Services.

7.8 **Training Regarding SHIN-NY SOPs and SCPA.** From time to time, but in any event upon the addition by Participant of new Authorized Users, Servicing HIN shall provide or otherwise make available to Participant and its Authorized Users training sessions and training materials covering Servicing HIN's, Participant's and such Authorized Users' respective rights and obligations under the SHIN-NY SOPs, this SCPA, and any applicable Vendor Terms and Conditions, including such user manuals and other resources that Servicing HIN determines appropriate to support access to and use of Servicing HIN's SHIN-NY Platform, the State-Funded Participant Services and the Value-Added Services.

7.9 **Audits.**

(a) **Audits by Servicing HIN.** Servicing HIN may periodically audit or arrange for the audit of Participant's access to and use of Servicing HIN's SHIN-NY Platform, receipt of the State-Funded Participant Services and the Value-Added Services and participation in the SHIN-NY, and shall prepare audit reports and take necessary follow-up actions in connection therewith, in each case, as required by and consistent with the SHIN-NY SOPs. Participant shall comply with Servicing HIN's reasonable requests and otherwise cooperate with respect any audits conducted pursuant to this Section 7.9(a).

(b) **Participant Review.** Participant shall review any audit reports received from Servicing HIN and shall implement such actions as may be described therein or as requested by Servicing HIN, in each case, to ensure that Participant's access to and use of Servicing HIN's SHIN-NY Platform, receipt of the State-Funded Participant Services and the Value-Added Services, and participation in the SHIN-NY complies with applicable law, this SCPA and the SHIN-NY SOPs.

(c) **Audit of Permitted Purposes.** Notwithstanding anything in this SCPA to the contrary, any monitoring, audits or appeals of or relating to the uses of (i) the SDI or the data maintained therein or any disclosures made through or by use of the SDI or the data maintained therein will be overseen by the NYeC Board and NYS DOH in accordance with the SHIN-NY SOPs; or (ii) the QE Platforms or the data maintained therein or any disclosures made through or by use of the QE Platforms or the data maintained therein will be overseen by NYeC and NYS DOH in accordance with the SHIN-NY SOPs. The NYeC Board shall establish a Statewide Data Use Committee that will operate through a transparent governance process to address specific use cases regarding storage, use, and disclosure of data in, of, and to and from the SDI for certain SDI Permitted Purposes.

7.10 **Participant Responsibility With SHIN-NY.**

(a) **Treatment Decisions.** Without limiting any other provision of this SCPA, Participant and its Authorized Users shall be solely responsible for all decisions and actions taken or not taken involving patient care, utilization management and quality management for their respective patients, clients, members or enrollees, regardless of Participant's access to or use of the SHIN-NY Platforms, the State-Funded Participant Services, the Value-Added Services or other aspects of the SHIN-NY, or any data made available thereby to support or inform such decisions. Neither Participant nor any of its Authorized Users shall have any recourse against, and each shall waive any claims they had, have, or may have against any HIN for any loss, damage, claim or cost relating to or resulting from Participant's own use or misuse of the SHIN-NY Platforms, the State-Funded Participant Services or the Value-Added Services, or the data made available thereby.

(b) **Actions in Reliance on the SHIN-NY Platforms.** Participant shall have sole responsibility for any acts or omissions taken or made in reliance on the SHIN-NY Platforms, the State-Funded Participant Services, the Value-Added Services or other aspects of the SHIN-NY (including, but not limited to, those in reliance on inaccurate information contained in the SHIN-NY Platforms or accessed pursuant to the State-Funded Participant Services or the Value-Added Services) and validating the accuracy of all data, reports, notifications or other outputs therefrom.

(c) **Damage or Data Loss.** Participant shall be solely responsible for any damage to, corruption of, or data loss from, the SHIN-NY Platforms or the Participant Tech caused by Participant, its Authorized Users or any person using their credentials (received or obtained directly or indirectly, lawfully or unlawfully, from Participant or its Authorized Users) as a result of Participant's or Authorized Users' negligence or willful misconduct.

7.11 **Certain Participant Use and Access Rights.**

(a) **Data Recipient; Prohibited Uses.** Participant, if a Data Recipient, will not access or use, and will not permit (including via sublicense) access to or use of the SHIN-NY Platforms, the State-Funded Participant Services, Value-Added Services or the SHIN-NY, or any data obtained therefrom, for:

(i) Providing services to third parties (e.g., other SHIN-NY participants) for a fee;

(ii) Uses in violation of law (including, but not limited to, HIPAA and, as applicable, Part 2, or New York Mental Hygiene Law § 33.13), the SHIN-NY SOPs or this SCPA; or

(iii) Selling any data, it being understood that in no event may Participant, its Authorized Users or its vendors sell, market or otherwise commercialize any SHIN-NY Data;

(b) **Data Provider; Permitted Uses.** Subject to the terms and conditions of this SCPA, Participant, if a Data Provider, may access and use the SHIN-NY Platforms, the State-Funded Participant Services and the SHIN-NY to carry out its obligations under this SCPA.

(c) No Limitations on Participant's Use of its Own Data. Nothing in this SCPA is intended to or shall be deemed to limit a Participant's use of its own data except to the extent such limitations are required by applicable law.

7.12 Disclaimer of Warranties. EACH HIN DISCLAIMS ALL WARRANTIES REGARDING THE COMPLETENESS OR ACCURACY OF THE DATA IN THE SHIN-NY PLATFORMS, THE AVAILABILITY OF ITS SHIN-NY PLATFORM OR ANY OF THE SERVICES IT PROVIDES UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE STATE-FUNDED PARTICIPANT SERVICES AND THE VALUE-ADDED SERVICES) OR THE COMPLETENESS OR ACCURACY OF THE DATA, REPORTS, NOTIFICATIONS OR OTHER OUTPUTS OF THE SERVICES IT PROVIDES UNDER THIS AGREEMENT.

PARTICIPANT, IF A DATA RECIPIENT, ACKNOWLEDGES THAT ALL DATA, SERVICES AND ALL OUTPUTS THEREFROM ARE PROVIDED ON AN "AS-IS" AND AN "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND, EXCEPT AS PROVIDED TO THE CONTRARY IN A VENDOR AGREEMENT, NON-INFRINGEMENT.

EACH HIN AND PARTICIPANT EACH DISCLAIM ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OF THE SHIN-NY OR THE SHIN-NY PLATFORMS THEMSELVES.

7.13 Incorrect Data. Servicing HIN shall not be responsible for or have any liability for the content of any information transmitted or received through Servicing HIN's provision of the State-Funded Participant Services or Value-Added Services, except to the extent that the content of such information is distorted or corrupted as a direct result of the negligent acts or omissions or willful misconduct of Servicing HIN. By accessing and using the SHIN-NY Platform, the State-Funded Participant Services and/or the Value-Added Services, Participant acknowledges that all data to which access is made through SHIN-NY Platform, the State-Funded Participant Services and the Value-Added Services originates from other SHIN-NY participants and not from Servicing HIN or Recipient HIN, and that all such data is subject to change arising from numerous factors, including without limitation, changes to PHI made at the request of an individual, changes in individuals' health conditions, the passage of time and other factors. Without limiting Section 7.12, Participant hereby waives any claims or damages arising out of or related to incorrect, lost or corrupt data, reports, notifications or other outputs, including, without limitation, resulting from programming error, operator error, equipment or software malfunction, security breaches, or the use of third-party software or technology in connection with the SHIN-NY.

7.14 De-identified Data. Notwithstanding anything in this SCPA to the contrary, Designated HIN and its contractors, subcontractors and vendors (including other HINs) that have executed with Designated HIN business associate subcontractor agreements that incorporate all applicable terms of their BAAs, may de-identify any and all SHIN-NY Data Contributed by Participant and use and disclose such data to the extent permitted by this SCPA, the SHIN-NY SOPs and applicable law.

8. COMPLIANCE, GENERALLY.

8.1 **SHIN-NY SOPs.** Each HIN and Participant shall, and Participant will ensure that its Authorized Users and subcontractors, comply with the SHIN-NY SOPs and this SCPA. This SCPA is expressly subject to the SHIN-NY SOPs adopted pursuant to the Statewide Collaboration Process, as they may be amended, modified, replaced, restated or replaced from time to time. The Parties acknowledge and agree that, as of the Effective Date, some of the SHIN-NY SOPs have not yet been developed or adopted under the Statewide Collaboration Process, and that all SHIN-NY SOPs may be further amended from time to time in accordance with such process. The SHIN-NY SOPs will be made available on NYeC's website.

8.2 **Laws and Regulations.** Without limiting any other provision of this SCPA, each HIN and Participant shall, and Participant will ensure that its Authorized Users and subcontractors, comply with all laws applicable to access to and use of the SHIN-NY Platforms, the State-Funded Participant Services and the Value-Added Services and participation in the SHIN-NY, including, but not limited to (i) the SHIN-NY Regulation; and (ii) laws and regulations regarding the privacy and security of, and use and disclosure of, data (as more specifically set forth in Section 9 below).

8.3 **Compliance Breach.** Participant shall promptly report to Designated HIN as soon as Participant becomes aware of any material breach of Participant's or its Authorized Users' or subcontractors' compliance obligations related to Designated HIN's SHIN-NY Platform, use of data obtained from or provided through Designated HIN's SHIN-NY Platform, or any obligations under this SCPA or applicable law, including, but not limited to, any breaches of privacy and security requirements under Section 9 below.

9. PRIVACY AND SECURITY.

9.1 **Compliance with Privacy and Security Requirements.** Notwithstanding the generality of Section 8 of this SCPA, each HIN and Participant agrees to, and Participant shall ensure that its Authorized Users and subcontractors, comply with all applicable law governing:

(a) **Data Privacy/Security.** Data privacy and security (including HIPAA, the privacy and security of PHI and data subject to Part 2, New York Public Health Law § 2782, New York Mental Hygiene Law § 33.13, the New York SHIELD Act, and any incident or breach notification requirements to which the HIN and Participant are subject);

(b) **Consents/Authorizations.** Consents and authorizations to use or disclose SHIN-NY Data; and

(c) **Data Sharing.** Information blocking and interoperability (including but not limited to the provisions of the CMS Interoperability and Prior Authorization Final Rule (CMS-0057-F), the CMS Interoperability and Patient Access Final Rule (CMS-9115-F), and any federal rules and regulations regarding information blocking).

9.2 **Permitted and Prohibited Purposes.** The Parties agree that any data Contributed to or held or maintained in the SHIN-NY Platforms may be used and disclosed by Designated HIN, other HINs, Participant, other SHIN-NY participants, Other Networks and participants of such Other Networks and the vendors and service providers of the foregoing, and the agents with

authority to act on behalf of the foregoing, in each case, only for Permitted Purposes and in accordance with this SCPA, the SHIN-NY SOPs and applicable law. For the avoidance of doubt, such requirement shall apply regardless of whether the SHIN-NY Data is to be used for the provision of State-Funded Participant Services or Value-Added Services.

(a) QE Platforms. Data Contributed to or held or maintained in a QE's QE Platforms may only be used and disclosed by such QEs (and the vendors and service providers of QEs, and the agents with authority to act on behalf of QEs) for the QE Permitted Purposes as defined in this SCPA and the SHIN-NY SOPs. The QE Permitted Purposes shall include, at a minimum:

- (i) "Treatment" as defined as at 45 C.F.R. § 164.501;
- (ii) Public health activities on behalf of public health authorities, as permitted under 45 C.F.R. § 164.512(b);
- (iii) Access by the individual to whom such data pertains;
- (iv) Operating the QE Platforms, which includes collecting, aggregating and performing quality assurance on data Contributed to or held or maintained in or transmitted through the QE Platforms;
- (v) Providing data to NYeC so that NYeC can fulfill its obligations related to the SHIN-NY (including as set forth in the SHIN-NY Regulations, the NYeC DOH Contract, the QEPA, the Funding Agreements, the SHIN-NY SOPs and this SCPA), including, but not limited to, facilitating the exchange of data by and among the QEs and the use and disclosure of data for the SDI Permitted Purposes (described below); and
- (vi) Other purposes as set forth in the SHIN-NY SOPs.

(b) SDI. Data Contributed to or held or maintained in the SDI may only be used and disclosed by NYeC (and the vendors and service providers of NYeC, and the agents with authority to act on behalf of NYeC) for the SDI Permitted Purposes as defined in this SCPA and the SHIN-NY SOPs. The SDI Permitted Purposes shall include, at a minimum:

- (i) Public health activities on behalf of public health authorities, as permitted under 45 C.F.R. § 164.512(b);
- (ii) Medicaid administrative activities on behalf of NYS DOH, including evaluating services or initiatives, determining trends, coordinating care and conducting oversight, monitoring or reporting with respect to the Medicaid program as NYS DOH deems necessary;
- (iii) Maintaining and operating the "Statewide Master Patient Index" and the "Statewide Patient Record Lookup," each as defined by or described in the SHIN-NY SOPs;

(iv) Facilitating the tracking and monitoring and exchange of data related to patient consents, including, without limitation, maintaining and operating a statewide consent management system;

(v) Fulfilling its obligations related to the SHIN-NY and this SCPA, including, but not limited to, facilitating the exchange of data by and among the QEs;

(vi) Operating the SDI, including, but not limited to, (A) collecting, aggregating and performing quality assurance on data contributed to or held or maintained in or transmitted through the SDI; (B) conducting inquiries and performing discovery with respect to Core SDI Data to assess the scope of Core SDI Data and/or whether it is feasible to fulfill a potential data use request; and (C) analyzing Core SDI Data to assess the feasibility of developing new State-Funded Participant Services or other types of services to be provided through the SHIN-NY; and

(vii) Other purposes as set forth in the SHIN-NY SOPs or as may be required to implement the SHIN-NY Regulations.

(c) Prohibited Purposes. Prohibited Purposes shall be as defined in this SCPA and the SHIN-NY SOPs, but in no event shall the SHIN-NY SOPs permit:

(i) The sale of individually identifiable information (including but not limited to PHI);

(ii) The use of individually identifiable information for marketing purposes that would require an authorization under 45 C.F.R. § 164.508(a)(3); or

(iii) Any purpose prohibited by applicable law.

9.3 **Disclosure In Connection With Proceedings.** If a third party seeks to obtain any SHIN-NY Data Contributed by Participant from an HIN in order to conduct a criminal, civil, or administrative investigation into any person who is the subject of such SHIN-NY Data, (i) such HIN shall disclose such SHIN-NY Data only to the extent such disclosure is required by law or, if applicable, a subpoena or court order; and (ii) such HIN shall provide Participant with as much notice as is practicable prior to making such disclosure (which notice shall provide sufficient detail regarding the timing and scope of, and the justification for, the required disclosure, to the extent such notice is permitted by applicable law), and shall cooperate in Participant's efforts to obtain injunctive relief or other limitations on the requirement to disclose or scope of disclosure. To the extent applicable, the Parties shall comply with New York Executive Law § 837-x and any other law limiting disclosure of SHIN-NY Data in response to out-of-state investigations.

9.4 **Security Requirements.** Each HIN and Participant shall establish, implement, maintain, monitor and periodically update their Safeguards in accordance with the security requirements set forth in the SHIN-NY SOPs, which shall include, at a minimum, any requirements imposed under HIPAA and Part 2 and, specifically but without limiting any of the foregoing, the following minimum requirements:

(a) HIN Security Requirements. Each HIN's Safeguards shall address:

(i) A general obligation to maintain appropriate, industry-standard administrative, technical and physical safeguards to protect the security and confidentiality of the data as required by this SCPA and the SHIN-NY SOPs;

(ii) Obligations to restrict access to systems to, and to authenticate, Authorized Users in accordance with this SCPA and the SHIN-NY SOPs;

(iii) Password, username and any other requirements for login, access or use credentials;

(iv) Disaster recovery plans;

(v) Malware protections, including HIN's reasonable efforts to ensure that its access to and provision of the SHIN-NY Platforms, the State-Funded Participant Services and the Value-Added Services, including, without limitation, the medium any SHIN-NY Data, does not include, and that any method of transmission will not introduce, any program, routine, subroutine or data (including, without limitation, malicious software or "malware," viruses, worms and Trojan Horses) which, either now or in the future, will disrupt the proper operation of, destroy, damage or render inoperable the SHIN-NY Platform, any Participant Tech or any part thereof;

(vi) Training of personnel, including, but not limited to, appropriate and adequate training to all of HIN's personnel who have access to the SHIN-NY Platforms or are involved in the provision of the State-Funded Participant Services and/or the Value-Added Services, with respect to the privacy, security and confidentiality of PHI and applicable rights and obligations in connection with performance under this SCPA; and

(vii) Any other applicable security requirements set forth in the SHIN-NY SOPs.

(b) Participant Security Requirements. Each Participant's Safeguards shall address:

(i) Authorized User requirements as set forth in this SCPA;

(ii) Malware protections, including Participant's reasonable efforts to ensure that its access to and use of the SHIN-NY Platforms, the State-Funded Participant Services and the Value-Added Services, including, without limitation, the medium of any SHIN-NY Data, does not include, and that any method of transmission will not introduce, any program, routine, subroutine or data (including, without limitation, malicious software or "malware," viruses, worms and Trojan Horses) which, either now or in the future, will disrupt the proper operation of, destroy, damage or render inoperable the SHIN-NY Platform, any Participant Tech or any part thereof;

(iii) Training of personnel, including, but not limited to, (x) training as required by Section 5.3, and (y) appropriate and adequate training to all of Participant's personnel who Participant intends to list as Authorized Users on the User List prior to their becoming Authorized Users, with respect to the privacy, security and confidentiality of PHI and applicable rights and obligations in connection with performance under this SCPA; and

(iv) Any other applicable security requirements set forth in the SHIN-NY SOPs.

9.5 **Data Incidents and Breaches.**

(a) **Reporting.**

(i) Designated HIN shall promptly report to Participant any unauthorized access, uses (including, but not limited to, use for a Prohibited Purpose), or disclosures of any SHIN-NY Data Contributed by Participant, including any Security Incidents or Data Breaches, of which Designated HIN becomes aware in accordance with the requirements of the BAA, the SHIN-NY SOPs and applicable law. In the event an HIN other than Designated HIN becomes aware of any unauthorized access, use or disclosure of any SHIN-NY Data Contributed by Participant, such HIN shall coordinate with Designated HIN with respect to the necessary reporting to Participant, provided such coordination complies with the BAA, the SHIN-NY SOPs and applicable law.

(ii) Participant shall promptly report to Designated HIN any unauthorized access, uses (including, but not limited to, use for a Prohibited Purpose), or disclosures of unsecured SHIN-NY Data through the SHIN-NY Platforms, including any Security Incidents or Data Breaches, of which Participant becomes aware in accordance with the SHIN-NY SOPs and applicable law.

