

**New York eHealth Collaborative
SHIN-NY Statewide Common Participation Agreement
Frequently Asked Questions
September 2024**

Purpose and Key Terms

1. What is the SCPA?

The Statewide Common Participation Agreement (SCPA) is the contract that will govern the relationship between the Health Information Networks (HINs) that operate the Statewide Health Information Network for New York (SHIN-NY) and the individuals and organizations that participate in the SHIN-NY (SHIN-NY participants). SHIN-NY participants may contribute data to and/or access data from the SHIN-NY for certain purposes.

2. How will the SCPA change my organization's participation in the SHIN-NY?

The SCPA is intended to make participation in the SHIN-NY **more valuable and efficient**, and will allow the SHIN-NY to adapt to change and advances in health information exchange and to offer participants meaningful choices in how and where they receive SHIN-NY services.

Key benefits of SHIN-NY participation under the SCPA include:

- A. Consistency in how health information may be shared and used, which will also allow the SHIN-NY to build a structure for more efficient and transparent data governance across the SHIN-NY.
- B. Consistency in services provided to participants and, where participants aren't satisfied with the services they're receiving, real choices about how and where to get their services.
- C. With the evolution and advancement of new technology in health information exchange and national networks such as TEFCA, the SCPA also allows for flexibility in how participants connect and contribute data to the SHIN-NY. Where the SHIN-NY might be able to rely on those national networks for data exchange in the future, it will be a more effective and valuable resource to the New York healthcare ecosystem.
- D. The ability to develop consistent SHIN-NY standards for interoperability with input from participants that allow the SHIN-NY to adapt to current technology and best practices.

3. What is an HIN?

A Health Information Network (HIN) is an organization that maintains health information and provides services as part of SHIN-NY. The New York eHealth Collaborative (NYeC) and the six existing Qualified Entities (QEs) - Bronx RHIO, Greater Rochester Regional Health Information

Organization, HealthConnections, Healthix, Hixny, and HealthLink - are each considered an HIN in the SCPA.

4. What is the difference between a Designated, Servicing, and Recipient HIN?

A Designated HIN is the HIN that is selected by a SHIN-NY participant to facilitate its participation in the SHIN-NY.

A Servicing HIN is the HIN that provides services to the SHIN-NY participant, such as providing access to data shared by other SHIN-NY participants.

A Recipient HIN is the HIN to which a SHIN-NY participant contributes data.

Typically, a Designated HIN will be a SHIN-NY participant's Servicing HIN and the Recipient HIN. However, there may be circumstances where a SHIN-NY participant's Servicing HIN may differ from the Recipient HIN, in which case the SHIN-NY participant will have two HINs (see questions below).

5. Participation agreements between HINs and SHIN-NY participants already exist. What is the purpose of having a new contract?

The SCPA will provide several important benefits to SHIN-NY participants, including giving participants meaningful choices about where and how they receive SHIN-NY services. The SCPA will also ensure consistency in how health information may be shared and used across the SHIN-NY. While existing participation agreements have commonalities, there are some differences among them on issues such as how data may be used, what data must be contributed, and privacy and security standards. The SCPA will result in greater consistency in both the rules that apply to the SHIN-NY and how services are provided to SHIN-NY participants.

6. What are the SHIN-NY SOPs?

The SCPA itself will not contain all SHIN-NY rules. Instead, it applies a high-level framework, which will be implemented through the SHIN-NY Standard Operating Procedures (SOPs). The SOPs will supplement the SCPA, providing details on various aspects of governance or standards. For example, SHIN-NY SOPs address various issues, such as:

- Privacy and security requirements.
- Data contribution requirements, such as what data SHIN-NY participants must contribute to an HIN and the frequency of data contributions.
- The process by which SHIN-NY participants may select an HIN.
- The services that HINs must make available to SHIN-NY participants.

- The SHIN-NY governance process, known as the statewide collaboration process.

Some SHIN-NY SOPs will be based on existing policy guidance (e.g., the Privacy and Security Policies and Procedures).

Additional SHIN-NY SOPs may be adopted, and existing SHIN-NY SOPs may be amended, pursuant to the statewide collaboration process.

Election and Execution

7. Can my organization continue to operate under our existing participation agreement with an HIN instead of signing the SCPA?

The expectation is that all organizations participating in the SHIN-NY will sign the new SCPA by July 1, 2025. On July 1, 2025, the SCPA will go into effect and existing participation agreements will terminate (regardless of whether a participant has executed an SCPA).

