**New York eHealth Collaborative**

**Frequently Asked Questions:**

**Signing the SHIN-NY Statewide Common Participation Agreement**

**March 2025**

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 comprise the Statewide Health Information Network for New York (SHIN-NY) and the individuals and organizations that participate in the SHIN-NY (SHIN-NY participants).

All SHIN-NY participants are required to execute the SCPA pursuant to the regulations governing the SHIN-NY (10 NYCRR Part 300), which the New York State Department of Health (DOH) amended in July 2024.

1. ***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:

1. 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.
2. 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.
3. With the evolution and advancement of new technology in health information exchange and national networks, 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 to resource to the New York healthcare ecosystem.
4. 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.
5. ***Is my organization required to sign the SCPA?***

All SHIN-NY participants are required to execute the SCPA pursuant to the regulations governing the SHIN-NY (10 NYCRR Part 300), which the New York State Department of Health (DOH) amended in July 2024.

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.

Organizations that are not required to connect to the SHIN-NY – called “Voluntary Participants in the SCPA – must still sign the SCPA if they wish to participate in the SHIN-NY.

1. ***Can my organization continue to operate under our existing participation agreement with a QE instead of signing the SCPA?***

Generally, no, although the timeframe for the termination of existing participation agreements will vary for Regulated Participants and Voluntary Participants, as described in FAQ 5.

Prior to their amendment in July 2024, the SHIN-NY Regulations required that QEs maintain participation agreements with their participants. The amended SHIN-NY Regulations now require SHIN-NY participants to sign the SCPA in order for them to participate in the SHIN-NY. The SCPA is intended to be the sole agreement that governs the provision of Required Participant Services to SHIN-NY Participants. The SHIN-NY cannot function efficiently and effectively if the parties have two separate agreements governing the same subject, since that will lead to confusion as to what rules govern the exchange of data, the very problem that the SCPA is seeking to solve. Moreover, it is commonplace when parties sign an agreement that the agreement replaces prior agreements of the same subject matter.

Importantly, the SCPA does not prevent the parties from retaining (or entering into) agreements that address a different subject matter, such as agreements that exclusively govern the provision of Value-Added Services (so long as applicable requirements under the SCPA are met).

1. ***What is the deadline for signing the SCPA? When will my organization’s existing participation agreement with its QE terminate?***

All Regulated Participants must sign the new SCPA on or before September 30, 2025. On October 1, 2025, the SCPA will go into effect for Regulated Participants, and their existing participation agreements will terminate.

Voluntary Participants will have an extended timeline in which to transition to the SCPA. During this transition, Voluntary Participants may continue to participate in the SHIN-NY under the terms of their existing participation agreements with QEs. In this case, data contributions to the Statewide Data Infrastructure (SDI) and the use of such data for approved purposes will continue under the Data Use and Contribution Agreement between each QE and NYeC.

Alternatively, some QEs may make a “bridge agreement” available only to Voluntary Participants to enable them to participate in and contribute data to the SHIN-NY on the same terms and conditions as the SCPA, while giving them additional time to execute the SCPA.

**For HeC/HeL Voluntaries**

1. ***I received notice that my QE is amending our existing participation agreement to include key provisions of the SCPA and to automatically designate my QE as my Designated HIN. Is there anything I need to do to continue to participate in the SHIN-NY?***

To help Voluntary Participants transition to the SCPA, some QEs will make a “bridge agreement” available to Voluntary Participants to enable them to participate in and contribute data to the SHIN-NY on the same terms and conditions as the SCPA, while giving them additional time to execute the SCPA. This bridge agreement will be available to Voluntary Participants only; Regulated Participants must execute the SCPA on or before September 30, 2025.

Where made available by a QE, a bridge agreement will take effect automatically for Voluntary Participants as an amendment to the QE’s existing participation agreement at the expiration of the QE’s notice period. If the Voluntary Participant does not object to the amendment and wishes to continue participating in the SHIN-NY with that QE, the Voluntary Participant need not take any action and that QE will automatically become their Designated HIN.

However, if the Voluntary Participant wishes to select a different QE as its Designated HIN, the Voluntary Participant must then sign the SCPA and complete the SCPA Election Schedule to make that designation, at which time its existing participation agreement with its existing QE will terminate. If the Voluntary Participant wants its existing QE to be its Designated HIN, but wishes to select one or more additional QEs from which it will receive Value-Added and/or Additional Services, the Voluntary Participant must sign the SCPA and complete the Election Schedule to make those designations, but it may continue participating in the SHIN-NY with its existing QE as its Designated HIN until the end of the transition period, at which point it must select a QE as its Designated HIN on the SCPA’s Election Schedule.