(iii) Participant and Designated HIN shall each further notify their insurers of unauthorized uses or disclosures within the time period required or otherwise set forth in their relevant insurance policies or as otherwise required by the SHIN-NY SOPs, as applicable.

(b) **Cooperation.** Designated HIN and Participant shall each cooperate, assist and comply with all investigations, Data Breach protocols and mitigation or remediation efforts related to any unauthorized access, use or disclosure referenced in Section 9.5(a), as applicable.

9.6 **Data Sharing.** Designated HIN shall make the data in its SHIN-NY Platform (including SHIN-NY Data) available for access, use and disclosure in accordance with this SCPA, except for uses prohibited by the SHIN-NY SOPs (including, but not limited to, the Prohibited Purposes), applicable law or contractual arrangements with New York State.

9.7 **Unauthorized Access Using SHIN-NY Platform.** Designated HIN shall not be responsible for access to or use of Participant's transmission facilities or equipment by unauthorized individuals or entities using the Designated HIN's SHIN-NY Platform or for unauthorized access to, or alteration, theft or destruction of the participant's data files, programs, procedures or information through Designated HIN's SHIN-NY Platform, whether by accident, fraudulent means or devices, or any other method.

9.8 **Suspension/Termination of Access.** Designated HIN may, in its sole discretion:

(a) Suspend Participant's and its Authorized Users' access to and use of the SHIN-NY Platforms (including, without limitation, such access as may be necessary to Contribute

SHIN-NY Data), the State-Funded Participant Services, the Value-Added Services and/or participation in the SHIN-NY as necessary to preserve privacy or security of data; and

(b) Terminate Participant's and its Authorized Users' credentials at any time for noncompliance with this SCPA or the SHIN-NY SOPs.

9.9 **Business Associate and Qualified Services Organization Agreements.** Participant and each HIN shall execute:

(a) if Participant is a HIPAA covered entity, simultaneously with execution of this SCPA, the BAA attached to this SCPA, which includes a QSOA with respect to any Part 2 data that Participant Contributes to the SHIN-NY Platforms, as applicable; and

(b) BAAs with their respective subcontractors to whom rights, duties or obligations under this SCPA are subcontracted or delegated, which subcontractor BAAs shall contain the same restrictions and conditions on the use and/or disclosure of PHI that apply to Participant or HIN, as applicable, under the BAA referenced in Section 9.9(a), to the extent required by law. Participant and each HIN acknowledge that such BAAs referenced in this Section 9.9(b) may differ in form, but not in substance, from the BAA referenced in Section 9.9(a).

9.10 **Relation to SHIN-NY SOPs.**

(a) HINs shall not (i) adopt any Permitted Purposes or Prohibited Purposes with respect to SHIN-NY Data that differ from those set forth in the SHIN-NY SOPs, or otherwise implement policies and procedures that conflict with the Permitted Purposes and Prohibited Purposes as set forth in the SHIN-NY SOPs, or (ii) require consent or authorization in a circumstance where the SHIN-NY SOPs do not require such consent or authorization. Notwithstanding the foregoing, the SDI Permitted Purposes may differ from the QE Permitted Purposes.

(b) The SHIN-NY SOPs may set forth an approval process for accessing or using data held in one or more SHIN-NY Platforms that applies to certain purposes of use.

10. OTHER NETWORKS.

10.1 **Cooperation.** The Parties will reasonably cooperate with each other regarding each Party's participation in any Other Networks, including allowing reasonable access to information, systems and personnel in connection with audits, investigations, reporting requirements or other obligations required for such participation.

10.2 **No Exclusivity.** No Party may prohibit, prevent or otherwise restrict another Party from participation in any Other Network, and each will comply with applicable law regarding such participation.

10.3 **TEFCA Permitted Purposes.** In the event NYeC or a QE becomes a QHIN or a participant of a QHIN under TEFCA, the SDI Permitted Purposes and the QE Permitted Purposes shall be promptly revised in accordance with this SCPA and the SHIN-NY SOPs to include any additional purposes that are required by TEFCA.

11. INTELLECTUAL PROPERTY.

11.1 **Ownership and Derivatives.** Except as otherwise set forth under this SCPA, as between the Parties, each HIN holds all right, title, interests in and licenses to its SHIN-NY Platform. Participant shall not, and shall not permit others (including, but not limited to, its Authorized Users) to, copy, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create any derivative works from the SHIN-NY Platforms or any component thereof unless it obtains prior written approval of the rightful owner (which may be an HIN).

11.2 **Use of Marks.** None of Participant or any HIN shall use the name, logo or other marks of the other without the prior written consent of the applicable Party.

12. TERM AND TERMINATION.

12.1 **Term.** The term of this SCPA will commence on the Effective Date and continue in effect until terminated pursuant to the terms and conditions of this SCPA.

12.2 **Termination by Participant.** Participant may terminate this SCPA for any of the following reasons:

(a) **Objection to Changes to the SHIN-NY SOPs.** If Participant objects to a material change to the SHIN-NY SOPs that affects a material right or obligation of Participant under this SCPA, Participant may terminate this SCPA upon thirty (30) days' prior written notice to each HIN, which notice shall be provided within thirty (30) days of when information on such material change has been publicly posted or otherwise made available to Participant. Such notice provided by Participant shall specify in reasonable detail Participant's objection, the applicable change and the applicable right or obligation affected.

(b) **Breach, Subject to Cure.** In the event of an HIN's material breach of this SCPA, the SHIN-NY SOPs, or the SHIN-NY Regulation, Participant may terminate this SCPA upon sixty (60) days' prior written notice to each HIN, which notice shall specify the nature of such breach, unless the breaching HIN cures such material breach to Participant's reasonable satisfaction within such sixty (60) day period.

(c) **Breach, Not Subject to Cure.** In the event of an HIN's material breach of this SCPA, the SHIN-NY SOPs, or the SHIN-NY Regulation that cannot reasonably be cured (as determined by Participant in its reasonable discretion) or an HIN's material breach of the BAA between such HIN and Participant relating to this SCPA, Participant may terminate this SCPA immediately upon notice to each HIN.

(d) **Without Cause.** Participant may terminate this SCPA without cause upon ninety (90) days' prior written notice to each HIN.

(e) **Privacy/Security Breach.** If an HIN experiences a Data Breach that materially affects Participant and such HIN does not promptly take commercially reasonable measures (i) to cure that Data Breach, if cure is possible given the nature of the breach, and (ii) to prevent subsequent similar Data Breaches, subject to the termination provisions outlined in the

BAA between such HIN and Participant relating to this SCPA, Participant may terminate this SCPA immediately upon notice to each HIN.

12.3 **Termination by HIN for Breach.** Subject to Section 12.5, each HIN may terminate the SCPA for any of the following reasons:

(a) **Breach, Subject to Cure.** In the event of Participant's material breach of this SCPA, the SHIN-NY SOPs, or the SHIN-NY Regulation, a Designated HIN may terminate this SCPA with respect to such Participant upon sixty (60) days' prior written notice to each other HIN and Participant, which notice shall specify the nature of such breach, unless Participant cures such material breach to Designated HIN's reasonable satisfaction within such sixty (60) day period.

(b) **Breach, Not Subject to Cure.** In the event of Participant's material breach of this SCPA, the SHIN-NY SOPs or the SHIN-NY Regulation that cannot reasonably be cured (as determined by a Designated HIN in its reasonable discretion) or a Participant's material breach of the BAA between a Designated HIN and Participant relating to this SCPA, such Designated HIN may terminate this SCPA with respect to such Participant upon fifteen (15) days' notice to each other HIN and Participant.

(c) **Data Breach.** If Participant causes a Data Breach with respect to SHIN-NY Data held in an HIN's SHIN-NY Platform and Participant does not promptly take commercially reasonable measures to cure that breach, if cure is possible given the nature of the breach, and prevent subsequent similar breaches, such HIN may terminate this SCPA with respect to such Participant upon fifteen (15) days' notice to each other HIN and Participant.

12.4 **Termination For Change of Status of HIN.**

(a) **Loss of HIN Authorization.** If an HIN ceases to maintain a required authorization or certification to participate in the SHIN-NY (including, without limitation, the loss by QE of certification as a "qualified entity," the termination of the QEPA to which a QE is a party or the NYeC DOH Contract), this SCPA shall terminate with respect to such HIN.

(b) **Loss of All SHIN-NY Funding.** If an HIN ceases to receive all NYS DOH funding for the provision of the State-Funded Participant Services (including, without limitation, the termination of the Funding Agreement to which QE is a party is terminated for any reason), such HIN may terminate this SCPA immediately upon notice to each other HIN and Participant.

(c) **Bankruptcy/Insolvency.** Either Party may terminate this SCPA upon not less than one hundred twenty (120) days' notice to each HIN, subject to applicable federal and state laws relating to bankruptcy and insolvency proceedings, if such HIN shall appoint or consent to the appointment of a receiver, trustee or liquidator of such HIN or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, file a petition for dissolution under applicable law, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization of such HIN or arrangements with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any regulatory authority, on the application of a creditor, adjudicating such HIN bankrupt or insolvent, and such order, judgment or decree shall continue unstayed and in effect for a period of ninety (90) days.

12.5 **Termination and Other HINs.**

(a) Except with respect to a termination that occurs in accordance with Section 12.4, any termination by or with respect to Participant and one HIN shall require termination with respect to Participant and the remaining HINs.

(b) In the event that any HIN desires to terminate this SCPA with respect to Participant for any reason under Section 12.3, the HIN seeking to terminate shall provide written notice of its intent to terminate to all other HINs as soon as practicable and the reason for such termination, and in all cases before such proposed termination is to be effective. Each other HIN shall within ten (10) days of receipt of such notice indicate whether they agree to such termination. If the decision to terminate is not unanimous, then the HINs shall meet and confer in an attempt to reach agreement on the merits of termination. If one or more HINs continue to seek termination after the meet and confer, the SCPA shall terminate with respect to Participant and all HINs.

12.6 **Effect of Termination.**

(a) **Termination By Participant.** Upon termination of this SCPA for any reason by Participant under Section 12.2: (a) Participant and its Authorized Users shall immediately cease to have any rights or licenses to access or use the SHIN-NY Platforms, the State-Funded Participant Services and the Value-Added Services and to participate in the SHIN-NY, or any obligations to Contribute data; and (b) Participant and its Authorized Users shall promptly return or destroy any Confidential Information of Designated HIN, and Designated HIN shall promptly return or destroy any Confidential Information of Participant, subject to requirements in the applicable BAAs and subcontractor BAAs governing the return or destruction of PHI.

(b) **Termination By HIN for Breach.** Upon termination of this SCPA for any reason by an HIN under Section 12.3: (i) Participant and its Authorized Users shall immediately cease to have any rights or licenses to access or use the SHIN-NY Platforms, the State-Funded Participant Services, the Value-Added Services or to participate in the SHIN-NY, or any obligations to Contribute data to a SHIN-NY Platform; and (ii) Participant and its Authorized Users shall promptly return or destroy any Confidential Information of each HIN, and each HIN shall promptly return or destroy any Confidential Information of Participant, subject to requirements in the applicable BAAs and subcontractor BAAs governing the return or destruction of PHI.

(c) **Termination With Respect to a Single HIN.** Upon termination of this SCPA for any reason under Section 12.4: (i) Participant and its Authorized Users shall immediately cease to have any rights or licenses to access or use the SHIN-NY Platform of the terminated HIN and the State-Funded Participant Services and the Value-Added Services provided by such terminated HIN or to participate in the SHIN-NY through such terminated HIN, or any obligations to Contribute data to such terminated HIN; (ii) Participant and its Authorized Users shall promptly return or destroy any Confidential Information of such terminated HIN, and the terminated HIN shall promptly return or destroy any Confidential Information of Participant, subject to requirements in the applicable BAAs and subcontractor BAAs governing the return or destruction of PHI; and (iii) this SCPA shall remain in effect with respect to the remaining HINs, and

Participant shall have the right to select a new Designated HIN in accordance with the SHIN-NY SOPs, if the terminated HIN was Participant's Designated HIN.

(d) **Impact on Regulatory Obligations.** Notwithstanding any provision contained herein to the contrary, no termination shall relieve Participant from, or otherwise affect, Participant's obligations, if any, including any obligations to Contribute data, pursuant to the SHIN-NY Regulation.

12.7 **Survival.** The following sections of the SCPA shall survive termination of the SCPA for any reason: Section 4.6 (Ownership of SHIN-NY Data), Section 7.9 (Audits), Section 7.10 (Participant Responsibility), Section 7.12 (Disclaimer of Warranties), Section 7.13 (Incorrect Data), Section 8 (Compliance), Section 9 (Privacy and Security), Section 10 (Other Networks), Section 11 (Intellectual Property), Section 13 (Confidentiality), Section 14 (Dispute Resolution), Section 15.1 (Indemnification and Limitation of Liability), Section 15.2 (Insurance), Section 15.10 (Notices), and Section 15.12 (Governing Law).

13. CONFIDENTIALITY.

13.1 **Confidential Information.** Participant and each HIN may come into possession of certain Confidential Information of the other. For the purposes hereof, "**Confidential Information**" means information (and documentation) which (a) is identified in writing as confidential, restricted, proprietary or in any similar manner or (b) based upon the nature of the information (or documentation) or the circumstances under which it was disclosed, accessed or learned, a reasonable person would understand is confidential, including, but not limited to, (i) intellectual property (including, but not limited to, patents, trademarks and copyrights), in each case, of a Party, its affiliates or its customers, suppliers (including, but not limited to, contractors) and other third parties doing business with such Party; (ii) financial and business plans and data of a Party; (iii) personal data, information and documentation relating to human resource operations, policies and procedures of a Party; (iv) statistical information of a Party; (v) marketing plans (including, but not limited to, marketing data, strategic plans and client information); (vi) product plans (including, but not limited to, technical data, service specifications, product specifications and computer programs) of a Party; (vii) either Party's client or customer data and client business information (including, but not limited to, client names and client lists); and (viii) anything developed by reference to the information described in this definition, in each case except to the extent any such information is required by applicable laws or the SHIN-NY SOPs to be made publicly available or otherwise disclosed; provided, further, that Confidential Information shall not include any information that (a) is in the public domain; (b) is already known or obtained by any other Party other than in the course of such other Party's performance under this SCPA; (c) is independently developed by any other Party; and/or (d) becomes known from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of this SCPA or the SHIN-NY SOPs, or any other confidentiality or nondisclosure agreement by any other Party.

13.2 **Use of Confidential Information.** A Party receiving Confidential Information from another Party (a "**Receiving Party**") shall not (a) use the Confidential Information of the Party making a disclosure of Confidential Information to a Receiving Party (a "**Disclosing Party**") except as necessary to perform its obligations or exercise its rights under or pursuant to this SCPA

and the SHIN-NY SOPs; (b) disclose or otherwise allow access to the Confidential Information of a Disclosing Party to any individuals or third parties, except as provided in Sections 13.3 and 13.4; or (c) use the Confidential Information to compete, directly or indirectly, with the business or operations of a Disclosing Party. A Receiving Party shall protect the Confidential Information of a Disclosing Party with at least the same level of care as it protects its own confidential information of similar nature, but not less than a reasonable level of care.

13.3 **Permitted Disclosure.** A Receiving Party may disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's officers, directors, employees, professional advisors (including, but not limited to, accountants), contractors, service providers, and other agents and representatives (but, for the avoidance of doubt, not other HINs or other SHIN-NY participants) to the extent such disclosure is necessary for the current or future performance of a Receiving Party's obligations or exercise of rights under this SCPA; provided, however, that a Receiving Party shall cause such Confidential Information to be (through legally binding obligations of confidentiality and nondisclosure) held in confidence by the recipient to substantially the same extent and in substantially the same manner as required under this SCPA.

13.4 **Disclosure Required by Law.** If a Receiving Party is requested or required by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction ("**Government Authority**") to disclose Confidential Information in any legal or administrative proceeding or a Receiving Party otherwise determines that a disclosure is affirmatively required by applicable law, the Receiving Party shall promptly notify the Disclosing Party of such occurrence so that the Disclosing Party may take, at its expense, such steps as are necessary to protect the Confidential Information and limit its disclosure. If a Receiving Party is thereafter required to disclose the Confidential Information, only the part of such information as is required for compliance with applicable law to be disclosed shall be disclosed.

13.5 **Return Upon End of Term.** Following expiration or termination of this SCPA for any reason, each Party, except as set forth in the next sentence, thereafter shall not: (a) use, recreate, or reproduce, and shall cause its officers, directors, employees, professional advisors (including, but not limited to, accountants), contractors and other agents and representatives to not thereafter use, recreate or reproduce, Confidential Information of another Party, and (b) disclose, or permit its officers, directors, employees, professional advisors (including, but not limited to, accountants), contractors and other agents and representatives to disclose, Confidential Information of another Party to any third party. Upon expiration or termination of this SCPA for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of another Party and shall retain no copies thereof; provided, however, that each Party shall retain or cause to be retained copies of Confidential Information of another Party to the extent required by the SHIN-NY SOPs, and may use Confidential Information such other Party, subject to this Section 13, to verify or document performance under this SCPA and financial information relating thereto, for audit purposes, and to enforce its rights and defend itself from any claims or causes of action related to this SCPA or such other Party.

13.6 **Remedies.** Each Party recognizes and agrees that the covenants set forth in this Section 13 are reasonable and properly required for the protection of the information, activities and business of the other Parties. Each Party agrees that the violation of the covenants or agreements in this Section 13 would cause irreparable harm to the other Parties, that the remedy

at law for any violation or threatened violation thereof would be inadequate and that, in addition to any other remedies available at law or in equity, the Party seeking enforcement of the covenants set forth in this Section 13 may seek temporary and permanent injunctive or other equitable relief.

14. DISPUTE RESOLUTION.

14.1 **Informal Dispute Resolution.** The Parties shall use best efforts to resolve all disputes arising out of or in any way connected with the execution, interpretation or performance of this SCPA, including, but not limited to, the performance or receipt of the State-Funded Participant Services, or the relationships created hereby (each, a “**Dispute**”), in accordance with this Section 14.1.

(a) To initiate dispute resolution under this Section 14.1, a Party raising the Dispute shall send a notice to the other Parties who are the subjects of the Dispute, which notice shall contain a detailed description of the issue under Dispute, the good faith basis for the Dispute, and a recommendation for resolution. Such notice shall be deemed a settlement communication and protected as such by Federal Rules of Evidence 408 and any state and common law protections for settlement communications.

(b) Authorized representatives of the disputing Parties shall meet and confer in good faith within forty-five (45) days after their receipt of such notice to attempt to resolve the Dispute prior to the expiration of such forty-five (45) day period. This period may be extended by mutual written agreement.

14.2 **Mediation.** If a Dispute cannot be resolved in accordance with Section 14.1, following the expiration of the forty-five (45) day period in Section 14.1(b), the Parties shall agree to submit the Dispute to mediation under terms mutually agreeable to the Parties prior to pursuing any other remedies, including arbitration under Section 14.3 or litigation under Section 14.4.