8. Is my organization required to sign the SCPA?

Some, but not all, health care organizations are required to sign the SCPA. Under 10 N.Y.C.R.R. § 300.6(a), certain organizations – called “Regulated Participants” in the SCPA – must connect to the SHIN-NY and therefore must sign the SCPA. These organizations are health care facilities as defined in section 18(c)(1) of the Public Health Law, which consist of:

- (1) Hospitals subject to Public Health Law Article 28;
- (2) Clinics (including diagnostic and treatment centers) subject to Public Health Law Article 28;
- (3) Home Care Services Agencies subject to Public Health Law Article 36;
- (4) Hospices subject to Public Health Law Article 40;
- (5) HMOs subject to Public Health Law Article 44; and
- (6) Shared Health Facilities subject to Public Health Law Article 47.

In order to ensure an orderly transition to the new SCPA on July 1, 2025, the deadlines for organizations to sign the SCPA are as follows:

- A. The deadline for Regulated Participants to sign the SCPA is March 31, 2025.
- B. The deadline for other organizations that voluntarily participate in the SHIN-NY (are not required by law to do so) to sign the SCPA is June 30, 2025.

9. Why are all seven HINs signing the SCPA if my organization will interact with only one of those HINs?

The SCPA is designed to empower SHIN-NY participants with the ability to choose the HIN through which they connect with the SHIN-NY, and to change that election should their current HIN not provide the level or type of services desired. By having all HINs sign the SCPA, it removes the need for a SHIN-NY participant to sign a new SCPA agreement when making a new HIN selection. In addition, by signing with all HINs, SHIN-NY participants obtain assurances that all HINs that touch their data - not just their Designated HIN - will follow a consistent set of privacy and security requirements.

10. What is the process for selecting an HIN?

Organizations interested in becoming or remaining SHIN-NY participants will select a Designated HIN in an "Election Schedule" through the SCPA execution process. The exact format by which the Election Schedule will be made available to organizations is still being determined; however, it is expected to include an online portal through which an organization can provide the necessary information and make or change a selection of a Designated HIN.

11. Will my organization need to switch to a new HIN?

No, SHIN-NY participants will not be required to switch QEs. If a Participant wants to remain with their current HIN, they may do so by selecting that HIN on the Election Schedule.

12. Am I required to select an HIN that has historically served my area?

No. SHIN-NY participants may select any one of the six QEs as their Designated HIN, even if the QE has historically served SHIN-NY participants located in another region. SHIN-NY participants may also be able to select "NYeC" as their Designated HIN in the future, though this option is not available at present (see below).

13. If I want to switch HINs at a later date, how can I do so?

NYeC will be proposing a SHIN-NY SOP that specifies the time and manner by which a SHIN-NY participant can make new HIN elections and otherwise modify their Election Schedule. It is NYeC's intent that there will be a regular process to make such changes. For instance, the SHIN-NY SOPs may set forth an annual period during which SHIN-NY participants may choose a new HIN, and allow revised elections during other periods for cause.

14. The SCPA says an HIN has the ability to reject its selection by a SHIN-NY participant. Why is this allowed?

HINs are responsible for assessing whether an organization seeking to become a SHIN-NY participant meets the SHIN-NY's and the HIN's connection requirements. For instance, not all organizations fall within the definition of a "SHIN-NY participant" under the SHIN-NY SOPs. If

an HIN determines that an organization does not qualify as a SHIN-NY participant, the HIN would have to reject the election. There also may be discretionary reasons for rejecting an organization; these permissible reasons will be detailed in the SHIN-NY SOPs.

15. My organization consists of multiple legal entities. Can we execute one SCPA, or are we required to execute a different version of the SCPA for each legal entity?

Your organization can elect to execute on behalf of multiple legal entities if you have the legal authority to act on behalf of all such entities. Your organization should identify those legal entities on whose behalf your organization is authorized to execute the SCPA when filling out the Election Schedule.

16. My organization is not required to sign the SCPA, but we would like to sign so we can participate in the SHIN-NY. If we sign, are we still subject to the SCPA requirements?

Yes. If such an organization signs the SCPA, that organization is known as a “Voluntary Participant” under the SCPA. Generally, the SCPA requirements apply equally to Voluntary Participants and Required Participants. However, the data contribution requirements may differ, since the SHIN-NY regulations do not currently mandate that Voluntary Participants contribute data to the SHIN-NY. The SHIN-NY SOPs will further specify the data contribution standards that will apply to Voluntary Participants.

17. I am a solo practitioner. May I sign the SCPA?

Yes, solo practitioners may sign the SCPA. Although this document uses the term “organization,” individual practitioners may also participate in the SHIN-NY.

Data Contribution

18. If my organization signs the SCPA, is my organization required to contribute data to an HIN?

Organizations that sign the SCPA will generally be required to contribute data to an HIN. However, certain organizations may not be required to contribute if they are in a category of SHIN-NY participant that is not subject to the data contribution obligation (e.g., voluntary participant). The SHIN-NY SOPs will specify which categories of SHIN-NY participants are exempted from the contribution requirement.

In addition, even if a SHIN-NY participant is in a class of SHIN-NY participant that is required to contribute data, such participant may obtain a waiver from the contribution mandate.