14.3 **Arbitration.** The Parties may resolve any Dispute which cannot be resolved in accordance with Section 14.2 by agreeing to submit the dispute to binding arbitration conducted in accordance with this Section 14.3.

(a) **Arbitration Rules.** Binding arbitration shall be conducted by a single, neutral and impartial arbitrator, mutually acceptable to the Parties, who is an attorney with reasonable experience in the health care and information technology industries. Any such arbitration shall be conducted in New York, New York and in accordance with terms mutually agreeable to the disputing Parties, or otherwise with the then-current Rules of Procedure for Commercial Arbitration of the American Health Law Association (or any successor organization thereto) pertaining to arbitration (such rules, together with the applicable provisions of such procedures, the “**Arbitration Rules**”). Arbitration under this Section 14.3 shall commence no later than sixty (60) days following the submission of the Dispute to such arbitration, within such time each disputing Party shall provide to the others all retained records reasonably related to the Dispute in a manner that will minimize the expense and inconvenience of both Parties. Discovery under the Arbitration Rules shall not include depositions or interrogatories except as the arbitrator expressly allows upon a showing of need.

(b) **Decision and Award.** The arbitrator shall issue a final decision no later than 60 days following the last day of arbitration hearing that, in the arbitrator's judgment, is consistent with the terms of this SCPA and applicable law, as supported by evidence presented by the Parties in the arbitration proceeding. The arbitrator's decision shall be reasoned and such reasons shall be stated in writing in the decision. The arbitrator shall not have authority to award any of the types of damages except those damages permitted under this SCPA, and specifically shall have no authority to award indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, including, without limitation, lost or prospective profits. To the fullest extent permitted by applicable law, any arbitration proceeding and the arbitration award shall be maintained in confidence by the disputing Parties. The arbitration award shall be final and binding and shall not be subject to judicial review, and judgment thereon may be entered and enforced in any court of competent jurisdiction.

(c) **Costs.** Each disputing Party shall bear its own costs and expenses, and an equal share of the arbitrators' fees and administrative fees in relation to the arbitration.

14.4 **No Limitation on Remedies.** It is the intent of the Parties that the dispute resolution provisions of this Section 14.4 be enforced to the fullest extent permitted by applicable law, including the Federal Arbitration Act, 9 U.S.C. § 2. Nothing contained in this Section 14.4 shall preclude, limit, restrict or diminish the Parties' rights to resolve disputes through means other than those set forth in this Section 14.4, including through litigation, nor shall this Section 14.4 prevent the Parties from seeking from an arbitrator or a court of competent jurisdiction injunctive relief or relief otherwise permitted at law or equity as set forth in this SCPA.

15. General.

15.1 **Indemnification and Limitation of Liability.** The Parties shall be subject to the indemnification and limitation of liability provisions set forth in the SHIN-NY SOPs.

15.2 **Insurance.** The Parties shall abide by the insurance requirements set forth in the SHIN-NY SOPs.

15.3 **Applicability.** This SCPA is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns. If indicated on the signature page, Participant's rights and obligations may extend to independent contractors (such as clinicians who practice in Participant's facilities) and other legal entities, only if consistent with the SHIN-NY SOPs.

15.4 **Amendment.** This SCPA may be amended in accordance with the Statewide Collaboration Process. If an amendment to the SCPA is approved through such process, the amendment shall become effective on the effective date identified as part of such process, and such amendment shall be binding on the Parties without any further action by the Parties. All such amendments shall be posted publicly or otherwise made available at least thirty (30) days before they take effect.

15.5 **Assignment.** Participant may only assign the SCPA upon each HIN's prior written consent which may be withheld in each HIN's reasonable discretion. Each HIN may assign this SCPA only upon Participant's written consent, provided that Participant's consent is not required

for an HIN's assignment to another HIN following a merger with, acquisition by or other combination with such other HIN.

15.6 **Representations and Warranties.** Each Party represents and warrants to the other Parties that:

(a) it has all requisite corporate power and authority to execute and deliver this SCPA, to consummate the transactions and enter into the relationships contemplated hereby, to grant or accept any rights or licenses it purports to grant or accept hereunder and to perform its obligations hereunder in accordance with the terms of this SCPA;

(b) it has taken or caused to be taken all necessary action required to have been taken by it or on its behalf has been taken to authorize the execution and delivery of this SCPA and the other agreements contemplated hereby, the consummation of the transactions contemplated hereby and thereby, the granting or accepting of any rights or licenses it purports to grant or accept hereunder and the performance of its obligations hereunder;

(c) the execution, delivery and performance of this SCPA and its obligations under this SCPA does not and will not (1) violate or conflict with any provision of its articles of incorporation or bylaws, (2) violate the SHIN-NY SOPs or any applicable law or other requirements of NYS DOH or any other Government Authority or (3) conflict with, result in a breach of, constitute a default under or require the consent of any counterparty (which consent has not been obtained) to any agreement to which it is a party or by which it is bound; and

(d) it complies in all material respects with applicable laws governing data privacy and security (including, to the extent applicable, HIPAA, the privacy and security of PHI and data subject to Part 2, New York Public Health Law § 2782, New York Mental Hygiene Law § 33.13, and any incident or breach notification requirements to which the HIN and Participant are subject).

15.7 **Independent Contractors.** Notwithstanding any provision contained herein to the contrary, each Party understands and agrees that the Parties hereto intend to act and perform as independent contractors and that, therefore, no one Party is an employee, partner or joint venturer of the other and nothing in this SCPA shall be construed as placing the Parties in a relationship of employer-employee, partners or joint venturers. No Party shall have the right to make any promises, warranties or representations, or to assume or create any obligations, on behalf of the other Party, except as otherwise expressly provided herein.

15.8 **Force Majeure.** The Parties shall not be liable to each other for any failure or delay in performance of this SCPA to the extent such failure or delay arises out of a cause beyond the reasonable control of such Party. Such causes may include, but shall not be limited to, acts of God, acts of a public enemy, acts of a civil or military authority, fires or other catastrophes, labor disputes, strikes, delays in transportation or third-party delivery services, outages of a non-proprietary electrical or telecommunications network, riots or war, terrorism, changes in Government Authority regulations, epidemic or pandemic (each, a "**Force Majeure Event**"), but shall not be deemed to include failures or delays in receiving electronic data other than as a result of outages of the electrical or telecommunications network or problems experienced by a HIN as

a result of a failure of software or hardware of such HIN. Notwithstanding the occurrence of a Force Majeure Event, each HIN shall implement its disaster recovery plan, except to the extent such implementation is affected by a Force Majeure Event.

15.9 **Severability**. If any provision of this SCPA is determined by competent judicial authority to be invalid or unenforceable, that provision shall be deemed stricken from this SCPA and the remainder of this SCPA shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. In such an event, the Parties shall promptly replace the severed provision with a provision that will come the closest to reflecting the intention of the Parties underlying the severed provision, but that is valid, legal and enforceable.

15.10 **Notices**. Any notice, demand or communication required, permitted or desired to be given hereunder, unless otherwise stated, shall be deemed effectively given when personally received by the intended recipient, and shall be sent by (a) email or facsimile transmission with non-automatic acknowledgment (which need not satisfy the requirements of this Section) from the recipient indicating receipt; (b) express or overnight courier with proof of delivery; or (c) United States Postal Service, certified or registered mail with signed return receipt, addressed to the person or persons identified on the signature page, in the case of the HINs, or the person or persons identified on its Election Schedule, in the case of Participant. Notwithstanding the foregoing, any notice of breach or termination must be sent by the method specified in clause (b) or (c) of this **Section 15.10**. Any Party may change the person and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein.

15.11 **Fair Construction**. The language in all parts of this SCPA shall be construed, in all cases, according to its fair meaning, it being understood that each Party and its counsel have reviewed and revised this SCPA and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this SCPA.

15.12 **Governing Law**. The SCPA shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. With respect to any legal action, suit or proceeding by a Party arising out of this SCPA, each Party consents to the exclusive jurisdiction and venue of the state and federal courts of competent jurisdiction located within the State of New York.

15.13 **Execution**. This SCPA may be executed in one or more counterparts, all of which, when taken together, shall constitute one and the same instrument. HINs shall execute this Agreement by signing on the signature page, and Participant shall execute by signing on the Election Schedule. An electronic signature shall be as effective as delivery of a manually executed signature and shall be sufficient to bind the Parties to the terms and conditions hereof.

15.14 **Conflicts**. In the event of any conflict between the SCPA, the SHIN-NY SOPs, the BAA and any other agreement entered into by an HIN and Participant, the order of precedence of such documents shall be as follows: (1) the BAA; (2) this SCPA; (3) the SHIN-NY SOPs; and (4) any other agreement entered into by HIN and Participant.

[Signature Page Follows]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Statewide Common Participation Agreement to be executed by their respective authorized signatories.

NEW YORK EHEALTH COLLABORATIVE, INC.:

Signature: _____

Name: David Horrocks

Title: Chief Executive Officer

Address: _____

Bronx RHIO, Inc.:

Signature: _____

Name:

Title:

Address: _____

Greater Rochester Regional Health Information Organization:

Signature: _____

Name:

Title:

Address: _____

Health Advancement Collaborative of Central New York, Inc.:

Signature: _____

Name:

Title:

Address: _____

Healthix, Inc.:

Signature: _____

Name:

Title:

Address: _____

Healthcare Information Xchange of New York, Inc.:

Signature: _____

Name:

Title:

Address: _____

Western New York Clinical Information Exchange, Inc., d/b/a Healthelink:

Signature: _____

Name:

Title:

Address: _____

EXHIBIT A

FORM ELECTION SCHEDULE

Participant Information and Signature

Legal Name:

DBA Name (if applicable):

Any Other Individuals/Entities Included as Participant:

Participant Categories (Check all that Apply):

Regulated Participant Categories

- Hospital subject to Public Health Law Article 28
- Clinic (including diagnostic and treatment center) subject to Public Health Law Article 28
- Home Care Services Agency subject to Public Health Law Article 36
- Hospice subject to Public Health Law Article 40
- Health Maintenance Organization subject to Public Health Law Article 44
- Shared Health Facility subject to Public Health Law Article 47

Voluntary Participant Categories

- Hospital not subject to Public Health Law Article 28 (including psychiatric hospitals and general hospitals located outside of New York State)
- Clinic not subject to Public Health Law Article 28
- Individual Practitioner (including physicians, dentists, nurse practitioners, psychologists and physical therapists)
- Practitioner Group (including physician groups and dental groups)
- Health Insurer (other than an HMO subject to Public Health Law Article 44)
- Health Home
- Nursing Home
- Pharmacy
- Laboratory
- Public Health Agency
- Community-Based Organization
- Accountable Care Organization
- Independent Practice Association
- Organ Procurement Organization
- Disaster Relief Agency
- Other

Signature: _____

Name:

Title:

Date:

Election of Designated HIN for All Individuals and Entities Except SDI Waiver Participants

Select one and only one Designated HIN:

- Bronx RHIO
- Greater Rochester Regional Health Information Organization
- HealtheConnections (Health Advancement Collaborative of Central New York)
- Healthix
- Hixny (Healthcare Information Xchange of New York)
- HealtheLink (Western New York Clinical Information Exchange)

Note: The selected HIN shall serve both as Participant's Recipient HIN and the Servicing HIN.

Election for Individuals and Entities for SDI Waiver Participants (Participants That Have Been Granted a Waiver in Accordance with 10 N.Y.C.R.R. § 300.6(b)(4))

Recipient HIN: New York eHealth Collaborative

Select one and only one Servicing HIN:

- Bronx RHIO
- Greater Rochester Regional Health Information Organization
- HealtheConnections (Health Advancement Collaborative of Central New York)
- Healthix
- Hixny (Healthcare Information Xchange of New York)
- HealtheLink (Western New York Clinical Information Exchange)
- New York eHealth Collaborative

EXHIBIT B

ANTICIPATED SHIN-NY SOPs

1. Privacy and Security Policies and Procedures
2. SDI Data Use Approval Process
3. State-Funded Participant Services Requirements for both QEs and NYeC (modification of existing Qualified Entity Minimum Technical Requirements)
4. Contribution Requirements and Contribution Standards for Participants
5. Election Process
6. Requirements for SDI Waiver Recipients Under 10 NYCRR §300.6
7. Platform Technical Specifications for both QEs and NYeC
8. Social Care Network Disclosures
9. Technical Standards for Interoperability and Data Sharing
10. Insurance Requirements, Indemnification and Limitations of Liability
11. Statewide Collaboration Process
12. QE Organizational Characteristics Requirements
13. QE Participant Member-Facing Services
14. Oversight & Enforcement Policies and Procedures for QEs

Note: The final list of SHIN-NY SOPs may differ from the documents listed in this Exhibit B.

BUSINESS ASSOCIATE AGREEMENT

In connection with the Underlying Contract (as defined below), which requires the health information networks identified in such Underlying Contract (each such health information network, being the “**Business Associate**”), to be provided with, to have access to and/or disclose Protected Health Information (as defined below) that is subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations codified at 45 C.F.R. parts 160-164, as maybe amended from time to time (“**HIPAA**”), this Business Associate Agreement (the “**BA Agreement**”) is made and entered into by and between Business Associate and the individual or entity that executes the Underlying Contract and which is a covered entity as defined under HIPAA (“**Covered Entity**”), in connection with Business Associate’s receipt, use, disclosure and creation of Protected Health Information (or “**PHI**”, as defined below) in connection with the Underlying Contract. Business Associate and Covered Entity may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” For the avoidance of doubt, this BA Agreement shall not apply with respect to an individual or entity that executes the Underlying Contract and which is not a covered entity as defined under HIPAA.

1. DEFINITIONS.

- a. “**Breach**” has the same meaning as the term “Breach” as defined in 45 C.F.R. § 164.402.
- b. “**Breach Notification Rule**” means the rules found in 45 C.F.R. Part 160 and Subparts A and D of 45 C.F.R. Part 164, as amended.
- c. “**Business Day**” means any day of the week, with the exclusion of: (i) Saturdays and Sundays; (ii) federal holidays; (iii) New York State holidays; (iv) the day after Thanksgiving; and (v) December 24th.
- d. “**Data Aggregation Services**” means, with respect to PHI created or received by Business Associate in its capacity as the business associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of another HIPAA-covered entity, to permit data analyses that relate to health care operations of the respective covered entities.
- e. “**Designated Record Set**” has the same meaning as the term “Designated Record Set” as defined in 45 C.F.R. § 164.501.
- f. “**Electronic Protected Health Information**” or “**Electronic PHI**” has the same meaning as the term “electronic protected health information” as defined in 45 C.F.R. § 160.103.
- g. “**Individual**” has the same meaning as the term “Individual” as defined in 45 C.F.R. § 160.103 and shall, in accordance with 45 C.F.R. § 164.502(g), include a person who qualifies as a “Personal Representative” in accordance with HIPAA.
- h. “**Part 2 Program**” has the same meaning as the term “Part 2 Program” as defined in 42 C.F.R. § 2.11.

- i. **“Privacy Rule”** means the rules found in 45 CFR Part 160 and Subparts A and E of 45 C.F.R. of Part 164, as amended.
- j. **“Protected Health Information”** or **“PHI”** has the same meaning as the term “Protected Health Information” as defined in 45 C.F.R. § 160.103. “Protected Health Information” includes, without limitation, “Electronic Protected Health Information” as defined above.
- k. **“Reportable Event”** means a use or disclosure of Covered Entity’s PHI, which Business Associate must report to Covered Entity under Section 2(c) of this BA Agreement.
- l. **“Required By Law”** has the same meaning as the term “Required by Law” as defined in 45 C.F.R. § 164.103.
- m. **“Secretary”** means the Secretary of the Department of Health and Human Services or their designee.
- n. **“Security Incident”** has the same meaning as the term “Security Incident” as defined in 45 C.F.R. § 164.304.
- o. **“Security Rule”** means the rules found in 45 CFR Part 160 and Subparts A and C of 45 C.F.R. of Part 164, as amended.
- p. **“SHIN-NY SOPs”** shall mean the set of standard operating procedures and policies, including technical standards, adopted via the Statewide Collaboration Process, related to operation of the Statewide Health Information Network for New York, or SHIN-NY.
- q. **“Statewide Collaboration Process”** has the same meaning as the term “Statewide Collaboration Process” as defined in the Underlying Contract.
- r. **“Subcontractor”** has the same meaning as the term “Subcontractor” as defined in 45 C.F.R. § 160.103.
- s. **“Underlying Contract”** means the Statewide Common Participation Agreement entered into by and between Business Associate and Covered Entity.
- t. **“Unsecured Protected Health Information”** or **“Unsecured PHI”** has the same meaning as the term “Unsecured Protected Health Information” as defined in 45 C.F.R. § 164.402.
- u. **“Unsuccessful Security Incident”** means a Security Incident that does not result in unauthorized access, use, disclosure, modification or destruction of PHI including, for example, and not for limitation, pings on Business Associate’s firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or any combination of the foregoing, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

a) Use and Disclosure. Business Associate agrees not to use or disclose PHI other than as permitted or required by the Underlying Contract, this BA Agreement, the SHIN-NY SOPs or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to the privacy and security of PHI and all present and future provisions of HIPAA that relate to the privacy and security of PHI and that are applicable to Business Associate. Without limiting the foregoing, to the extent Business Associate will carry out one or more of the Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

b) Appropriate Safeguards and Security Requirements. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule (with respect to Electronic PHI) to prevent the use or disclosure of PHI other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

(i) Implement administrative (45 C.F.R. § 164.308), physical (45 C.F.R. § 164.310), and technical safeguards (45 C.F.R. § 164.312) that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI as required by the Security Rule; and

(ii) Ensure that any Subcontractor to whom Business Associate provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect Electronic PHI and comply with the requirements of Section 2(a) of this BA Agreement.

c) Reportable Events.

(i) Business Associate shall report to Covered Entity (A) any Breach of Covered Entity's Unsecured PHI of which it becomes aware; (B) any Security Incident involving Covered Entity's PHI of which it becomes aware; or (C) any other use or disclosure of Covered Entity's PHI not provided for in this BA Agreement of which it becomes aware, provided however, that the Parties agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice or report to Covered Entity shall be required.

(ii) Business Associate shall provide Covered Entity with notice of the applicable Reportable Event promptly after Business Associate becomes aware of the Reportable Event, and in no event shall Business Associate provide such notice more than ten (10) Business Days after becoming aware of such event, provided that such notice shall be provided sooner if required by applicable law.

(iii) Any required notice of a Reportable Event shall include, to the extent known, (A) the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Reportable Event; (B) the date the Reportable Event occurred; (C) any corrective actions Business Associate took or will take with respect to such Reportable Event; and (D) any other relevant information regarding

the Reportable Event. If any such information is not known as of the date by which Business Associate must report the Reportable Event, Business Associate shall promptly provide Covered Entity with an updated report containing the necessary information no later than ten (10) Business Days after Business Associate obtains such information.

d) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its employees, officers, Subcontractors or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information).

e) Subcontractors. Business Associate shall ensure that any agent, including any Subcontractor, to whom Business Associate provides PHI received from, or created, maintained, received or transmitted by, Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

f) Access to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, in the time and manner necessary to enable Covered Entity to meet the requirements under the Privacy Rule.

g) Amendments to Designated Record Sets. To the extent Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity.

h) Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i) Accountings. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA.

j) Requests for Accountings. Business Associate agrees to provide to Covered Entity, within seven (7) Business Days of Business Associate's receipt of a request by Covered Entity, information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA.

k) Requests Directly to Business Associate. If an Individual makes a request for access to a Designated Record Set (Section 2(f)), an amendment(s) to PHI in a Designated Record Set (Section 2(g)), or an accounting (Section 2(j)) directly to Business Associate, Business Associate shall notify Covered Entity of the request within seven (7) Business Days of Business

Associate's receipt of such request. Covered Entity will be solely responsible for approving or disapproving any such request for access to the PHI, and Business Associate or its agents or Subcontractors will comply with Covered Entity's directions regarding such requests. Notwithstanding the foregoing, Covered Entity hereby agrees that Business Associate may provide Individuals with access to their own PHI via a portal or other mechanism to the extent such access occurs in accordance with the requirements of the Underlying Contract and the SHIN-NY SOPs, in which case no further notice to Covered Entity is required.

l) Offshoring. Business Associate shall not receive, process, transfer, handle, store or access Covered Entity's PHI out of the United States and its territories without the prior express written authorization of Covered Entity.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

a) Underlying Contract. Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Contract. Except as permitted under Sections 3(b), (c), (d) and (e) of this BA Agreement, Business associate may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity.

b) Data Aggregation Services. Except as otherwise limited in this BA Agreement, Business Associate may provide Data Aggregation Services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

c) De-Identified Data Sets. Business Associate may create de-identified data sets using PHI received from Covered Entity provided Business Associate complies with 45 C.F.R. § 164.514 and the SHIN-NY SOPs with respect to the creation of such data set and the use and disclosure of such de-identified data.

d) Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use the PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided such uses are permitted under the Privacy Rule.

e) Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that (i) any such disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. OBLIGATIONS OF COVERED ENTITY.

a) Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

b) Changes of Permission of Individual. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes affect Business Associate's use or disclosure of PHI.

c) Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d) Permissible Requests by Covered Entity. Except as set forth in Section 3 of this BA Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. QUALIFIED SERVICE ORGANIZATION AGREEMENT

a) Applicability. The provisions of this Section 5 shall apply only in the event that Covered Entity is a Part 2 Program, in which case such provisions shall be known as the "Qualified Service Organization Agreement" between the Parties. In the event Covered Entity is a Part 2 Program, Covered Entity shall provide notice to Business Associate of the applicability of 42 C.F.R. Part 2 to Covered Entity in accordance with the requirements of the Underlying Contract and the SHIN-NY SOPs.

b) Part 2 Acknowledgment. Business Associate acknowledges that, in receiving, storing, processing or otherwise dealing with any information about patients in any alcohol and drug abuse treatment program operated by Covered Entity, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

c) Judicial Proceedings. Business Associate agrees to resist in judicial proceedings any efforts to obtain access to any patient identifying information subject to 42 C.F.R Part 2 and pertaining to substance use disorder diagnosis, treatment or referral for treatment, except as permitted under 42 C.F.R. Part 2.

6. TERM AND TERMINATION.

a) Term. This BA Agreement shall be effective as of the effective date of the Underlying Contract.

b) Termination. This BA Agreement shall terminate as of the date the Underlying Contract terminates or expires.

c) Effect of Termination.

(i) Except as provided in Section 6(c)(ii), upon termination of this BA Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate.

(ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this BA Agreement to such PHI and limit further uses and disclosure of such PHI in accordance with the terms of this BA Agreement, for so long as Business Associate maintains such PHI.

7. INDEMNIFICATION.

a) The indemnification and limitation of liability provisions applicable to this BA Agreement are set forth in the Underlying Contract.

8. COORDINATION OF BUSINESS ASSOCIATE AND COVERED ENTITY.

a) Investigation. The Parties shall reasonably cooperate and coordinate with each other in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach.

b) Regulatory References. Any reference in this BA Agreement to a section in HIPAA or other applicable laws means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

c) Amendment. This BA Agreement may be amended in accordance with the Statewide Collaboration Process. If an amendment to the BA Agreement is approved through such process, the amendment shall become effective on the effective date identified as part of such process, and such amendment shall be binding on the Parties without any further action by the Parties. The Parties acknowledge and agree that the Statewide Collaboration Process will be used to modify this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA.

d) Survival. Notwithstanding any other provision of this BA Agreement to the contrary, the terms of this Agreement shall survive its termination and continue indefinitely solely with respect to any PHI Business Associate retains in accordance with this BA Agreement.

e) Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA. In event of any inconsistency or conflict between this BA Agreement and the Underlying Contract, the terms and conditions of this BA Agreement shall govern and control.

f) No Third-Party Beneficiaries. Except as expressly stated herein or in the Privacy Rule, Business Associate and Covered Entity do not intend to create any rights in any third parties.

Nothing in this BA Agreement shall confer upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

g) Applicable Law. This BA Agreement shall be governed under the laws of the State of New York, without regard to choice of law principles.

h) Notices. All notices, requests and demands or other communications to be given under this BA Agreement to a Party shall be made in accordance with the notice requirements set forth in the Underlying Contract.

i) Terms. The terms of this Agreement are hereby incorporated into the Underlying Contract and supplement and/or amend the Underlying Contract as required (and only as required) to allow Covered Entity to comply with HIPAA and other applicable laws. The terms of the Underlying Contract that are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. The Underlying Contract, this BA Agreement, the SHIN-NY SOPs and any amendments thereto, constitute the entire agreement of the Parties with respect to the subject matter contained herein.

[The remainder of this page intentionally left blank; signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Business Associate Agreement to be executed by their respective authorized signatories on the date first below written.

Date:

Date:

By:

By:

Print Name:

Print Name:

Title:

Title:

Address:

Address:

Indemnification, Liability, and Insurance

Note: This is a preliminary draft produced by NYeC. It is subject to further revision via the SCP. All contents of this draft are subject to change.

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Indemnification, Liability, and Insurance

Introduction

Effective as of July 10, 2024, New York State has promulgated regulations (the SHIN-NY Regulations) requiring that the New York State Department of Health (NYS DOH) “approve the statewide common participation agreement under which SHIN-NY participants supply patient information to the SHIN-NY using qualified entities or the entity that facilitates their connection to the statewide data infrastructure, and qualified entities supply patient information using the statewide data infrastructure.”¹

The Statewide Common Participation Agreement (SCPA) is executed by and among New York eHealth Collaborative, Inc. (NYeC), Qualified Entities (QEs) and SHIN-NY Participants. The SCPA provides that terms and conditions regarding indemnification, limitation of liability and insurance shall be set forth in the SHIN-NY SOPs.

The Qualified Entity Participation Agreement (QEPA) is executed by and among NYeC and QEs to, among other things, set forth the applicable roles and responsibilities of each of NYeC and each QE with respect to the SHIN-NY. The QEPA provides that terms and conditions regarding indemnification and limitation of liability shall be set forth in the SHIN-NY SOPs.

A Funding Agreement may be executed by NYeC and a QE regarding receipt by such QE of New York State funding for the provision by such QE of certain services in connection with the SHIN-NY.

SOP Purpose and Scope

The purpose of this SOP is to set forth the terms and conditions regarding (a) indemnification, limitation of liability and insurance applicable to the relationship among Health Information Networks (HINs) and SHIN-NY Participants under the SCPA; and (b) indemnification, limitation of liability and insurance applicable to the relationship among NYeC and the QEs under the QEPA and the Funding Agreement.

Definitions

Business Associate Agreement (BAA) means a business associate agreement that meets the applicable requirements of HIPAA.

Damages means any direct damages, including reasonable costs and expenses, and excluding attorneys’ fees, in each case, incurred by an Indemnified Party in connection with any third-party claim, action, lawsuit, proceeding, or investigations, whether based in contract, warranty, negligence, strict liability, or other tort or otherwise, regardless of the

¹ N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.2(j).

Indemnification, Liability, and Insurance

foreseeability or the cause thereof. Damages as used herein shall not include any indirect, consequential, special, incidental, punitive, or other exemplary losses or damages (e.g., lost or prospective profits).

Designated HIN means one or more HINs selected by a SHIN-NY Participant as the HIN to receive data contributions from such SHIN-NY Participant ("**Recipient HIN**") and/or the HIN that will provide such SHIN-NY Participant with access to and use of such HIN's SHIN-NY Platform and the State-Funded Participant Services, as defined in the SCPA ("**Servicing HIN**"). One HIN may be both the Recipient HIN and Servicing HIN with respect to a Participant. If Participant designates more than one Designated HIN, then (i) the HINs so designated shall be each individually considered as a Designated HIN and collectively considered as the Designated HINs; (ii) all references in this SOP to a singular Designated HIN shall be construed to refer to all Designated HINs; (iii) all references to a singular Recipient HIN or Servicing HIN shall be construed to refer to all Recipient HINs and Servicing HINs, respectively and (iv) all rights, duties, and obligations in this SOP applicable or accruing to a Designated HIN, Recipient HIN, or Servicing HIN shall apply to each Designated HIN, unless otherwise specified.

Government Authority means a court, administrative agency or other governmental body of competent jurisdiction.

Health Information Network (HIN) means a health information network that is part of the SHIN-NY. An HIN shall be either a QE or NYeC.

HIPAA means the Health Insurance Portability and Accountability Act of 1996 and the regulations issued under Parts 160, 162, and 164 of Title 45 of the Code of Federal Regulations.

Losses means any losses, damages, or liabilities (including reasonable costs and expenses, and excluding attorneys' fees, in each case, incurred or payable by an Indemnified Party in connection with any third-party claim, action, lawsuit, proceeding or investigations).

QE Platform means the platform by which a QE maintains SHIN-NY Data.

Qualified Entity (QE) means a not-for-profit regional health information organization or other entity that has been certified under the SHIN-NY Regulations.

Qualified Entity Participation Agreement (QEPA) means the agreement or set of agreements between NYeC and a QE pursuant to which such QE participates in the SHIN-NY and which sets forth the applicable roles and responsibilities of each of NYeC and each QE with respect to the SHIN-NY, as such agreements may be amended, modified, or replaced from time to time.

Indemnification, Liability, and Insurance

Funding Agreement means the agreement between a QE and NYeC regarding receipt by such QE of New York State funding for the provision by such QE of certain services in connection with the SHIN-NY, as such agreement may be amended, modified, or replaced from time to time.

SHIN-NY Data means any and all data contributed, shared, disclosed, transferred, or otherwise made available by SHIN-NY Participants to the SHIN-NY Platforms (as defined in the SCPA) in accordance with the SCPA.

SHIN-NY Participant or **Participant** means “any health care provider, health plan, governmental agency or other type of entity or person that has executed a statewide common participation agreement with a qualified entity or with the entity that facilitates their connection to the SHIN-NY statewide data infrastructure, pursuant to which it has agreed to participate in the SHIN-NY.”²

Statewide Common Participation Agreement (SCPA) means “...a common agreement, developed using a statewide collaboration process, consistent with any minimum standards set forth in the SHIN-NY policy guidance and approved by the New York State Department of Health, that is used statewide by each qualified entity or by SHIN-NY participants, allowing them to connect to the SHIN-NY statewide data infrastructure either directly or through a contractor, and pursuant to which SHIN-NY participants agree to participate in the SHIN-NY and adhere to SHIN-NY policy guidance, including but not limited to causing patient data to be contributed to the statewide data infrastructure and authorizing the use of patient data for statewide reporting and analytics for public health activities and Medicaid purposes, consistent with applicable law.”³

Statewide Data Infrastructure (SDI) means “...the information technology infrastructure provided by the New York State Department of Health, either directly or through contract, to support the aggregation of data provided by qualified entities and SHIN-NY participants, statewide reporting and analytics for public health activities and Medicaid purposes, consistent with applicable law.”⁴ The SDI includes centralized SHIN-NY systems operated or directed by NYeC which serve to aggregate, normalize, store, and distribute or otherwise grant access to authorized users of SHIN-NY data. The SDI, which includes a secure statewide data repository as well as centralized systems operated or directed by NYeC, will support increased interoperability, provide flexibility for the SHIN-NY to adapt in a constantly

² N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.1(c).

³ N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.1(m).

⁴ N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.1(n).

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evolving technological environment, and facilitate the exchange of data among SHIN-NY participants, including NYS DOH.

Description of Standard Operating Procedures

Indemnification by HIN of SHIN-NY Participants

Each HIN shall (a) indemnify, defend, and hold harmless Participant and its directors, officers, employees, contractors, representatives, and agents (the "**Participant Indemnified Parties**") from and against any Losses paid by the Participant Indemnified Parties to any third party (whether pursuant to a court order, or as part of a settlement approved by such indemnifying HIN) arising out of any action, suit, proceeding, or other claim, or any threat thereof (whether civil, criminal, administrative, arbitral, investigative, or otherwise) against any Participant Indemnified Party (including by any Government Authority), and (b) shall be liable to Participant Indemnified Parties for Damages suffered by Participant Indemnified Parties, in each case to the extent related to, arising out of, or in connection with:

1. Breach by such HIN of the BAA between such Participant and such HIN.
2. Material non-compliance with law (including, without limitation, HIPAA) or the SHIN-NY SOPs, in each case, in connection with such HIN's performance of its obligations under the SCPA.
3. Gross negligence, willful misconduct, or fraud of such HIN, in each case, in connection with such HIN's performance of its obligations under the SCPA.
4. Any claim for actual or alleged infringement of intellectual property rights based on use of such HIN's SHIN-NY Platform ("**Infringement Claim**"), except to the extent such infringement is a result of: (a) such Participant's use of such SHIN-NY Platform in contravention of the SCPA or the SHIN-NY SOPs; (b) modifications to such SHIN-NY Platform made by such Participant other than at the instruction of such HIN; (c) failure of such Participant to cease using such SHIN-NY Platform within a reasonable period of time after notice from such HIN that such use is infringing; (d) failure of such Participant promptly to install or implement, at the instruction of such HIN, any change to render use of such SHIN-NY Platform non-infringing (but only to the extent that such installation or implementation would have rendered use of such SHIN-NY Platform non-infringing); or (e) any combination of such SHIN-NY Platform by such Participant with products or systems other than those provided by, or authorized by, such HIN.

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Indemnification by SHIN-NY Participants of HINs

Participant shall (a) indemnify, defend, and hold harmless each HIN and their respective directors, officers, employees, contractors, representatives, and agents (the "**HIN Indemnified Parties**") from and against any Losses paid by the HIN Indemnified Parties to any third party (whether pursuant to a court order, or as part of a settlement approved by such Participant) arising out of any action, suit, proceeding, or other claim, or any threat thereof (whether civil, criminal, administrative, arbitral, investigative, or otherwise) against any HIN Indemnified Party (including by any Government Authority), and (b) shall be liable to HIN Indemnified Parties for any Damages suffered by HIN Indemnified Parties, in each case to the extent related to, arising out of, or in connection with:

1. Breach by such Participant of the BAA between such Participant and such HIN.
2. Material non-compliance with law (including without limitation HIPAA) or the SHIN-NY SOPs, in each case, in connection with such Participant's performance of its obligations under the SCPA.
3. Gross negligence, willful misconduct, or fraud of such Participant, in each case, in connection with such Participant's performance of its obligations under the SCPA.

Indemnification By HIN of Other HINs

Each HIN shall (a) indemnify, defend and hold harmless each other HIN Indemnified Party from and against any Losses paid by such other HIN Indemnified Parties to any third party (whether pursuant to a court order, or as part of a settlement approved by such indemnifying HIN) arising out of any action, suit, proceeding, or other claim, or any threat thereof (whether civil, criminal, administrative, arbitral, investigative, or otherwise) against any HIN Indemnified Party (including by any Governmental Authority), and (b) shall be liable to each other HIN Indemnified Party for any Damages suffered by such other HIN Indemnified Parties, in each case to the extent related to, arising out of, or in connection with:

1. Breach by such HIN of the BAA between such HIN and such other HIN.
2. Material non-compliance with law (including, without limitation, HIPAA) or the SHIN-NY SOPs, in each case, in connection with such HIN's performance of its obligations under the SCPA, the QEPA, or the Funding Agreement.
3. Gross negligence, willful misconduct or fraud of such HIN, in each case, in connection with such HIN's performance of its obligations under the SCPA, the QEPA, or the Funding Agreement.

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4. Any taxes, interest, penalties, fines, or other amounts, civil or criminal, in connection with the SCPA, the QEPA, or the Funding Agreement that are assessed against such other HIN and that are the obligation of the indemnifying HIN.
5. Any Infringement Claim, except to the extent such infringement is a result of: (a) such other HIN's use of such SHIN-NY Platform in contravention of the SCPA, the QEPA, the Funding Agreement, or the SHIN-NY SOPs; (b) modifications to such SHIN-NY Platform made by such other HIN other than at the instruction of the indemnifying HIN; (c) failure of such other HIN to cease using such SHIN-NY Platform within a reasonable period of time after notice from the indemnifying HIN that such use is infringing; (d) failure of such other HIN promptly to install or implement, at the instruction of such HIN, any change to render use of such SHIN-NY Platform non-infringing (but only to the extent that such installation or implementation would have rendered use of such SHIN-NY Platform non-infringing); or (e) any combination of such SHIN-NY Platform by such other HIN with products or systems other than those provided by, or authorized by, the indemnifying HIN.
6. Any obligations of such HIN to any third party (other than any other HIN) with whom such HIN has a contractual relationship to provide goods, services, or personnel to such HIN in connection with such HIN's performance of its obligations under the SCPA or the QEPA or the Funding Agreement.