19. In what circumstances can a SHIN-NY participant obtain a waiver from the contribution mandate?

The SHIN-NY regulation (10 N.Y.C.R.R. § 300.6(c)) sets forth four circumstances under which an organization can be exempted from the contribution mandate by the New York State Department of Health: “(1) economic hardship; (2) technological limitations or practical limitations to the full use of certified electronic health record technology that are not reasonably within control of the health care provider; or (3) other exceptional circumstances demonstrated by the health care provider to the New York State Department of Health as the Commissioner may deem appropriate; or (4) the facility has the technical capacity for private and secure bi-directional access, executes a statewide common participation agreement, connects to the SHIN-NY and supplies patient information to the statewide data infrastructure in accordance with this Part and the SHIN-NY policy guidance.....”

20. Are there ways for an organization to contribute data to the SHIN-NY, other than through a QE?

Not yet, but the SHIN-NY regulation (10 N.Y.C.R.R. § 300.6(c)(4)) permits the New York State Department of Health to waive the requirement that SHIN-NY participants share data with a QE if they are otherwise able to share or make necessary data available the NYeC and its Statewide Data Infrastructure (SDI). The process by which a SHIN-NY participant can obtain such a waiver is under development.

21. For organizations subject to the obligation to contribute data, what data are they required to contribute?

The SHIN-NY SOPs are being developed to specify the data types that must be contributed. The expectation is that initially, participants will be required to share data types that have historically been shared with QEs in the past. The SHIN-NY SOPs will be amended over time to revise required data types and data transmission methods to reflect new statewide health information needs and modern data and technological standards.

Receipt of Services

22. What’s the difference between State-Funded Participant Services and Value-Added Services?

State-Funded Participant Services are the services that HINs are required to make available to SHIN-NY participants. These services are specified in the SHIN-NY regulations and will be further defined and described in the SHIN-NY SOPs, and could include patient record lookup and ADTs (alerts).

Value-Added Services are any other services that an HIN may provide to a SHIN-NY participant involving data held in the SHIN-NY, but which are not State-Funded Participant Services. An HIN may charge fees for Value-Added Services, but such services cannot duplicate any State-Funded Participant Services.

For instance, if the SHIN-NY SOPs require SHIN-NY participants to contribute select laboratory values, then an HIN's sharing of this data with other participants may be considered a State-Funded Service. However, if an HIN otherwise acquires laboratory values beyond the scope of what is required (e.g., through separate data sharing arrangements with its SHIN-NY participants beyond the SCPA), making this data available to other SHIN-NY participants would be a Value-Added Service.

23. Can an organization receive services from multiple HINs?

Currently, the SCPA Election Schedule only allows a SHIN-NY participant to select one HIN ("Servicing HIN") from which it will receive State-Funded Participant Services. However, the Election Schedule may be amended in the future to permit a SHIN-NY participant to receive services from more than one HIN.

SHIN-NY participants may receive Value-Added Services from any HIN, even if such HIN is not the "Designated HIN" selected on the Election Schedule.

24. Can I receive services from the SHIN-NY for free?

Yes. State-Funded Participant Services must be provided by HINs to SHIN-NY participants free of charge. New York State pays for these services on behalf of SHIN-NY participants; SHIN-NY participants should not incur any fees in relation to those services.

Privacy and Permitted Purposes

25. For what purposes can data in the SHIN-NY be used?

The SCPA specifies that SHIN-NY data may be used for the following permitted purposes:

- For data held by QEs, permitted purposes include treatment, public health, individual access, and certain administrative purposes such as operating the QE.
- For data held by NYeC in the SDI, permitted purposes include public health, Medicaid administrative activities, maintaining the Statewide Master Patient Index and the Statewide Patient Record Lookup, tracking patients consents, and certain other administrative purposes.

The SCPA specifies that additional permitted purposes may be specified in the SHIN-NY SOPs.

26. How does my organization know which other organizations may have access to data we contribute? Which organizations can be a SHIN-NY participant?

The SCPA itself does not define which types of individuals and entities may become SHIN-NY participants. However, the SHIN-NY SOPs currently define the term “Participant” to include providers, health plans, accountable care organizations, public health agencies, organ procurement organizations, health homes, community-based organizations, and disaster relief agencies, among other types of individuals and organizations.

27. Does the SCPA establish rules as to when an individual’s consent is needed for the disclosure of information about that individual?

The SCPA itself does not address when individual consent is needed. Instead, consent requirements are addressed in the SHIN-NY SOPs. Note, however, that the SCPA prohibits an HIN from requiring consent in a circumstance that the SHIN-NY SOPs do not require consent. This is intended to ensure that the consent requirements are uniform across all HINs.

28. Are organizations that are not HIPAA covered entities permitted to access and use SHIN-NY data?

Yes, in some circumstances. Although historically most SHIN-NY participants are HIPAA covered entities, there is no requirement that an organization be a HIPAA covered entity in order to become a SHIN-NY participant. All SHIN-NY participants are subject to baseline data privacy and security requirements, which are set forth in the SCPA and the SHIN-NY SOPs.

29. Are organizations located outside of New York State permitted to access and use SHIN-NY data?

Yes. Neither the SCPA nor the SHIN-NY SOPs require an organization to be located within New York State to participate in the SHIN-NY. Although most SHIN-NY participants are located in New York State, not all are, and they may continue to participate in the SHIN-NY if they sign the SCPA.

SHIN-NY’s Relationship to TEFCA

30. Can my organization participate in both TEFCA and sign the SCPA?

Yes. The SCPA is designed to align with TEFCA, and organizations are welcome to participate in both the SHIN-NY (via the SCPA) and TEFCA.

31. Why should my organization sign the SCPA if we are already participating in TEFCA?

The SHIN-NY offers services that TEFCA currently does not, and SHIN-NY participants may find these additional services valuable. For example, the SHIN-NY supports ADT notifications, which is not presently a feature of TEFCA. In addition, the SHIN-NY allows for data exchange for a broader arrange of purposes than TEFCA, such as for public health purposes. Therefore, SHIN-NY participants often can access SHIN-NY data under circumstances where they could not obtain data via TEFCA.

32. How does the SHIN-NY compare to TEFCA?

There are a number of important similarities between the SHIN-NY and TEFCA:

- Both are health information exchange networks that allow for the exchange of information to support treatment for patients.
- Both focus on serving organizations that are part of the health care system (providers and health plans) but allow social service organizations/community-based organizations to participate as well.
- Both have a uniform standard agreement (the incipient SCPA in the case of the SHIN-NY) that organizations sign in order to participate.
- Both have a governance process where organizations participating in the exchanges play a key role in making decisions about the networks.
- Both rely on SOPs to provide key details related to implementation and other issues, with the expectation that those SOPs will be modified over time as the networks continue to mature.

But there are also critical differences between the two networks:

- TEFCA currently is a query-based exchange only. The SHIN-NY is a query-based exchange, but it also has other features, such as the disclosure of ADTs. Since the SHIN-NY is not limited to query-based exchange, HINs can provide some services to SHIN-NY participants that TEFCA Qualified Health Information Networks (“QHINs”) cannot.
- SHIN-NY data currently can be used for a broader set of purposes than TEFCA. Currently, TEFCA has only two required purposes of exchange: treatment and individual access. The SCPA requires these two purposes of exchange, but also requires exchange for other purposes, such as public health. The SHIN-NY SOPs can also have a broader set of permitted purposes than the minimum required purposes described in the SCPA.
- The SHIN-NY is a New York based network, and TEFCA is a national network. Although the SHIN-NY has participants that are located outside of New York, it is designed to serve the needs of patients in New York and SHIN-NY participants who

provide services to those patients. For instance, the SHIN-NY is supporting New York Health Equity Reform, the state's 1115 Medicaid waiver.

- The SHIN-NY, as being reformed by recent regulatory amendments and implementation of the SCPA, is building on existing networks: all six existing QEs will continue to be HINs under the SCPA. Therefore, the SCPA builds on existing connections. Further, the SCPA incorporates many provisions of existing participation agreements. In contrast, TEFCA largely relies on new connections, with some TEFCA QHINs relatively new to providing health information exchange services.

33. If my organization participates in TEFCA, how will that influence our participation in the SHIN-NY?

The SCPA aims to minimize the burden on organizations that choose to participate in both the SHIN-NY and TEFCA. For instance, SHIN-NY data contribution requirements, as developed through the statewide collaboration process, may be more limited for some SHIN-NY participants that participate in TEFCA as opposed to those that do not.

As TEFCA develops, the SCPA will allow the SHIN-NY to take advantage of TEFCA in the future to offer additional capabilities which are complementary and address New York specific needs.

Other Issues

34. Will my organization be subject to additional obligations by signing the SCPA?

The SCPA was drafted to incorporate many of the existing provisions between QEs and their participants. Many requirements for SHIN-NY participation under the SCPA are similar to the requirements under existing contracts. However, there are some important differences, including those described in the comparison chart available as an appendix to this document, so organizations should carefully review the SCPA to understand their obligations.

35. How may my organization terminate the SCPA?

The SCPA permits all SHIN-NY participants, even those that are required to connect to the SHIN-NY, to terminate the SCPA with or without cause. However, if a SHIN-NY participant that is required to connect to the SHIN-NY terminates the SCPA, then such SHIN-NY participant could be subject to any penalties imposed by the New York State Department of Health for failure to maintain a connection to the SHIN-NY as required by the SHIN-NY regulation.