Indemnification Procedure

If any claim is commenced against an HIN or Participant or any of such HIN's or such Participant's respective directors, officers, employees, contractors, representatives, and agents entitled to indemnification as described in this SHIN-NY SOP (the "**Indemnified Party**"), prompt notice thereof shall be given by the Indemnified Party to the other Party against whom indemnification is sought (the "**Indemnifying Party**"). The Indemnified Party and the Indemnifying Party shall agree upon the party who will be responsible for the defense of such claim; provided, however, that, if the Indemnified Party and the Indemnifying Party cannot agree upon the party who will be responsible for the defense of such claim within 15 days after receipt by the Indemnifying Party of notice of such claim, (1) the Indemnifying Party shall immediately take control of the defense of such claim and shall engage attorneys acceptable to the Indemnified Party (which acceptance shall not be unreasonably withheld) to defend such claim; and (2) the Indemnified Party shall cooperate with the Indemnifying Party (and its attorneys) in the defense of such claim. The Indemnified Party may, at its own cost and expense, participate (through its attorneys or otherwise) in such defense. If the Indemnifying Party does not assume control over the defense of a claim as provided in this section, the Indemnified Party may defend the claim in such manner as it may

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deem appropriate, at the cost and expense of the Indemnifying Party. If the Indemnifying Party assumes control over the defense of a claim as provided in this section, the Indemnifying Party may not settle such claim without the consent of the Indemnified Party if the settlement provides for relief other than the payment of monetary damages or for the payment of monetary damages for which the Indemnified Party will not be indemnified in full pursuant to this SHIN-NY SOP.

If a claim of infringement occurs with respect to an HIN's SHIN-NY Platform, or if an HIN determines that a claim of infringement with respect to such HIN's SHIN-NY Platform is likely to occur, such HIN will have the right, in its sole discretion, to either: (i) procure for the Indemnified Parties the right or license to continue to use the applicable SHIN-NY Platform free of the infringement claim; or (ii) modify the applicable SHIN-NY Platform to make it non-infringing, without loss of material functionality.

Limitation of Liability

Except as otherwise set forth in this section, in each case, the aggregate liability of an Indemnifying Party to all Indemnified Parties for any Losses or Damages incurred by such Indemnified Parties arising under or in connection with the SHIN-NY will be limited to:

1. In the event that the Losses or Damages are subject to insurance coverage, (i) the insurance proceeds actually recovered by the Indemnifying Party, plus (ii) any amounts actually received by the Indemnifying Party from third-party service providers, vendors and suppliers (e.g., indemnification payments made by such persons), in each case in respect of the claim giving rise to such Losses or Damages.
2. In the event that the Losses or Damages are not subject to insurance coverage, (i) Two Million Dollars (\$2,000,000) per incident and Five Million Dollars (\$5,000,000) aggregate per annum,⁵ plus (ii) any amounts actually received by the Indemnifying Party from third-party service providers, vendors, and suppliers (e.g., indemnification payments made by such persons) in respect of the claim giving rise to such Losses or Damages.

The foregoing limitations shall not apply to any HIN's indemnification obligations with respect to an Infringement Claim or any Losses or Damages caused by the gross negligence, willful misconduct, or fraud of the Indemnifying Party.

IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL ANY HIN OR ANY SHIN-NY PARTICIPANT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF

⁵ **Note to Reviewer: Amounts align with limits in TECCA.**

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USE, LOSS OF INFORMATION OR DATA, BODILY INJURY, OR OTHER THIRD-PARTY LIABILITIES, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF ANY HIN OR ANY SHIN-NY PARTICIPANT HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.

Sole Recourse

Except the injunctive relief provided for in the SCPA, the QEPA, or the Funding Agreement, or as otherwise provided in under "Assignment of Insurance Rights" below, the right to indemnification set forth in this SHIN-NY SOP, as limited herein, shall constitute the sole and exclusive recourse of the Indemnified Parties with respect to any Losses or Damages incurred by such Indemnified Parties or any other liability of the Indemnifying Party to the Indemnified Parties, in connection with the SCPA, the QEPA, or the Funding Agreement, regardless of the theory under which any claim for Losses, Damages, or such other liability is made.

Assignment of Insurance Rights

To the extent that an Indemnifying Party is liable to an Indemnified Party pursuant to this SHIN-NY SOP for any Losses or Damages, the Indemnifying Party will use commercially reasonable efforts, at its sole expense, to secure all available insurance proceeds for the benefit of the Indemnified Party from the Indemnifying Party's insurers. This obligation includes, where warranted, retention of specialized insurance counsel to assist in securing such proceeds.

With respect to any Losses or Damages to which the indemnification obligations described in this SHIN-NY SOP applies, the Indemnifying Party hereby assigns to the Indemnified Party the rights to proceeds of any insurance maintained by the Indemnifying Party covering such Losses or Damages. Notwithstanding the obligations of the Indemnifying Party set forth in the immediately preceding paragraph, the Indemnified Party at any time may elect, at its sole discretion and expense, to assume from the Indemnifying Party responsibility for pursuing insurance recovery, in its own name or as assignee of rights held by the Indemnifying Party, with respect to any rights to insurance proceeds assigned to the Indemnified Party pursuant to this paragraph; provided, however, that, if the Indemnifying Party, prior to such election, has failed to comply with its obligations pursuant to the immediately preceding paragraph, the Indemnifying Party shall, notwithstanding the limitations set forth under "Limitation of Liability" above, be liable to the Indemnified Party for all reasonable costs incurred by the Indemnified Party in pursuing insurance recovery on its own behalf, including any attorneys' fees. If the Indemnified Party elects to assume responsibility for pursuing insurance proceeds from one or more of the Indemnifying Party's insurers pursuant to this paragraph, the

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Indemnifying Party shall assist and cooperate with the Indemnified Party in the pursuit of such proceeds to the fullest extent that is commercially reasonable.

To the extent that the assignment of rights to insurance proceeds contemplated by this section is deemed to invalidate or diminish the availability of insurance proceeds under any of the Indemnifying Party's insurance policies to cover Losses or Damages to which the indemnification obligations described in this SHIN-NY SOP applies, the Parties mutually intend that such assignment described in this section not be enforced or enforceable.

Equitable Allocation of Proceeds

If any claim or event occurs which gives rise to the ability of an Indemnified Party to recover any amounts from an Indemnifying Party as set forth in this SHIN-NY SOP, whether pursuant to the SCPA, the QEPA, and/or the Funding Agreement, and such claim or event also gives rise to the ability of one or more other Indemnified Parties to recover any amounts from the Indemnifying Party, the Indemnified Parties shall determine an equitable allocation of the proceeds among the Indemnified Parties; provided, however, that, if the Indemnified Parties are unable to agree upon an equitable allocation, the Indemnified Parties shall appoint a neutral party acceptable to each of the Indemnified Parties to determine the equitable allocation; provided, further, that, if the Indemnified Parties are unable to agree upon a neutral party or if the Indemnified Parties are unable to agree upon an equitable allocation notwithstanding mediation by the neutral party appointed by the Indemnified Parties, the Board of Directors of NYeC shall appoint a neutral party to serve as a mediator from a list of mediators published and maintained by the American Arbitration Association.

Insurance

NYeC, at its sole cost and expense, shall maintain liability insurance covering such activities of the following coverage types and to include the following features:

1. Professional and Commercial General Liability in the minimum amount set forth in the QEPA.
2. Cyber Liability Insurance in the minimum amount set forth in the QEPA.
3. Such other policies of insurance as may from time to time be required under the SHIN-NY SOPs, applicable laws, the QEPA, or the Funding Agreement or, directly or indirectly, pursuant to any agreement with NYS DOH with respect to the SHIN-NY, including, without limitation, workers' compensation insurance and disability insurance.

Each QE, at its sole cost and expense, shall maintain liability insurance covering such activities of the following coverage types and to include the following features:

115 Broadway, Suite 1601, New York, NY 10006 | (646) 817.4101
99 Washington Avenue, Suite 1750, Albany, NY 12210 | (518) 299.2321
nyehealth.org

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1. Professional and Commercial General Liability in the minimum amount set forth in the QEPA.
2. Cyber Liability Insurance in the minimum amount set forth in the QEPA.
3. Such other policies of insurance as may from time to time be required under the SHIN-NY SOPs, applicable laws, the QEPA, or the Funding Agreement or, directly or indirectly, pursuant to any agreement with NYS DOH with respect to the SHIN-NY, including, without limitation, workers' compensation insurance and disability insurance.

Each Participant, at its sole cost and expense, shall maintain liability insurance covering such activities of the following coverage types and to include the following features:

1. Professional and Commercial General Liability in the amount commercially reasonable and necessary, that is approved by such Participant's governing board, to insure itself and its officers, directors, and employees against third-party claim or cause of action arising out of or relating to the SCPA.
2. Cyber Liability Insurance in the amount commercially reasonable and necessary, as approved by such Participant's governing board, to insure itself and its officers, directors, and employees against third-party claim or cause of action arising out of such Participant's participation in the SHIN-NY, including, without limitation, its obligations thereunder and its obligations pursuant to the SCPA and this SHIN-NY SOP.
3. Such other policies of insurance as may from time to time be required under the SHIN-NY SOPs or applicable laws, including, without limitation, workers' compensation insurance and disability insurance.

In the event of termination of an HIN's or a Participant's participation in the SHIN-NY, such HIN or Participant, as applicable, either shall maintain its insurance coverage for each insurance policy required to be maintained pursuant to this SHIN-NY SOP for a period of not less than three (3) years, or shall obtain and maintain, at its sole cost and expense, an equivalent extended reporting endorsement.

NYeC shall provide to each QE certificate(s) of insurance evidencing such coverage required to be maintained pursuant to this SHIN-NY SOP and copies of its insurance binders and insurance policies, in each case, upon request by such QE.

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Each QE shall provide to NYeC certificate(s) of insurance evidencing such coverage required to be maintained pursuant to this SHIN-NY SOP and copies of its insurance binders and insurance policies, in each case, upon request by NYeC.

Each SHIN-NY Participant shall provide to NYeC or its Designated HIN(s) certificate(s) of insurance evidencing such coverage required to be maintained pursuant to this SHIN-NY SOP and copies of its insurance binders and insurance policies, in each case, upon request by NYeC or such Designated HIN(s).

NYeC shall provide each HIN thirty (30) days' written notice prior to any material change in the terms of, or any suspension, revocation, termination, or expiration of, any insurance policies required to be obtained and maintained pursuant to this SHIN-NY SOP.

QE shall provide NYeC thirty (30) days' written notice prior to any material change in the terms of, or any suspension, revocation, termination, or expiration of, any insurance policies required to be obtained and maintained pursuant to this SHIN-NY SOP.

Each SHIN-NY Participant shall provide NYeC and its Designated HIN(s) thirty (30) days' written notice prior to any material change in the terms of, or any suspension, revocation, termination, or expiration of, any insurance policies required to be obtained and maintained pursuant to this SHIN-NY SOP.

The insurance coverage required under this SHIN-NY SOP may be provided through one or more commercial insurance policies, through a self-insurance fund reasonably satisfactory to the other Parties, or through a combination of commercial and self-insurance.

All insurance policies required to be carried by each HIN and each Participant shall be primary and any insurance maintained by the other HINs and Participants is excess and noncontributory; provided, however, that this provision is intended to allocate responsibility for payment to the extent that policies issued to more than one HIN and/or Participant may be required to respond to a covered event, and is not intended to relinquish or diminish any obligation of any insurance policy that is required to respond to such event. To the extent that this provision is deemed to have the latter effect if enforced, the HINs and Participants mutually intend that it not be given effect.

Each HIN and each Participant agrees that it, its insurer(s), and anyone claiming by, through, under, or on its behalf shall have no claim, right of action, or right of subrogation against each other HIN and/or Participant based on any loss or liability insured against or under the foregoing insurance; provided, however, that the HINs and Participants intend that this provision be enforced only to the extent that enforcement does not relinquish or diminish any rights of any HIN and/or Participant to coverage under any of the insurance policies

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required to be obtained and maintained pursuant to this SHIN-NY SOP. Each HIN and each Participant shall use its best commercially reasonable efforts to obtain, for each such policy, an agreement on the part of the issuing insurer to include in the policy a waiver of subrogation provision consistent with this provision.

Amendment Procedures

Proposals to amend this SOP may be submitted to NYeC. Upon receipt of any proposal for amendment, NYeC shall review such proposal, seeking advice from third party experts and advisors (e.g., insurance experts, attorneys, and other industry experts) as necessary. If NYeC determines that an amendment is necessary, NYeC will prepare a draft amendment and solicit public comment for a comment period of no less than ten (10) business days. Any amendment to this SOP shall be subject to the approval of NYS DOH. All amendments to this SOP shall be documented in the Version History section and published in accordance with the Statewide Collaboration Process.

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Version Number	Date Adopted	Summary of Changes

DRAFT

Note: This is a preliminary draft produced by NYeC. It is subject to further revision via the SCP. All contents of this draft are subject to change.

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Introduction

Effective as of July 10, 2024, New York State has promulgated regulations (the SHIN-NY Regulations) requiring that the New York State Department of Health (NYS DOH) “provide, either directly or through contract, [the Statewide Data Infrastructure (the SDI)] and any other SHIN-NY services that the [NYS DOH] deems necessary to effectuate the purposes of [the SHIN-NY Regulations].”¹ The SDI, which includes a secure statewide data repository as well as centralized systems operated or directed by New York eHealth Collaborative (NYeC), will support increased interoperability, provide flexibility for the SHIN-NY to adapt in a constantly evolving technological environment, and facilitate the exchange of data among SHIN-NY participants, including NYS DOH.

SHIN-NY participants that have received a waiver from NYS DOH under 10 N.Y.C.R.R. § 300.6(b)(4) will connect to the SDI, cause patient data to be contributed to the SDI and authorize the use of patient data for statewide reporting and analytics for public health surveillance and Medicaid purposes, in accordance with the SHIN-NY SOPs.

NYeC, as the State Designated Entity for the SHIN-NY, will maintain the technical and administrative resources which comprise the SDI. The Statewide Data Use Committee (SDUC), a standing committee of the SHIN-NY statewide collaboration process (SCP), will provide stakeholder engagement and governance support for the SDI. In these roles, NYeC and the SDUC will administer requests for use of SDI Data (as defined below), manage the provision of SDI Data to requesters, and uphold a transparent and open governance model for data use, in each case in accordance with and pursuant to this SOP.

SOP Purpose, Scope, Limitations and Audience

Purpose

The purpose of this SOP is to set forth requirements and procedures for the use, disclosure, and re-disclosure of SDI Data, including disclosure to NYS DOH and the use and re-disclosure of SDI Data to support statewide reporting and analytics for public health activities and Medicaid purposes. This SOP sets forth procedures to ensure that SDI Data is used, disclosed and re-disclosed only for the SDI Permitted Purposes (as defined below).

Scope

This SOP details the requirements and procedures for the use, disclosure, and re-disclosure of SDI Data for the Public Health Permitted Purposes, Medicaid Permitted Purposes (each, as defined below), and, subject to the limitations set forth below, such other SDI Permitted Purposes as may be identified from time to time as described under “Additional SDI Permitted Purposes” below.

All actions of the SDUC described here (including without limitation any approval or denial of any Data Use Request) shall be exercised in accordance with the SDUC Charter.

¹ N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.2(c).

Limitations

This SOP does not apply to, and no additional approval is required for use, disclosure or re-disclosure of SDI Data for any SDI Permitted Purposes which are required to meet the maintenance and operational needs of the SHIN-NY, specifically:

- Maintaining and operating the Statewide Master Patient Index (sMPI) and the Statewide Patient Record Lookup (sPRL);
- Facilitating the exchange of data by and among the SHIN-NY Qualified Entities (QEs);
- Facilitating the tracking and monitoring and exchange of data related to patient consents, including without limitation maintaining and operating a statewide consent management system; and
- Operating the SDI, including but not limited to (A) collecting, aggregating, and performing quality assurance on data contributed to or held or maintained in or transmitted through the SDI; (B) conducting inquiries and performing discovery with respect to Core SDI Data (as defined in the SCPA) to assess the scope of Core SDI Data and/or whether it is feasible to fulfill a potential data use request; and (C) analyzing Core SDI Data to assess the feasibility of developing new State-Funded Participant Services (as defined in the SCPA) or other types of services to be provided through the SHIN-NY.

This SOP does not apply to use, disclosure or re-disclosure of data from QE Platforms. However, additional SOP(s) may be developed in accordance with the Statewide Collaboration Process to address the use, disclosure and re-disclosure of data in the QE Platforms for the QE Permitted Purposes (as such term is defined in the SCPA). Further, this SOP applies to data originally maintained in QE Platforms but later contributed, shared, disclosed, transferred or otherwise made available to the SDI, including as further described in the definition of "SDI Data".

Audience

The audience for this SOP includes QEs, required and voluntary SHIN-NY participants, New York state and local public health authorities, health care consumers, and all other stakeholders with an interest in the SHIN-NY and the SDI.

Definitions

Data Use Requests means requests for use, disclosure and re-disclosure of SDI Data for Public Health Permitted Purposes or Medicaid Permitted Purposes. Each Data Use Request shall include a detailed explanation of the intended use, disclosure or re-disclosure of SDI Data, and the basis on which the intended use, disclosure or re-disclosure is for a Public Health Permitted Purpose or a Medicaid Permitted Purpose and otherwise in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations). All Data Use Requests shall be produced in a standard format using the form included as [Attachment A](#) to this SOP, as such form may be amended, modified or replaced from time to time by the SDUC.

De-identified Data has the meaning set forth in the Privacy and Security SHIN-NY SOPs. As of the date hereof, De-identified Data is defined in the Privacy and Security SHIN-NY SOPs to mean data that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. Data may be considered de-identified only if it satisfies the requirements of 45 C.F.R. § 164.514(b).

Limited Data Set has the meaning set forth in the Privacy and Security SHIN-NY SOPs. As of the date hereof, Limited Data Set is defined in the Privacy and Security SHIN-NY SOPs to mean Protected Health Information (as defined therein) that excludes the 16 direct identifiers set forth at 45 C.F.R. § 164.514(e)(2) of an individual and the relatives, employers or household members of such individual.

Narrow Data Use Request means a Data Use Request for data consisting solely of a Limited Data Set, De-Identified Data, and/or aggregate data (*i.e.*, non-individual level statistics). For example, a Data Use Request for a de-identified flat file containing all calendar year 2023 patient encounters in New York State with CPT code 33418, for patients who live in New York State, including patient's county of residence only, is a Narrow Data Use Request. The SDUC may establish additional criteria that must be satisfied in order to constitute a Narrow Data Use Request.

Medicaid Permitted Purposes means Medicaid administrative activities on behalf of NYS DOH, including evaluating services or initiatives, determining trends, coordinating care, and conducting oversight, monitoring, or reporting with respect to any Social Security Act Section 1115 Waiver and the Medicaid program as NYS DOH deems necessary.

Permitted Requester means designated staff of NYS DOH and designated staff of such other entities as may be approved by the SDUC.

Public Health Permitted Purposes means "purposes for which a SHIN-NY participant is permitted to disclose protected health information to a public health authority without an authorization or opportunity to agree or object under federal standards for uses and disclosures for public health activities,"² which purposes are further defined in the Privacy and Security SHIN-NY SOPs.

QE Platform means the platform by which a QE maintains data contributed, shared, disclosed transferred or otherwise made available by SHIN-NY participants in accordance with the SCPA.