Appendix
New York eHealth Collaborative
Statewide Common Participation Agreement: Comparison to Existing Participant Obligations
September 2024

The Statewide Common Participation Agreement (“SCPA”) would replace existing participation agreements that SHIN-NY participants have with Qualified Entities (“QEs”) today. The obligations imposed on Participants under the SCPA are similar to the obligations imposed under existing participation agreements. However, there are some differences, particularly since the existing participation agreements are not uniform.

This document compares Participant obligations under the SCPA to obligations under existing participation agreements. In many cases, it summarizes obligations under the SCPA and existing participation agreements, but does not include verbatim text from those agreements. ***The “existing participation agreement requirements” are based on the form participation agreements used by QEs; individual participants may have negotiated participation agreements that vary from these terms. This document only references obligations in existing participation agreements and their attached terms and conditions; it does not address existing obligations in QE policies and procedures or business associate agreements between SHIN-NY participants and QEs. Participants are sometimes subject to additional obligations with respect to QEs that are not reflected within participation agreements and terms and conditions.***

This document describes many, but not all, of the Participant obligations under the SCPA. Organizations interested in understanding the entire scope of obligations should review the text of the SCPA.

Issue	SCPA Requirements	Existing Participation Agreement Requirements
<i>Registration and Data Contribution</i>		
Registration	Participant shall register with the Designated HIN by providing requested documents and information. (Section 3.6(a))	<ul style="list-style-type: none"> • <i>Bronx RHIO, HealtheConnections, HealtheLink, Hixny, and Rochester RHIO:</i> Participant must register with the QE by submitting certain information and/or by submitting a registration application. (Bronx RHIO Section 4; HealtheConnections Section 3.1; HealtheLink

Issue	SCPA Requirements	Existing Participation Agreement Requirements
		<p>Section 1.4; Hixny Sections 4.1, 4.2, 4.3, Rochester RHIO Section 1.4)</p> <ul style="list-style-type: none"> • <i>Healthix</i>: Does not explicitly require the Participant to register with the HIN.
Data contribution requirement	If a Data Provider, Participant shall contribute "Core SHIN-NY Data," in the frequency and scope as specified in the SHIN-NY SOPs. (Section 4.1(a))	<ul style="list-style-type: none"> • <i>Bronx RHIO, HealtheLink, HealtheConnections, Hixny, and Rochester RHIO</i>: Requires Participant, if a data provider, to participate in and maintain its connection with QE and provide Patient Data through the QE. (Bronx RHIO Section 7.2, HealtheLink Section 6.3; HealtheConnections Section 6.3; Hixny Section 7.2; Rochester RHIO Section 7.3) • <i>Healthix</i>: Participant, if a Data Source, shall provide Patient Data. (Healthix T&C Section 2.2)
Accuracy of data contribution	Participant shall use commercially reasonable efforts to ensure that the data it contributes reflects the data in Participant's information systems, and such 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. (Section 4.1(b))	<ul style="list-style-type: none"> • <i>HealtheConnections and Hixny</i>: Participant, if a Data Provider, shall use reasonable and appropriate efforts to assure that all data it provides to the QE is accurate, free from serious error, and reasonably complete, in accordance with the QE's policies and procedures. (HealtheConnections Section 6.4; Hixny Section 7.3) • <i>HealtheLink and Rochester RHIO</i>: Same general requirement, but does not require data to be "accurate," only that it be "free from serious error and reasonably complete." (HealtheLink Section 6.5, Rochester RHIO Section 7.5) • <i>Healthix</i>: Same general requirement but requires "best efforts" instead of "reasonable and appropriate efforts." (Healthix T&C Section III.2.1)

Issue	SCPA Requirements	Existing Participation Agreement Requirements
		<ul style="list-style-type: none"> • <i>Bronx RHIO</i>: The Data Provider will use reasonable efforts to provide Patient Data that accurately reflects the relevant data in the Data Provider’s electronic records at the time such Patient Data is made accessible to the QE. (<i>Bronx RHIO</i> Section 7.2)
Data labeling	To the extent applicable, 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. (Section 4.3)	<i>Bronx RHIO</i> , <i>HealtheConnections</i> , <i>HealtheLink</i> , <i>Healthix</i> , <i>Hixny</i> and <i>Rochester RHIO</i> , <i>Healthix</i> : Do not contain a similar requirement.
License	If a Data Provider, Participant grants to the HINs, their participants, other networks (and their participants), and their vendors/service providers, a perpetual, limited, fully-paid and royalty-free, worldwide, nonexclusive, non-transferrable right and license use and disclose any and all SHIN-NY Data Contributed by Participant for Permitted Purposes. (Section 6.1)	<ul style="list-style-type: none"> • <i>HealtheConnections</i>, <i>HealtheLink</i>, and <i>Rochester RHIO</i>: Data Provider grants to QE a license to use and disclose contributed Patient Data for certain purposes. (<i>HealtheConnections</i> T&C Section 6.5; <i>HealtheLink</i> T&C Section 6.6; <i>Rochester RHIO</i> T&C Section 7.6) • <i>Bronx RHIO</i>, <i>Healthix</i>, and <i>Hixny</i>: Do not contain a similar provision.
<i>Authorized Users</i>		
Authorized Users: generally	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. (Section 5.2(a))	<ul style="list-style-type: none"> • <i>HealtheConnections</i>, <i>HealtheLink</i>, <i>Rochester RHIO</i>. Authorized Users must satisfy the requirements of the SHIN-NY Policy Guidance and/or the QE’s Policies and Procedures. (<i>HealtheConnections</i> T&C Section 4.2, <i>HealtheLink</i> T&C Section 4.2; <i>Rochester RHIO</i> T&C Section 5.2) • <i>Hixny</i>: Data Recipients must have their authorized users sign an authorized user