Qualified Entity Participation Agreement (QEPA) means the agreement or set of agreements between NYeC and each QE pursuant to which such QE participates in the SHIN-NY, as such agreements may be amended, modified or replaced from time to time.

SDI Data means all data maintained in the SDI. SDI Data includes data contributed, shared, disclosed, transferred or otherwise made available to NYeC by SHIN-NY participants

² N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.1(o).

Statewide Data Infrastructure (SDI) Data Use Approval Process

pursuant to and in accordance with the SCPA or by QEs pursuant to the QEPA. SDI Data shall include data contributed, shared, disclosed, transferred or otherwise made available to NYeC by QE or SHIN-NY participants, where applicable, specifically in fulfillment of a Data Use Request approved pursuant to this SHIN-NY SOP, whether contributed, shared, disclosed, transferred or otherwise made available to NYeC before or after such approval. For example, upon approval of a Data Use Request and in order to operationalize such approved Data Use Request, NYeC may request from QEs certain data maintained in the QE Platforms. QE shall provide such data to NYeC pursuant to and in accordance with the QEPA, at which point such data shall become SDI Data and may be shared subject to and in accordance with such approved Data Use Request.

SDI Permitted Purposes means the purposes for which SDI Data may be used or disclosed. The SDI Permitted Purposes shall include, at a minimum:

- (i) Public Health Permitted Purposes;
- (ii) Medicaid Permitted Purposes;
- (iii) Maintaining and operating the "Statewide Master Patient Index" and the "Statewide Patient Record Lookup" each as defined by or described in the SHIN-NY SOPs;
- (iv) Facilitating the tracking and monitoring and exchange of data related to patient consents, including without limitation maintaining and operating a statewide consent management system;
- (v) Fulfilling NYeC's obligations related to the SHIN-NY and the SCPA, including but not limited to facilitating the exchange of data by and among the QEs; and
- (vi) Operating the SDI, including but not limited to (A) collecting, aggregating, and performing quality assurance on data contributed to or held or maintained in or transmitted through the SDI; (B) conducting inquiries and performing discovery with respect to Core SDI Data to assess the scope of Core SDI Data and/or whether it is feasible to fulfill a potential data use request; and (C) analyzing Core SDI Data to assess the feasibility of developing new State-Funded Participant Services or other types of services to be provided through the SHIN-NY.

Other permitted purposes may be added to or removed from this list pursuant to the Statewide Collaboration Process.

Statewide Common Participation Agreement (SCPA) means "...a common agreement, developed using a statewide collaboration process, consistent with any minimum standards set forth in the SHIN-NY policy guidance and approved by the New York State Department of Health, that is used statewide by each qualified entity or by SHIN-NY participants, allowing them to connect to the SHIN-NY statewide data infrastructure either directly or through a contractor, and pursuant to which SHIN-NY participants agree to participate in the SHIN-NY and adhere to SHIN-NY policy guidance, including but not limited to causing patient data to be contributed to the statewide data infrastructure and authorizing the use of patient data for

Statewide Data Infrastructure (SDI) Data Use Approval Process

statewide reporting and analytics for public health activities and Medicaid purposes, consistent with applicable law.”³

Statewide Data Infrastructure (SDI) means “...the information technology infrastructure provided by the New York State Department of Health, either directly or through contract, to support the aggregation of data provided by qualified entities and SHIN-NY participants, statewide reporting and analytics for public health activities and Medicaid purposes, consistent with applicable law.”⁴ The SDI includes centralized SHIN-NY systems operated or directed by NYeC which serve to aggregate, store, and distribute or otherwise grant access to authorized users of SHIN-NY data.

Statewide Data Use Committee (SDUC) is defined as a committee of the Statewide Collaboration Process designated by NYS DOH with responsibility for the development and amendment of SHIN-NY SOPs (or sections of SOPs) concerning disclosures and uses of data contained in the SDI. The SDUC is additionally responsible for adjudication of SHIN-NY Data Use Requests in accordance with this SOP.

Summary Decision Memo is defined as a memo provided by NYeC to the SDUC and made public as set forth herein, which memo sets forth an analysis of whether a Data Use Request is for a Public Health Permitted Purpose or a Medicaid Permitted Purpose and otherwise in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations) or, if applicable, a Narrow Data Use Request or a Data Use Request for Urgent Public Health Surveillance. All Summary Decision Memos shall be in accordance with the form, if any, and otherwise satisfy any requirements established by the SDUC from time to time. All Data Use Requests shall be produced in a standard format using the form included as Attachment B to this SOP.

Urgent Public Health Surveillance is defined as a public health authority’s surveillance of a communicable disease that NYS DOH has determined represents a significant risk to public health. A declared public health emergency may trigger Urgent Public Health Surveillance, but is not required. The SDUC may establish additional criteria for determining Urgent Public Health Surveillance.

Description of Standard Operating Procedures

Standard Review Process

Except with respect to Narrow Data Use Requests or Data Use Request for Urgent Public Health Surveillance, which shall be reviewed as set forth below, all Data Use Requests shall be reviewed in accordance with the following procedure:

1. A Permitted Requester submits to NYeC a Data Use Request that meets the requirements described in the definition of “Data Use Request”.

³ N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.1(m).

⁴ N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.1(n).

2. NYeC will evaluate the following:
 - a. whether the use, disclosure and/or re-disclosure as described in the Data Use Request is for a Public Health Permitted Purpose or a Medicaid Permitted Purpose; and
 - b. whether the use, disclosure and/or re-disclosure as described in the Data Use Request is otherwise in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations).

In connection with NYeC's review, NYeC will make any initial clarifications with the requester.

3. NYeC shall use commercially reasonable efforts to complete its review of the Data Use Request as soon as reasonably practicable, but in any event shall endeavor to complete its review within ten (10) business days after receipt by NYeC of the Data Use Request.
4. If the Data Use Request is determined by NYeC to be other than for a Public Health Permitted Purpose or a Medicaid Permitted Purpose and/or other than in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations), NYeC shall provide notice of denial of the Data Use Request to the requester and shall so inform the SDUC.
5. If the Data Use Request is recommended by NYeC as for a Public Health Permitted Purpose or a Medicaid Permitted Purpose and otherwise in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations), NYeC shall document such recommendation in a draft Summary Decision Memo, shall refer the Data Use Request to the SDUC, and shall so inform the requester.
6. Upon referral to the SDUC by NYeC, the SDUC shall review the Data Use Request and the draft Summary Decision Memo, conduct any additional due diligence the SDUC deems necessary and appropriate (including without limitation discussions with the requester), and make a final determination on approval or denial of the Data Use Request.
7. The SDUC shall use commercially reasonable efforts to approve or deny the Data Use Request as soon as reasonably practicable, but in any event shall endeavor to approve or deny the Data Use Request within fifteen (15) business days after receipt by the SDUC of the Data Use Request and draft Summary Decision Memo. The vote of the SDUC will be conducted in accordance with the SDUC Charter.
8. As soon as reasonably practicable, but in any event within three (3) business days after the SDUC's decision, NYeC shall finalize the Summary Decision Memo and provide notice of the SDUC's decision to the requester.

9. NYeC shall be responsible for making the final Summary Decision Memo publicly available online at www.nyehealth.org as soon as practicable after the SDUC decision process concludes.

Expedited Review Process: Narrow Data Use Requests

All Narrow Data Use Request shall be reviewed in accordance with the following procedure:

1. A Permitted Requester submits to NYeC a Data Use Request that meets the requirements described in the definition of "Data Use Request" and that indicates that the Data Use Request is a Narrow Data Use Request.
2. NYeC will evaluate the following:
 - a. whether the use, disclosure and/or re-disclosure as described in the Data Use Request is for a Public Health Permitted Purpose or a Medicaid Permitted Purpose;
 - b. whether the use, disclosure and/or re-disclosure as described in the Data Use Request is otherwise in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations). NYeC will make any initial clarifications with the requester; and
 - c. whether the Data Use Request is a Narrow Data Use Request.

In connection with NYeC's review, NYeC will make any initial clarifications with the requester.

3. NYeC shall use commercially reasonable efforts to make a determination regarding the Data Use Request as soon as reasonably practicable, but in any event shall endeavor to make a determination within five (5) business days after receipt by NYeC of the Data Use Request.
 - a. If the Data Use Request is determined by NYeC to be other than a Narrow Data Use Request, the Data Use Request will be reviewed in accordance with the Standard Review Process described above, commencing with step 2.
 - b. If the Data Use Request is determined by NYeC to be a Narrow Data Use Request, but other than for a Public Health Permitted Purpose or a Medicaid Permitted Purpose and/or other than in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations), NYeC shall provide notice of denial of the Data Use Request to the requester and shall so notify the SDUC.
 - c. If the Data Use Request is determined by NYeC to be a Narrow Data Use Request and for a Public Health Permitted Purpose or a Medicaid Permitted Purpose and otherwise in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations), the Data Use Request shall

Statewide Data Infrastructure (SDI) Data Use Approval Process

be deemed approved and NYeC shall document the determination in a Summary Decision Memo. NYeC shall share the Summary Decision Memo with the SDUC for awareness and provide notice of approval of the Data Use Request to the requester.

- d. NYeC shall be responsible for making the final Summary Decision Memo publicly available online at www.nyehealth.org as soon as practicable after the decision process concludes.

Expedited Review Process: Urgent Public Health Surveillance

All Data Use Requests related to Urgent Public Health Surveillance (e.g., a request for identifiable data on all Emergency Department encounters beginning 6/1/24 with symptoms consistent with H5N1) shall be reviewed in accordance with the following procedure:

1. A Permitted Requester submits to NYeC a Data Use Request that meets the requirements described in the definition of "Data Use Request" and that indicates that the Data Use Request is related to Urgent Public Health Surveillance.
2. NYeC will evaluate the following:
 - a. whether the use, disclosure and/or re-disclosure as described in the Data Use Request is for a Public Health Permitted Purpose;
 - b. whether the use, disclosure and/or re-disclosure as described in the Data Use Request is otherwise in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations); and
 - c. whether the Data Use Request is related to Urgent Public Health Surveillance.

In connection with NYeC's review, NYeC will make any initial clarifications with the requester.

3. NYeC shall use commercially reasonable efforts to make a determination regarding the Data Use Request as soon as reasonably practicable, but in any event shall endeavor to make a determination within three (3) business days after receipt by NYeC of the Data Use Request.
 - a. If the Data Use Request is determined by NYeC to be other than related to Urgent Public Health Surveillance, the Data Use Request will be reviewed in accordance with the Standard Review Process described above, commencing with step 2.
 - b. If the Data Use Request is determined by NYeC to be related to Urgent Public Health Surveillance and for a Public Health Permitted Purpose and otherwise in compliance with the SCPA, the SHIN-NY SOPs and applicable law (including the SHIN-NY Regulations), the Data Use Request shall be deemed approved and NYeC shall document the determination in a Summary Decision Memo.

Statewide Data Infrastructure (SDI) Data Use Approval Process

NYeC shall share the Summary Decision Memo with the SDUC for awareness and provide notice of approval of the Data Use Request to the requester.

- c. NYeC shall be responsible for making the final Summary Decision Memo publicly available online at www.nyehealth.org as soon as practicable after the decision process concludes.

Approved Data Use Requests

Approved Data Use Requests will be operationalized by NYeC, with the SDUC and the SHIN-NY Policy and Technical Advisory Committees providing advice upon request.

All Summary Decision Memos will be posted publicly on the NYeC website.

Oversight and Appeals

Oversight and appeals of SDUC decisions will be conducted pursuant to the SDUC Charter.

Additional SDI Permitted Purposes

In the event that additions are made to the list of the SDI Permitted Purposes, the SDUC shall establish a process, if any, for addressing data use requests related to such additional purpose(s) and amend this SOP accordingly. For the avoidance of doubt, no additional approval process shall be required for use, disclosure or re-disclosure of SDI Data for any SDI Permitted Purposes which are required to meet the maintenance and operational needs of the SHIN-NY, as further described under "Limitations" above.

Records

NYeC shall maintain a record of all written documentation related to all Data Use Requests (including, but not limited to, all Data Use Requests, all notices to requesters in connection with Data Use Requests, all Summary Decision Memos, and all documentation in connection with the oversight and appeals process) in accordance with NYeC's data retention policies in effect from time to time, or such other policies as may be adopted by the SDUC in accordance with the Statewide Collaboration Process and the SDUC Charter.

Amendment Procedures

Proposals to amend this SOP, including without limitation to reflect amendments or modifications to the definition of SDI Permitted Purposes approved pursuant to the Statewide Collaboration Process, shall be considered, approved and implemented by the SDUC in accordance with the Statewide Collaboration Process and the SDUC Charter. SHIN-NY stakeholders may submit proposals to amend this SOP addressed to NYeC staff for consideration. All amendments to this SOP shall be documented in the Version History section and published in accordance with the Statewide Collaboration Process.

Attachments

- Form of Data Use Approval Request
- Form of Summary Decision Memo

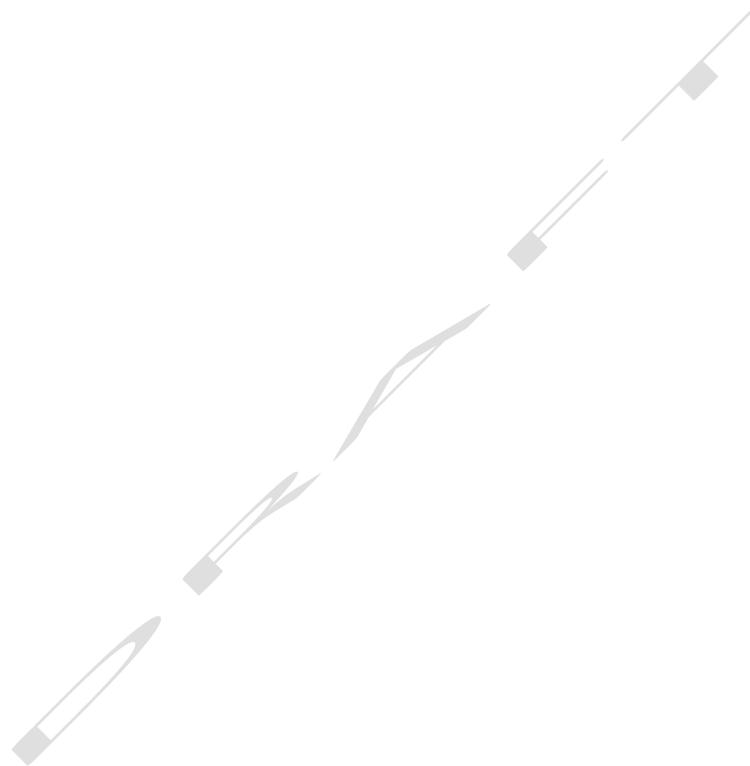
Version History

Version Number	Date Adopted	Summary of Changes

DRAFT

Form of Data Use Approval Request

[To be attached]



Form of Summary Decision Memo

[To be attached]

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Note: This is a preliminary draft produced by NYeC. All contents of this draft are subject to change.

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Introduction

Effective as of July 10, 2024, New York State has promulgated amended regulations (10 NYCRR Part 300; the **SHIN-NY Regulations**) requiring that the New York State Department of Health (NYS DOH) “establish a statewide collaboration process, which may include the designation of committees, representing qualified entities, SHIN-NY participants, relevant stakeholders, and health care consumers to make recommendations on SHIN-NY policy guidance and standards.”¹ This **Statewide Collaboration Process (SCP)** is administered jointly by NYS DOH and its state-designated entity (SDE), the New York eHealth Collaborative (NYeC). In its role as SDE, NYeC facilitates an open and transparent SCP that is designed to ensure input from key stakeholders in the SHIN-NY in the development and implementation of SHIN-NY policy guidance and standards.

The SCP is the comprehensive, collaborative process through which SHIN-NY policies are developed, shared with stakeholders, and refined prior to consideration by the NYeC Board and NYS DOH. Outputs of the SCP are formalized as SHIN-NY Standard Operating Procedures (SOPs), documents which each describe a specific area of SHIN-NY policy guidance. Through the SCP, standing and ad hoc committees and SHIN-NY work teams are designated to focus on priority areas of SHIN-NY policy, implementation and operations. Members of SCP committees are appointed to represent the diverse viewpoints of SHIN-NY Participants, Qualified Entities (QEs), state and local health authorities, patients, and other interested parties. Members of SHIN-NY work teams represent QEs, the SDE and NYS DOH in performing their essential business and operational functions for the SHIN-NY.

SOP Purpose, Scope, Limitations, and Intended Audience

Purpose

The purpose of this SOP is to define and describe the SCP for the SHIN-NY. The SCP is an integral part of SHIN-NY governance and serves as a mechanism for developing and amending SHIN-NY policy guidance in the form of SHIN-NY SOPs.

Scope

This SOP details the structure of the SCP, including SCP committee names and charters; their leadership, membership, and staffing models; scopes of responsibility for policy guidance and standards development; and the advisory and decision-making roles within the SCP framework. In addition, this SOP details the functions of the SCP, including the operating models for SCP committees; and processes for amending the Statewide Common Participation Agreement (SCPA) and other SHIN-NY SOPs.

Limitations

This SOP describes certain activities and procedures undertaken by NYS DOH, NYeC and/or the NYeC Board in support of the SCP. However, these entities’ roles in the SCP are not

¹ N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.3 - Statewide collaboration process and SHIN-NY policy guidance



limited to these functions, nor shall this SOP in any way limit the powers and functions otherwise held by these entities.

Audience

The audience for this SOP includes QEs, required and voluntary SHIN-NY participants, New York state and local public health authorities, health care consumers, and all other stakeholders with an interest in the SHIN-NY.

Definitions

Statewide Common Participation Agreement (SCPA) is defined as "...a common agreement, developed using a statewide collaboration process, consistent with any minimum standards set forth in the SHIN-NY policy guidance and approved by the New York State Department of Health, that is used statewide by each qualified entity or by SHIN-NY participants, allowing them to connect to the SHIN-NY statewide data infrastructure either directly or through a contractor, and pursuant to which SHIN-NY participants agree to participate in the SHIN-NY and adhere to SHIN-NY policy guidance, including but not limited to causing patient data to be contributed to the statewide data infrastructure and authorizing the use of patient data for statewide reporting and analytics for public health activities and Medicaid purposes, consistent with applicable law."²

Statewide Data Infrastructure (SDI) is defined as "...the information technology infrastructure provided by the New York State Department of Health, either directly or through contract, to support the aggregation of data provided by qualified entities and SHIN-NY participants, statewide reporting and analytics for public health activities and Medicaid purposes, consistent with applicable law."² The SDI includes a statewide data repository as well as centralized SHIN-NY systems operated or directed by NYeC.