Issue	SCPA Requirements	Existing Participation Agreement Requirements
		<p>agreement that requires adherence to applicable requirements (Hixny Section 5.3)</p> <ul style="list-style-type: none"> • <i>Bronx RHIO</i>: Participant shall be responsible for any failure of its authorized users to comply with SHIN-NY Policy Standards or QE Policies and Procedures (Bronx RHIO Section 9.2) • <i>Healthix</i>: Does not contain a similar requirement.
User List	Participant shall provide to its Servicing HIN its list of authorized users (User List) and keep current its User List. (Section 5.2(b))	<i>Bronx RHIO, HealtheConnections, HealtheLink, Healthix, Hixny, and Rochester RHIO</i> : Same general requirement. (Bronx RHIO Section 5.1, HealtheConnections T&C Section 4.1; HealtheLink T&C Section 4.1; Healthix T&C Section III.1.1(b); Hixny Section 5.1; Rochester RHIO T&C Section 5.1).
Certification	Participant shall certify to its Servicing HIN that each individual on its User List is an Authorized User who satisfies all applicable requirements of the SHIN-NY SOPs and that all Authorizer Users are on the User List. (Section 5.2(c))	<ul style="list-style-type: none"> • <i>HealtheConnections and Hixny</i>: Participant shall certify to QE that each authorized user satisfies applicable requirements (HealtheConnections T&C Section 4.2; Hixny Section 5.3). • <i>Healthix, Bronx RHIO, HealtheLink, and Rochester RHIO</i>: Do not contain a similar requirement.
Access restriction	Participant shall restrict access to Servicing HIN's SHIN-NY Platform and the State-Funded Services to Authorized Users. (Section 5.2(e)(ii))	<ul style="list-style-type: none"> • <i>Bronx RHIO, HealtheConnections, HealtheLink, Hixny, Rochester RHIO</i>: Participant shall restrict access to the QE only to its authorized users. (Bronx RHIO Section 5.3, HealtheConnections T&C Section 4.4, HealtheLink T&C Section 4.3, Hixny Section 5.5, Rochester RHIO T&C Section 5.3). • <i>Healthix</i>: Does not contain a similar requirement.
Actions with respect to Authorized Users	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,	<ul style="list-style-type: none"> • <i>HealtheConnections, HealtheLink, Hixny, Rochester RHIO</i>: Participant shall discipline and/or sanction its authorized users who violate applicable requirements. (HealtheConnections

Issue	SCPA Requirements	Existing Participation Agreement Requirements
	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. (Section 5.2(e)(iii))	<p>T&C Section 4.7; HealtheLink T&C Section 4.6, Hixny Section 5.7; Rochester RHIO T&C Section 5.6).</p> <ul style="list-style-type: none"> • <i>Healthix, Bronx RHIO</i>: Do not contain a similar requirement.
Authorized User training	At its own expense, Participant shall train its Authorized Users on applicable data privacy and security laws, regulations, and standards. (Section 5.3)	<ul style="list-style-type: none"> • <i>Healthix, Hixny</i>: At its own expense, Participant shall train its authorized users in accordance with applicable requirements. (Healthix T&C Section III.4; Hixny Section 10.6) • <i>Bronx RHIO, HealtheConnections; HealtheLink; Rochester RHIO</i>: Same general requirement, but does not specify that training will occur at Participant's own expense. (HealtheConnections T&C Section 7.6; Rochester RHIO T&C Section 8.4; HealtheLink T&C Section 7.4; Bronx RHIO Sections 9.7 and 10.2)
<i>Technology, Security, and Compliance</i>		
Participant tech	Participant shall procure and maintain, at Participant's sole cost and expense, 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 (such software and hardware being the "Participant Tech"). Participant shall ensure that the Participant Tech conforms at all times to the then-current specifications set forth in the SHIN-NY SOPs. (Section 7.4)	<ul style="list-style-type: none"> • <i>Bronx RHIO, HealtheConnections, HealtheLink, Hixny and Rochester RHIO</i>: Participant shall procure all equipment and software necessary for it to access the QE, use the services, and provide all required information to the QE; such required software and hardware shall conform to QE specifications. (Bronx RHIO Section 9.4; HealtheConnections T&C Section 7.3; HealtheLink T&C Section 7.1; Hixny Section 10.3, Rocheter RHIO T&C Section 8.1) • <i>Healthix</i>: Participant shall maintain technical interfaces, software, and equipment necessary to operate the System that is in Participant's