Roles and Responsibilities

NYS DOH has decision-making authority for all SHIN-NY policy guidance and standards developed through the SCP. Through its public-private partnership with NYeC, NYS DOH convenes the SCP committees to provide recommendations on potential changes to SHIN-NY policy guidance and standards, and may reconfigure, dissolve, or designate new committees at its discretion. NYS DOH considers new or modified SHIN-NY policy guidance and standards at the request of the NYeC Board of Directors and responsible SCP committee Chair(s).

NYeC Board of Directors reviews all recommendations on SHIN-NY policy guidance and standards changes made through the SCP, prior to NYS DOH consideration. Members serve individually as Chairs for each SCP committee and bear responsibility for operating the committee in accordance with its charter and reporting on committee activities to fellow Board Members and/or NYS DOH periodically, or upon request. Through its Nominating

² N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.1 - Definitions



Committee, the NYeC Board considers nominations of and appoints members and Chairs of SCP committees.

NYeC Staff provide administrative coordination, support, and subject matter expertise to SCP committees. Staff support the SCP committee Chairs and facilitate the operations of each SCP committee in accordance with its charter. NYeC additionally serves as the convener of SHIN-NY standing and ad hoc work teams to support essential business and operational functions of the network.

Qualified Entities (QEs) participate through representatives as voting or ex officio members of SCP committees pursuant to the charters for those committees. QE representatives also participate in SHIN-NY standing and ad hoc work teams established by NYeC staff, including the SHIN-NY Leaders Group.

SHIN-NY Participants participate through representatives as voting or ex officio members of SCP committees pursuant to the charters for those committees. SHIN-NY Participants may also participate in SCP functions through guest attendance at meetings of SCP committees of which they are not members and the submission of public comments on, including suggested changes to, SHIN-NY SOPs and SHIN-NY proposals.

The **SHIN-NY Policy Committee (PC)** is an SCP standing committee with primary responsibility for the development and amendment of the Statewide Common Participation Agreement (SCPA), including the Election Process, and those SHIN-NY SOPs that address privacy and security policies, including patient consent.

The **Statewide Data Use Committee (SDUC)** is an SCP standing committee with responsibility for the development and amendment of SHIN-NY SOPs that address disclosures and uses of data contained in the SHIN-NY Statewide Data Infrastructure (SDI). The SDUC is additionally responsible for adjudication of SHIN-NY data use requests.

The **Technical Advisory Committee (TAC)** is an SCP standing committee with responsibility for the development and amendment of SHIN-NY SOPs that address technical data contribution standards for SHIN-NY Participants, including those involving core (required) data contributions and protocols for submissions directly to the Statewide Data Infrastructure; technical standards for services provided by QEs; and technical standards and requirements for interoperability among SHIN-NY participants.

The **SHIN-NY Leaders Group** is a standing SHIN-NY work team with responsibility for key business and operational decision-making related to cross-QE and SDE functions. NYeC convenes the group and determines its membership, which shall generally consist of executive-level leadership representing each QE, the SDE, and NYS DOH.

Description of Standard Operating Procedures

SHIN-NY SOP Procedures

1. Appointment to SCP Committees



The NYeC Board shall appoint Chairs of and members to standing SCP committees from a slate submitted by the NYeC Nominating Committee. The Chairs of the PC, SDUC and TAC will seek candidates for recommendation to the NYeC Nominating Committee in accordance with their respective charters. Appointments to ad hoc SCP committees shall be managed on a case-by-case basis at the discretion of the NYeC Board and NYS DOH, with support from NYeC staff.

2. Development of new SHIN-NY SOPs

The SHIN-NY Regulations require that recommendations on SHIN-NY policy guidance and standards be made through the SCP. NYS DOH shall then consider SHIN-NY policy guidance and standards recommendations made through the SCP and may accept or reject SHIN-NY policy guidance and standards recommendations at its sole discretion.

The SCPA incorporates the requirement that policy guidance and standards recommendations be made through the SCP, further clarifying the role of the SCP in the development and amendment of SHIN-NY standards and procedures known as “SHIN-NY SOPs.” An initial set of SHIN-NY SOPs is listed in Exhibit B of the SCPA which includes both legacy (existing) SOPs carried forward from previously approved sections of SHIN-NY policy guidance,³ and new SOPs which are needed to implement the terms of the SCPA. Legacy SOPs shall be carried forward as last amended and approved through the SHIN-NY Policy Committee (PC) process, and all subsequent amendments shall follow the procedure described below (“Review and amendment of existing SHIN-NY SOPs”).

Tables 1.1 and 1.2, below, list the legacy and new SHIN-NY SOPs and indicate the entity principally responsible for each. The SHIN-NY SOPs in Table 1.1 are listed with the SCP committee principally responsible for its maintenance. The SHIN-NY SOPs in Table 1.2 are maintained principally by NYS DOH and/or NYeC, with periodic input requested from SCP committees as needed.

Table 1.1 Index of SHIN-NY SOPs for which SCP committees are principally responsible

SHIN-NY SOP	Type	Principally Responsible SCP Committee
State-Funded Participant Services Requirements for both QEs and NYeC (modification of existing Qualified Entity Minimum Technical Requirements)	Legacy	Technical Advisory Committee
QE Participant Member-Facing Services	Legacy	Technical Advisory Committee
Privacy and Security Policies and Procedures	Legacy	SHIN-NY Policy Committee
Election Process	New	SHIN-NY Policy Committee
Technical Standards for Interoperability and Data Sharing	New	Technical Advisory Committee

³ See <https://www.health.ny.gov/technology/regulations/> for legacy SOP documents.



**Statewide Health Information Network for New York (SHIN-NY)
Standard Operating Procedure (SOP)**

NEW YORK eHEALTH
COLLABORATIVE

Statewide Collaboration Process

SHIN-NY SOP	Type	Principally Responsible SCP Committee
Contribution Requirements and Contribution Standards for Participants	New	Technical Advisory Committee
Platform Technical Specifications for both QEs and NYeC	New	Technical Advisory Committee
SDI Data Use Approval Process	New	Statewide Data Use Committee

Table 1.2 Index of SHIN-NY SOPs for which NYeC and NYS DOH are principally responsible

SHIN-NY SOP	SOP Type
Oversight & Enforcement Policies and Procedures for QEs	Legacy
Qualified Entity Organizational Characteristics Requirements	Legacy
Requirements for SDI Waiver Recipients Under 10 NYCRR §300.6	Legacy
Social Care Network Disclosures	New
Insurance Requirements, Indemnification, and Limitations of Liability	New
Statewide Collaboration Process	New

Development of new SHIN-NY SOPs referenced in the SCPA will be managed through SCP committees, as listed in Table 1.1, and directed by the committee Chairs. Each SCP committee is responsible for developing the SOPs for which they are principally responsible, including by soliciting the advice, where needed, of other SCP committees, SHIN-NY standing or ad hoc work teams, SHIN-NY stakeholders, and subject matter experts. New SHIN-NY SOPs will be produced in a standard format using a template developed by NYeC.

The Chair of the SCP committee which drafted a new SOP will present the draft to the NYeC Board for review and manage requested revisions. NYeC Board approval shall be documented in Board meeting minutes. Following NYeC Board approval, the new SOP will be shared with NYS DOH for review and approval. Following NYS DOH approval, NYeC will post or otherwise make the new SOP available to the public.

From time to time, the development of additional SOPs not related to those listed in Table 1.1 or 1.2 may be required to provide guidance on emergent SHIN-NY policy issues, or otherwise serve the interests of the network. The creation of additional SOPs may be proposed by an SCP committee member or Chair, by NYeC, or by NYS DOH; SHIN-NY stakeholders may also propose a new SOP by submitting a request to the SHIN-NY PC Chair, in which case, the Chair will either address such request through the Committee or refer the request to the SDUC or TAC, as appropriate.

New SOPs shall be discussed by the SHIN-NY Policy Committee, SDUC, or TAC, as appropriate, and considered for referral to the NYeC Board and NYS DOH. The NYeC Board shall consider such referrals and make a recommendation to NYS DOH for or against the creation of the additional SOP. Recommendations in favor shall include a recommended



SCP committee or other entity (e.g., a SHIN-NY work team) that shall be responsible for the new SOP. Final determinations on additional SOP proposals will be made by NYS DOH in its sole discretion, and these determinations will be documented in the appropriate committee meeting materials in order to ensure public disclosure.

3. Review and amendment of existing SHIN-NY SOPs

The amendment of SHIN-NY SOPs shall be the responsibility of the SCP committee principally responsible for that SOP, or of NYeC and NYS DOH, pursuant to the process outlined below (“Amendment Procedures”), unless otherwise specified in a specific SHIN-NY SOP. SHIN-NY SOPs shall be reviewed and evaluated by their responsible committees at least once annually to ensure their terms remain consistent with applicable New York State laws and regulations, and appropriate for the needs of the SHIN-NY. Amendments to existing SHIN-NY SOPs may be proposed by an SCP committee member or Chair, by NYeC, or by NYS DOH; SHIN-NY stakeholders may also propose amendments to existing SOPs by submitting a request to the responsible SCP committee’s Chair. The responsible SCP committee must consider all reasonable requests for SOP amendments, as determined by the committee Chair or their designee.

Upon determining that an amendment is needed, the responsible SCP committee shall work to develop a proposed revision to the SOP. The Chair of the responsible SCP committee will present the amendment to the NYeC Board for review and manage any revisions which the NYeC Board may request prior to approval. Following NYeC Board approval, the amendment will be shared with NYS DOH for review and approval. Following NYS DOH approval, NYeC will update the SOP in the *Version History* section to document the changes, and post or otherwise make the amended SOP available to the public.

SCP Standing Committee Procedures

4. Operating model of SHIN-NY Policy Committee

The SHIN-NY Policy Committee (PC) operates as a standing SCP committee and is an advisory body to the NYeC Board of Directors and NYS DOH. The NYeC Board appoints the PC Chair and members from a slate submitted by the NYeC Nominating Committee.

The PC is primarily responsible for the SHIN-NY SOP concerning Privacy and Security Policies and Procedures, as well as amendments to the Statewide Common Participation Agreement (SCPA) and the Election Process SOP. The PC will set and publish an Annual Policy Agenda at least once annually which describes its intended priorities for the following year. The PC shall operate consistent with its charter, as approved by the NYeC Board.

5. Establishment and operating model of Statewide Data Use Committee

The Statewide Data Use Committee (SDUC) shall be established at the direction of the NYeC Board of Directors and NYS DOH to serve as one of their advisory bodies. The NYeC Board shall appoint the SDUC Chair and members from a slate submitted by the NYeC Nominating



Committee. The SDUC Charter shall be drafted and approved by the NYeC Board and NYS DOH prior to the establishment and first convening of the SDUC.

The SDUC will operate as a standing SCP committee and is principally responsible for the SHIN-NY SOP concerning the SDI Data Use Approval Process, as well as for adjudication of SHIN-NY data use requests pursuant to that SOP. The SDUC shall operate consistent with its charter, as approved by the NYeC Board.

6. Establishment and operating model of Technical Advisory Committee

The Technical Advisory Committee (TAC) shall be established at the direction of the NYeC Board of Directors and NYS DOH to serve as one of their advisory bodies. The NYeC Board shall appoint the TAC Chair and members from a slate submitted by the NYeC Nominating Committee. The TAC Charter shall be drafted and approved by the NYeC Board and NYS DOH prior to the establishment and first convening of the TAC.

The TAC will operate as an standing SCP committee and is principally responsible for the SHIN-NY SOPs concerning technical requirements for interoperability and data sharing among SHIN-NY participants and QEs. The TAC shall operate consistent with its charter, as approved by the NYeC Board.

7. Establishment of new SCP committees

The NYeC Board or NYS DOH may elect to establish a new SCP standing or ad hoc committee to meet emergent needs of the SHIN-NY. The decision to establish such a new committee shall be made by mutual agreement of the NYeC Board and NYS DOH. In the event a new committee is established, NYeC will provide staff support to facilitate its functioning. For new standing committees, the NYeC Board shall appoint Chairs of and members from a slate submitted by the NYeC Nominating Committee. Charters for all new standing committees shall be drafted and approved by the NYeC Board and NYS DOH prior to the establishment and first convening of the committee; ad hoc committees may be convened without a formal charter document. All documentation requirements described in this SOP shall apply to any new SCP committee unless otherwise specified in its charter.

8. Dissolution of an existing SCP committee

NYS DOH may, in its sole judgment, dissolve an existing SCP committee. The process for dissolution shall be determined and applied by NYS DOH as needed.

9. Governance of standing and ad hoc SHIN-NY work teams

NYeC, in its role as the SDE, shall convene standing and ad hoc SHIN-NY work teams, including the SHIN-NY Leaders Group, to assist in fulfilling the business and operational needs of the SHIN-NY. Membership of SHIN-NY work teams will be established by NYeC and will include staff and subject matter experts (SMEs) from NYeC, QEs, and DOH, as appropriate. A member of NYeC leadership, or their designee, shall facilitate each SHIN-NY



work team. These work teams can seek input and feedback from and provide input and feedback to the SCP committees, as needed.

SHIN-NY work teams support the implementation of SHIN-NY policies developed through the SCP. SHIN-NY work teams are not primarily responsible for development or amendment of SHIN-NY SOPs prescribed in the SCPA; however, SCP committees may request feedback and input from or otherwise coordinate with a work team(s) when developing such SOPs. SHIN-NY work teams may, at the direction of the NYeC Board or NYS DOH, lead the development of proposals for future SHIN-NY SOPs.

10. Governance of SHIN-NY Leaders Group

The SHIN-NY Leaders Group is a standing SHIN-NY work team through which NYeC convenes the executive-level leadership of NYeC, each QE and representatives from NYS DOH for key business and operational decision-making. This work team will perform functions previously managed through the SHIN-NY Business and Operations Committee (BOC), a legacy SCP committee. QE Leaders will report out to the NYeC Board on a rotating basis.

SCPA Procedures

11. Implementation of the Statewide Common Participation Agreement

The implementation of the Statewide Common Participation Agreement (SCPA) by SHIN-NY participants and QE signatories shall be the responsibility of NYeC, as the state designated entity and partner of NYS DOH. NYeC is developing the SCPA in partnership with the SHIN-NY PC, NYS DOH, SHIN-NY participants, QEs, and interested health care and social services stakeholders across New York State. NYeC will implement an open and transparent process for input on and discussion of the SCPA by providing at least one public webinar session about the SCPA, sharing webinar materials and a recording via its website (www.nyehealth.org), and administering a 30-day public comment process on the SCPA. NYeC will review and analyze all public comments received through this process and will incorporate public comments into the SCPA as NYeC determines to be appropriate or necessary to implement the SHIN-NY regulations. The NYeC Board and NYS DOH shall monitor implementation of the SCPA based upon progress updates provided by NYeC staff.

12. Amendments to the of a Statewide Common Participation Agreement

The SHIN-NY Policy Committee (PC) shall be responsible for considering and developing amendments to the SCPA, as directed by the NYeC Board and NYS DOH. Proposals for amendments to the SCPA may also be submitted to the PC by SHIN-NY stakeholders; such proposals will be reviewed and discussed by the PC at the discretion of the Chair. Any necessary clarification or addition to the SCPA that can, in the judgment of the NYeC Board and NYS DOH, be accomplished without amendment and instead through development of a new or amended SHIN-NY SOP shall be managed accordingly. The PC Chair, with support



from NYeC staff, shall be responsible for ensuring that meeting minutes accurately reflect any discussion of SCPA amendments which takes place during a PC meeting.

Amendment Procedures

This SOP shall be reviewed and evaluated by NYeC staff at least once annually to ensure its terms remain consistent with applicable New York State laws and regulations, and appropriate for the needs of the SHIN-NY. SHIN-NY stakeholders may submit proposals to amend this SOP addressed to NYeC staff for consideration. Proposals to amend this SOP shall be considered by the NYeC Board and NYS DOH. All amendments to this SOP shall be documented in the *Version History* section and published according to the practices described in *Section 2, Review and amendment of existing SHIN-NY SOPs*. NYeC will post or otherwise make the amended SOP available to the public.

Documentation Requirements

NYeC, in coordination with each SCP committee, is responsible for the public disclosure of committee meeting agendas, meeting minutes, white papers, and recommendations.⁴ NYeC, in coordination with each SCP committee Chair, shall ensure these documentation and disclosure requirements are met in a timely fashion (i.e., as soon as practicable prior to or after each meeting).

All documentation associated with SCP committee work shall be made available on NYeC’s website (www.nyehealth.org).

SHIN-NY standing and ad hoc work teams are not responsible for public disclosure of materials, but may make their work products available on a case-by-case basis at the discretion of NYeC and NYS DOH. In these cases, such documentation will be made available on NYeC’s website (www.nyehealth.org).

Attachments

- SHIN-NY Policy Committee Charter (as last amended September 23, 2020)
- Statewide Data Use Committee Charter
- Technical Advisory Committee Charter
- SHIN-NY SOP Template

Version History

Version Number	Date Adopted	Summary of Changes

⁴ N.Y. Comp. Codes R. & Regs. Tit. 10 § 300.3 - Statewide collaboration process and SHIN-NY policy guidance

SHIN-NY POLICY COMMITTEE CHARTER
As Amended and Adopted

at the September 23, 2020 Annual Meeting of the NYeC Board of Directors

Introduction

In 2016 the SHIN-NY Regulation 10 NYCRR § 300.3(a)(1)(2)(3) codified the SHIN-NY Policy Committee (the “Committee”) as part of the Statewide Collaboration Process (the “SCP”). The Regulation states: (1) The New York State Department of Health shall establish or designate a policy committee to make recommendations on SHIN-NY policy guidance and standards, (2) Policy committee agendas, meeting minutes, white papers and recommendations shall be made publicly available, and (3) the New York State Department of Health shall consider SHIN-NY policy guidance recommendations made through the statewide collaboration process and may accept or reject SHIN-NY policy guidance recommendations at its sole discretion.

The New York eHealth Collaborative (“NYeC”) works in partnership with the NYS Department of Health as the State Designated Entity (the “SDE”) responsible for operating and maintaining the SHIN-NY and does so in collaboration with the regionally based QEs and their Participants. Together they are governed through the open and transparent *Statewide Collaboration Process* that is designed to ensure input from key stakeholders in the SHIN-NY in the development and implementation of SHIN-NY Policy Standards. These policy standards are designed to (1) establish privacy and security policies that comport with existing laws and (2) develop technical standards for operation of the SHIN-NY. NYeC staff provide leadership to the work of the Committee and the development of the policies and procedures that serve as policy guidance to the SHIN-NY Regulation and are outlined in the *SHIN-NY Privacy and Security Policies and Procedures for Qualified Entities and their Participants*.

The policies and procedures are not a static document. As the SHIN-NY continues to mature these Policy Standards are amended from time to time to reflect the benefit of implementation and operational experience, new technology developments, changes in federal and state laws and other considerations. The Committee is formally chartered to assist in this ongoing process.

I. PURPOSES

The development of privacy and security policies for the SHIN-NY is designated to the Committee by the NY State Department of Health. The Committee is convened and managed for this purpose by NYeC in its role as the SDE.

II. COMMITTEE MEMBERSHIP

The Committee shall comprise at least thirteen (13) but no more than fifteen (15) members, including the Committee Chair. Up to and including December 31, 2020, members shall be chosen by the NYeC Board of Directors from a slate submitted by the NYeC Nominating Committee at any meeting of the NYeC Board of Directors.

Effective January 1, 2021, for purposes of providing staggered terms of office only, Committee members shall be divided into three (3) classes, which will, as nearly as possible, result in one-third (1/3) of the terms of Committee members expiring at the NYeC Board of Directors Annual Meeting each year. The classes of Committee members as of January 1, 2021 shall be divided as follows:

1. Class of 2021 – Committee members appointed in or before 2012, 2013, and 2014.

2. Class of 2022 – Committee members appointed in 2015, 2016, and 2017.
3. Class of 2023 – Committee members appointed in 2018, 2019, and 2020.

Beginning with the September 2021 NYeC Board of Directors Annual Meeting, and at each such Annual Meeting thereafter, Committee members shall be appointed to the Class of 2024, and to all subsequent Classes, from a slate submitted by the NYeC Nominating Committee. Committee members so appointed shall serve up to two (2) three (3) year terms, or until his or her earlier resignation or removal; provided, however, that the Chair of the Committee, in his or her discretion, may recommend to the Nominating Committee a one-time term extension for an individual Committee member for good cause.

To the extent possible, Committee membership shall be representative of the broader healthcare stakeholder community including but not limited to public health, hospitals, providers, health plans, attorneys, Qualified Entities, consumers and consumer advocates, security experts and health care policy experts. Membership should be representative of key NY State stakeholders and to be diverse in terms of geographic distribution, experience in policy and legislative areas, and should at a minimum include, if at all possible:

- A minimum of two (2) Qualified Entity (QE) representatives with policy experience.
- A minimum of nine (9) provider organizations including hospitals, primary care practice, adolescent and pediatric practice, health plans, mental health, substance use disorders, community-based organizations, LTC, security and public health.
- A minimum of two (2) consumers and/or consumer advocates.

The membership may also include ex officio non-voting members that include but are not limited to the following stakeholder groups: one (1) SHIN-NY Business and Operations Committee (BOC) representative, and a minimum of one (1) representative from each of the following stakeholder entities: NYS OMH, OASAS, OPWDD, NYDOHMH, State Hospital Associations and other relevant stakeholder entities.

Ex officio members of the Committee do not have a vote on resolutions and recommendations from the Committee to the NYeC Board of Directors.

The Committee is Chaired by a member of the NYeC Board of Directors who is chosen from a slate submitted by the NYeC Nominating Committee at the Annual Meeting of the NYeC Board of Directors and such chair shall serve a term(s) of three (3) years. The Chair shall preside at meetings of the Committee and shall have authority to convene meetings, set agendas for meetings and determine the Committee's information needs. In the absence of the Chair at a duly convened meeting, the Committee shall select a temporary substitute from among its members to serve as Chair of the Committee for such meeting.

Work of the SHIN-NY Policy Committee is staffed by NYeC.

III. COMMITTEE MEETINGS

The Committee shall meet on a regular basis and at least monthly or as circumstances dictate. Any one or more members may participate in a meeting of the Committee by means of a conference telephone or similar communications equipment or by electronic video communication.

A majority of the members of the Committee shall constitute a quorum for a meeting, and the affirmative vote of a majority of the members present at a meeting at which a quorum is present shall constitute the action of the Committee.

Work of the Committee will follow the general principles of the Statewide Collaboration Process that promotes an open and transparent process where decisions of the Committee will be guided by consensus of the members.

The BOC will have the opportunity to review and comment on major policy changes that may impact overall implementation. Any recommendations for changes to the proposed policies will be at the sole discretion of the Policy Committee before submission to the NYeC Board and then to the NYS DOH for consideration.

IV. KEY RESPONSIBILITIES

Committee:

1. Ensure modernization of existing SHIN-NY Privacy and Security Policies and a framework for development of new policies consistent with federal and state regulations and/or legislation that support and increase access and usage.
2. Review and consider policy proposals submitted by the BOC and/or other SHIN-NY stakeholder groups.
3. Develop policy issue papers and FAQs on SHIN-NY policy guidance.
4. Propose an annual policy Agenda and scope of work for NYS DOH and NYeC Board of Directors approval.
5. Ensure public comments on major SHIN-NY policy changes as needed.
6. Ensure regular Committee activity updates to the NYeC Board of Directors.

Chair:

- Provide leadership and direction to the work of the Committee.
- Convene and facilitate regularly scheduled meetings of the Committee.
- Foster a decision-making process that facilitates a full discussion of all views and builds toward consensus when possible.
- Refer SHIN-NY privacy and security policy recommendations to the NYeC Board of Directors for approval before forwarding to NYS DOH for final review and incorporation into SHIN-NY Policy Guidance.
- Establish ad hoc workgroups of the Committee with subject matter experts as needed.
- Provide regular updates on Committee work to the NYeC Board of Directors.
- Convene an annual SHIN-NY Policy Agenda planning process.

Members:

- Actively participate in regularly scheduled meetings of the Committee.
- Contribute knowledge and expertise that will further inform overall policy development and implementation keeping the best interests of the SHIN-NY enterprise in mind and putting aside individual organizational interests.

SHIN-NY Statewide Data Use Committee Charter

Introduction: Amendments to the SHIN-NY Regulations (10 NYCRR Part 300), effective July 10, 2024, require the establishment of “a statewide collaboration process, which may include the designation of committees representing qualified entities, SHIN-NY participants, relevant stakeholders, and healthcare consumers to make recommendations on SHIN-NY policy guidance and standards.” The regulation also requires the creation of requirements and procedures for the disclosure of data using the statewide data infrastructure (SDI), to the New York State Department of Health (NYS DOH) or its designated contractor, and for the use and re-disclosure of such data to support statewide reporting and analytics for public health surveillance and Medicaid purposes. Such requirements and procedures will constitute new components of SHIN-NY policy guidance, which is the holistic set of policies and procedures developed through the statewide collaboration process which governs the SHIN-NY.

In 2024 and beyond, the SHIN-NY is continuing its ongoing transformation into a public health data utility suitable to support the “nation-leading monitoring and surveillance system to inform targeted and appropriate responses to public health crises and to drive broader health care insights” envisioned by Governor Hochul in her 2023 State of the State remarks. NYeC, as steward of the SHIN-NY, is responsible for supporting this transformation – including by administering requests for use of SHIN-NY data, managing the provision of SHIN-NY data outputs to requesters, and upholding a transparent and open governance model for data use. As the central functions of the SHIN-NY evolve towards public health and Medicaid, a centralized capability to evaluate and adjudicate data use requests is also necessary.

Purpose: NYeC will establish a Statewide Data Use Committee (SDUC) to apply the requirements and procedures for the disclosure of data using the statewide data infrastructure (SDI) defined in SHIN-NY policy guidance by reviewing and adjudicating data use requests. The SDUC will serve as subject matter experts on the contents of the SDI and the permitted purposes for which SDI data may be used, as well as prohibited uses of the same.

Composition: The SDUC will be composed of a cross-section of SHIN-NY stakeholders representing QEs, SHIN-NY participants, patient and consumer advocates, and subject matter experts in relevant areas of data use, patient privacy, and access. NYeC staff with relevant expertise will support the functions of the SDUC but will not hold voting seats.

Chair: The SDUC will be chaired by a NYeC Board member and selected by a vote of the NYeC Board based on the recommendation of the Board’s Nominating Committee. The Chair will participate as a voting member of the SDUC. The SDUC Chair has the authority to convene meetings, set agendas for meetings, and determine the Committee’s information needs. The Chair will be responsible for directing regular updates to the NYeC Board and NYS DOH on SDUC activities, with support from NYeC staff.

In addition to the SDUC Chair, the SDUC will have up to six (6) voting members as below:

- A minimum of two (2) representatives of health care entities subject to SHIN-NY regulations, which may include state hospital associations
- A minimum of one (1) Qualified Entity (QE) representative with data use and data privacy experience

- A minimum of one (1) representative from provider organizations such as primary care practices, adolescent and pediatric practices, health plans, mental health, substance use disorders, community-based/human services organizations
- A minimum of one (1) consumer or patient advocate
- A minimum of one (1) subject matter expert (state or national) focused on data use, patient privacy and access, and relevant NYS laws and regulations

All SDUC members are expected to disclose their conflicts of interest with relevance to SDUC activities and must attest to their ability to serve in the best interest of the SDUC. Members may be required to recuse themselves from particular data use case adjudication decisions at the Chair's discretion.

SDUC members may be appointed to and serve on other Statewide Collaboration Process (SCP) committees simultaneously.

Member Selection and Terms: Inaugural members of the SDUC will be selected through the NYeC Board's Nominating Committee process. A call for inaugural member nominations will be broadly distributed to SHIN-NY participants and stakeholders which will be considered by the NYeC Nominating Committee when presenting a slate of candidates to the NYeC Board. In the future, SDUC members will be recommended to the Nominating Committee by the SDUC Chair in consultation with incumbent SDUC members and NYeC. Members will serve terms of three years each and may serve up to two terms with potential nomination for a third term if circumstances merit reappointment, at the discretion of the SDUC Chair.

Meeting Cadence and Procedure: The SDUC will meet at a frequency determined by the Chair, but no less than quarterly. SDUC members will participate in meeting pre-work and offline review of data use case requests between scheduled meetings as needed. NYeC staff will work with the Chair to establish a protocol for sharing data use request documentation with SDUC members promptly to support efficient adjudication during meetings.

Meetings of the SDUC will be hosted on a virtual conferencing platform, or hybrid in-person and virtually, and will generally be closed to the public, with exceptions made upon request and at the discretion of the Chair. Meeting details will be announced on the NYeC website at least five (5) business days prior to the meeting, or as soon as practicable for meetings scheduled with less advance notice. Minutes will be made available to the public via the NYeC website following each meeting.

Committee Functions: The SDUC will have a combination of advisory and decision-making roles, including:

- 1) Develop and amend SHIN-NY standard operating procedures (SOPs), which shall be effective as of July 1, 2025, for the review and adjudication of data use requests which require use, disclosure, or re-disclosure of data from the SDI, including amending the list of SDI Permitted Purposes, subject to approval by the NYeC Board and NYS DOH; and
- 2) As of July 1, 2025, adjudicate data use requests consistent with the SHIN-NY SOPs.

Upon formation, the SDUC will establish a workplan for delivering on item (1), which will include pathways for different types of use case requests (e.g., limited datasets, identifiable datasets, emergency use) and specify authorized requester types.

Until July 1, 2025, when the Statewide Common Participation Agreement (SCPA) becomes effective, data use case requests will continue to be decided following the legacy approach used by NYeC and the Qualified Entities (QEs) pursuant to the Data Use and Contribution Agreement (DUCA). Under the DUCA framework, NYeC will consult with the SDUC regarding data use requests from designated NYS DOH staff that are submitted to the QEs for approval.

As of July 1, 2025, the SDUC will adjudicate data use requests as specified in the SOPs developed and approved per item (1). Upon adjudication of a data use case request, the SDUC and NYeC staff will produce a summary decision memo and post it publicly on the NYeC website. NYeC and the SDUC will establish a standard format for summary decision memos which will include a plain language description to support public understanding. NYeC may begin work to operationalize a data use case request immediately following the public posting of a summary decision memo.

Approved data use case requests will be operationalized by NYeC, with the SDUC and the SHIN-NY Policy and Technical Advisory Committees providing advice upon request.

Committee Scope: The scope of the SDUC includes all data use requests fulfilled by the SDI, or by QEs using centralized SHIN-NY infrastructure, with two exceptions:

- (1) Data requests that are submitted and processed pursuant to the DUCA prior to July 1, 2025; and
- (2) Data requests otherwise required by NYS law or NYS DOH policy (e.g., supplying data to the HERO, supplying Health Related Social Needs (HRSN) screenings and referral data to NYS DOH for NYHER 1115 waiver support).

Oversight and Appeals: Oversight of SDUC decisions will be provided through regular monitoring and periodic audits of approved use cases by the Audit & Compliance Committee of the NYeC Board (“Audit Committee”). The SDUC Chair, with support from NYeC staff, will be responsible for regularly briefing the Audit Committee and the NYeC Board on the SDUC’s progress developing of SHIN-NY SOPs. The Chair will also brief the Audit Committee and NYeC Board intermittently on the data use request pipeline, including average initial response and adjudication times.

Each SDUC adjudication of a data use case request is subject to a 10-business day appeals period, starting immediately upon public posting of the summary decision memo. Any SHIN-NY participant (defined as an individual or entity which participates in the SHIN-NY by contributing and/or accessing SHIN-NY data) may submit an appeal or comments on the SDUC’s use case summary memo. Both approved and rejected decisions may be appealed. In the event of an appeal, the SDUC will refer the data use case request to the NYeC Board’s Audit & Compliance Committee for review.

The Audit Committee will consider appeals of SDUC decisions to approve or reject a data use case request, pursuant to the SHIN-NY SOPs governing such decisions.

The outcome of an appeal will be posted publicly as an addendum to the summary decision memo for the use case in question. The SDUC, with support from NYeC staff, is responsible for communicating the appeal outcome with the SHIN-NY stakeholder who submitted the appeal.

SHIN-NY Technical Advisory Committee Charter

Background: Amendments to the SHIN-NY Regulations (10 NYCRR Part 300), effective July 10, 2024, require the establishment of “a statewide collaboration process, which may include the designation of committees representing qualified entities, SHIN-NY participants, relevant stakeholders, and healthcare consumers to make recommendations on SHIN-NY policy guidance and standards.” The regulation also requires that such policy guidance and standards include technical standards for interoperability and data sharing among SHIN-NY participants, Qualified Entities (QEs), and the New York State Department of Health (NYS DOH) or its designated contractor. Such requirements and procedures will constitute new components of SHIN-NY policy guidance, which is the holistic set of policies and procedures developed through the statewide collaboration process which governs the SHIN-NY.

In 2024 and beyond, the SHIN-NY is continuing its ongoing transformation into a public health data utility suitable to support the “nation-leading monitoring and surveillance system to inform targeted and appropriate responses to public health crises and to drive broader health care insights” envisioned by Governor Hochul in her 2023 State of the State remarks. As the central functions of the SHIN-NY evolve towards public health and Medicaid, consistent technical standards for interoperability and data sharing are also necessary.

Purpose: NYeC will establish a SHIN-NY Technical Advisory Committee (TAC) to provide advice and recommendations on technical standards for interoperability and data sharing within the SHIN-NY. The Committee will provide input and recommendations on topics including, but not limited to:

- Potential SHIN-NY data collection and transmission standards to promote standardization, quality, interoperability, and use;
- Technical requirements to fulfill statewide use cases or as required to support New York State public health activities and population health objectives (e.g., Medicaid 1115 Waiver);
- New federal or state legal requirements and their implications for the SHIN-NY; and
- Direct data contribution standards to the statewide data infrastructure (SDI).

In providing advice and recommendations, the SHIN-NY TAC will seek to leverage national HIE standards and to harmonize with evolving federal program requirements to the extent possible, aiming to limit the burden of adoption on New York participants.

Composition: The SHIN-NY TAC will comprise up to 11 members, including the Chair, with HIE and health information technology (HIT) expertise who are willing and able to represent the broad and diverse interests of New York State’s health care community. NYeC staff with relevant expertise will support the functions of the TAC but will not hold voting seats.

Chair: The TAC will be chaired by a NYeC Board member and selected by a vote of the NYeC Board based on the recommendation of the Board’s Nominating Committee. The Chair will participate as a voting member of the TAC. The TAC Chair has the authority to convene meetings, set agendas for meetings, and determine the Committee’s information needs. The Chair will be responsible for directing regular updates to the NYeC Board and NYS DOH on TAC activities, with support from NYeC staff.

Membership will include:

- Up to four (4) representatives of health care entities which are required to contribute data to the SHIN-NY, or their representative(s), which may include state hospital associations
- Up to two (2) representatives of health care entities not directly subject to SHIN-NY regulations, but which are impacted by statewide health care reforms and reliant on effective functioning of the SHIN-NY
- Up to two (2) representatives from the QEs with technology and interoperability experience
- One (1) subject matter expert (state or national) who specializes in federal data collection and interoperability standards
- One (1) subject matter expert (state or national) focused on patient privacy and access

In addition, membership will include up to four ex officio non-voting members representative of state and local public health and Medicaid interests, including: NYS DOH's Office of Public Health and Office of Health Insurance Programs; New York City's Department of Health and Mental Hygiene (DOHMH); and county health departments.

All TAC members are expected to disclose their conflicts of interest with relevance to TAC activities and must attest to their ability to serve in the best interest of the TAC.

TAC members may be appointed to and serve on other Statewide Collaboration Process (SCP) committees simultaneously.

Member Selection and Terms: Inaugural members of the TAC will be selected through the NYeC Board's Nominating Committee process. A call for inaugural member nominations will be broadly distributed to SHIN-NY participants and stakeholders which will be considered by the NYeC Nominating Committee when presenting a slate of candidates to the NYeC Board. In the future, TAC members will be recommended to the Nominating Committee by the TAC Chair in consultation with incumbent TAC members and NYeC. Members will serve terms of three years each and may serve up to two terms with potential nomination for a third term if circumstances merit reappointment, at the discretion of the TAC Chair.

Meeting Cadence and Procedure: The TAC will meet regularly, approximately twice monthly for its initial six months of convenings and monthly thereafter, or as determined by the Chair. The Chair shall be responsible for convening and facilitating TAC meetings with support from NYeC staff.

Meetings of the TAC will be hosted on a virtual conferencing platform, or hybrid in-person and virtually, and will generally allow public participation, at the discretion of the Chair. Meeting details will be announced on the NYeC website at least five (5) business days prior to the meeting, or as soon as practicable for meetings scheduled with less advance notice. Minutes will be made available to the public via the NYeC website following each meeting.

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Introduction

Provides background context on origin of SOP.

SOP Purpose, Scope, Limitations, and Intended Audience

Describes what the SOP includes and its intended audience, as well as any limitations to its authority (e.g., deference to another SOP on a specific issue); references applicable section(s) of the Statewide Common Participation Agreement.

Definitions

Includes definitions of key terms used in this SOP.

Roles and Responsibilities

Includes relevant organization types/individuals (i.e., QEs, SHIN-NY Participants, NYeC, NYS DOH, patients).

Description of Standard Operating Procedures

Includes substance of the SOP.

Amendment Procedures

Includes procedure for amendments to this SOP.

Documentation Requirements

Includes approach to producing public-facing documentation or updates related to the SOP.

Attachments

- List of attachments to this SOP.

Version History

Version Number	Date Adopted	Summary of Changes