Issue	SCPA Requirements	Existing Participation Agreement Requirements
		possession; such interfaces, software, and equipment shall conform to QE specifications. (Healthix T&C Section III.1.1(c))
Malware and viruses	Participant shall 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. Participant shall 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. (Section 7.6(a))	<ul style="list-style-type: none"> • <i>Bronx RHIO, HealtheConnections, Healthix, and Hixny</i>: Same general requirements, except requires "reasonable efforts" instead of "commercially reasonable efforts." (Bronx RHIO Section 9.6; HealtheConnections T&C Section 7.5; Healthix T&C Section III.6; Hixny Section 10.5) • <i>HealthLink and Rochester RHIO</i>: Same general requirements, except requires Participant to follow "current health care industry standards" instead of undertaking "commercially reasonable efforts." (HealthLink T&C Section 7.3; Rochester RHIO T&C Section 8.3)
Business continuity and disaster recovery plan	Participant shall maintain a business continuity and disaster recovery plan as specified in and pursuant to the SHIN-NY SOPs. (Section 7.7(c))	<i>Bronx RHIO, HealtheConnections, HealthLink, Healthix, Hixny, and Rochester RHIO</i> : Do not contain a similar requirement.
Audit cooperation	Participant shall comply with Servicing HIN's reasonable requests and otherwise cooperate with respect to any audits relating to Participant's access to and use of Servicing HIN's SHIN-NY Platform, receipt of the State-Funded Participant Services	<i>HealtheConnections, HealthLink, and Rochester RHIO</i> : Participant shall review audits conducted by QE and take appropriate follow-up actions. (HealtheConnections T&C Section 7.7; HealthLink T&C Section 7.5; Rochester RHIO T&C Section 8.5)

Issue	SCPA Requirements	Existing Participation Agreement Requirements
	and the Value-Added Services, and participation in the SHIN-NY. (Section 7.9)	<p><i>Bronx RHIO:</i> Participant shall provide information to the extent necessary for QE to meet its reporting, audit, and investigation obligations under the SHIN-NY Policy Standards. (Bronx RHIO Section 10.4.3)</p> <p><i>Healthix:</i> Participant is subject to audit by QE to confirm compliance and prior use of the System in accordance with the Participation Agreement, NY Statewide Guidance and QE Policies and Procedures. (Healthix T&C III.3)</p> <p><i>Hixny:</i> Participant shall perform its own audits and take any follow-up actions required by QE Policies and Procedures. (Hixny Section 10.7)</p>
Compliance	Participant shall comply with the SHIN-NY SOPs and applicable law. (Sections 8.1, 8.2, and 9.1)	<ul style="list-style-type: none"> • <i>Bronx RHIO, HealtheConnections, HealtheLink, Healthix, Hixny, and Rochester RHIO:</i> Same general requirement. (Bronx RHIO Sections 9.1 and 9.2; HealtheConnections T&C Sections 3.2 and 7.1; HealtheLink T&C Sections 3.3 and 7.9; Healthix Sections III.2 and III.6; Hixny Section 3.1 and 10.1; Rochester RHIO T&C Sections 4.1 and 8.9)
Compliance notification	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	<ul style="list-style-type: none"> • <i>Bronx RHIO and Hixny:</i> Participant shall promptly report upon its knowledge any material breach of any standards governing the confidentiality, security or use of patient data. (Bronx RHIO Section 8.1; Hixny Sections 9.1 and 9.5) • <i>HealtheConnections, HealtheLink, and Rochester RHIO, HealtheLink:</i> Requires Participant to notify

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	<p>obligations under this SCPA or applicable law. (Section 8.3)</p> <p>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 (Section 9.5)</p>	<p>as soon as a breach of confidentiality or security is discovered or known. (HealtheConnections T&C Section 10.2; HealtheLink T&C Section 10.2; Rochester RHIO T&C Section 11.2)</p> <ul style="list-style-type: none"> • <i>Healthix</i>: Does not contain a similar requirement.
Security requirements	<p>Participant shall establish, implement, maintain, monitor, and periodically update their administrative, technical, and physical safeguards governing hardware, software, data, systems (including, as applicable, the SHIN-NY Platforms), and users of the foregoing (“Safeguards”) in accordance with the security requirements set forth in the SHIN-NY SOPs. These include authorized user requirements, malware protections, training of personnel, and any other security requirements in the SHIN-NY SOPs. (Section 9.4)</p>	<ul style="list-style-type: none"> • <i>Bronx RHIO, HealtheConnections, HealtheLink and Rochester RHIO</i>: Participant shall abide by the security standards (or implement the security measures) required under applicable law, the QE’s policies and procedures, and the SHIN-NY Policy guidance. (Bronx RHIO Section 9.3.1, HealtheConnections T&C Sections 7.2 and 10.1; HealtheLink T&C Section 10.1; Hixny Section 10.2; Rochester RHIO T&C Section 11.1) • <i>Healthix</i>: Participant will at all times comply with all reasonable security standards, practices and procedures established by QE in connection with Participant’s use of the system. (Healthix T&C Section III.6)
<i>Indemnification and Insurance; Responsibility</i>		
Participant Indemnification of QEs	<p>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</p>	<ul style="list-style-type: none"> • <i>Bronx RHIO</i>: Participant indemnifies and is liable to only the QE with whom Participant has a data connection. Scope of indemnification limited to (1) breach by the Participant of its BAA or failure of the Participant to comply with law, the SHIN-

Issue	SCPA Requirements	Existing Participation Agreement Requirements
	<p>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:</p> <ol style="list-style-type: none"> 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. <p>(Indemnification, Liability and Insurance SOP)</p>	<p>NY Policy Standards, or Bronx RHIO's Policies and Procedures in connection with its performance under the participation agreement; (2) violation of HIPAA or HITECH by the Participant; (3) gross negligence of any Participant Indemnified Party in connection with the Agreement or Bronx RHIO's Services; (4) any taxes in connection with the participation agreement or Bronx RHIO's Services that are assessed against Bronx RHIO and that are not the obligation of the Bronx RHIO; or (5) theft or misappropriation of Patient Data by any Participant Indemnified Party. (Bronx RHIO 14.2)</p> <ul style="list-style-type: none"> • <i>Healthix</i>: Participant indemnifies only the QE with whom Participant has a data connection. No express responsibility for direct damages of QE. Scope of indemnification limited to any negligent, reckless, deliberate, illegal or fraudulent act or omission by Participant, except to the extent the loss is caused by the breach of the participant agreement by QE or the negligent, reckless, deliberate, illegal or fraudulent act or omission by the QE or any other individuals who access Patient Data through the QE or by use of any password received or obtained, directly or indirectly, lawfully or unlawfully from the QE (<i>Healthix</i> VII.3.1) • <i>Hixny</i>: Participant indemnifies only the QE with whom Participant has a data connection. No express responsibility for direct damages of QE. Scope of indemnification limited to the negligent

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		<p>performance of the Participant, its directors, officers, employees or agents under the applicable participation agreement. (Hixny Section 14.9)</p> <ul style="list-style-type: none"> • <i>HealthLink, Rochester RHIO</i>: Participant indemnifies only the QE with whom Participant has a data connection. No express responsibility for direct damages of QE. Scope of indemnification limited to (1) IP infringement; and (2) any Breach (as defined in the SHIN-NY Policy Guidance and the Policies and Procedures) arising out of the act or omission of Participant or any of Participant’s officers, directors, members, employees or other agents, including but not limited to Authorized Users. (HealthLink Sections 15.1 and 15.2; Rochester RHIO T&C Sections 16.1 and 16.2) • <i>HealthConnections</i>: Participant indemnifies only the QE with whom Participant has a data connection. No express responsibility for direct damages of QE. Scope of indemnification limited to (1) IP infringement; (2) any Breach (as defined in the SHIN-NY Policy Guidance and the Policies and Procedures) arising out of the act or omission of Participant or any of Participant’s officers, directors, members, employees or other agents, including but not limited to Authorized Users; and (3) provision of any Patient Data that is not accurate, not free from serious error, materially incomplete, or defamatory. (HealthConnections Sections 15.1 and 15.2)

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Insurance	<p>Participant, at its sole cost and expense, shall maintain the following liability insurance:</p> <ol style="list-style-type: none"> 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. <p>(Indemnification, Liability and Insurance SOP)</p>	<ul style="list-style-type: none"> • <i>Healthix</i>: Commercial General Liability in the minimum amount of \$1 mm per occurrence and \$2 mm annual aggregate, and a \$1 mm umbrella policy, which provides a total limit of \$2 mm per occurrence and \$3 mm annual aggregate; Cyber Liability in the minimum amount of \$3 mm per occurrence and \$3 mm annual aggregate. (Healthix VII.2) • <i>HealthConnections, Rochester RHIO, HealthLink</i>: Same general provision (HealthConnections Section 14; Rochester RHIO 17; HealthLink Section 16) • <i>Hixny; Bronx RHIO</i>: Minimum amounts to be approved by the QE's Board, in accordance with QE's policies and procedures. (Hixny Section 16.1; Bronx RHIO Section 14.1)