STATEWIDE COMMON PARTICIPATION AGREEMENT

This Statewide Common Participation Agreement (this "**SCPA**" or "**Agreement**") is made and entered into by and among each entity identified as a "Health Information Network" or "HIN" (each, an "**HIN**," and collectively, the "**HINs**," as defined below) 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**") and the individual or entity identified on the Election Schedule as "**Participant**," such individual or entity being a "SHIN-NY participant" (as defined below). Each HIN and Participant may be referred to each individually as a "**Party**" and collectively as the "**Parties**." Without limiting any obligation to execute this SCPA by a certain date, the Effective Date of this SCPA shall be the later of October 1, 2025 or the date on which Participant initially executes the Election Schedule (the "**Effective Date**").

RECITALS

1. The New York State Department of Health (the "**Department**"), New York eHealth Collaborative, Inc. ("**NYeC**"), and the "Qualified Entities" (as defined at 10 N.Y.C.R.R. § 300.1) ("**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 the Department, under their public-private partnership, responsible for managing and overseeing the implementation of the SHIN-NY pursuant to the contract(s) between the Department and NYeC which may be amended, modified, replaced, and restated from time to time (the "**NYeC-Department 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 the Department, 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 the Department have been working collaboratively to develop, as part of the SHIN-NY, a Statewide Data Infrastructure ("**SDI**").

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 ("**SCP**"), including, but not limited to, those SHIN-NY SOPs described on Exhibit B.

6. The Department 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. The amended SHIN-NY Regulations envision that QEs may continue to provide valuable services to SHIN-NY participants under the statewide common participation agreement, while also permitting a limited class of SHIN-NY participants to contribute data (directly or through an Other Approved Network) to and/or receive services from NYeC.

8. Participant desires to participate in the SHIN-NY in accordance with the terms and conditions of this SCPA so 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:

DEFINITIONS.

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

      1.1 "**Action**" means any claim, demand, action, lawsuit, proceeding, or investigation, whether civil, criminal, administrative, arbitral, investigative, or otherwise, and whether based in law or equity, regardless of theory underlying the claim, action, lawsuit, proceeding, or investigation, or of the foreseeability or cause thereof.

      1.2 "**Additional HIN**" means any HIN that Participant has selected on the Election Schedule as an "Additional HIN" and which may provide Required Participant Services to Participant in accordance with Section 7.1(b).

      1.3 "**Additional SHIN-NY Data**" means SHIN-NY Data that is not Core SHIN-NY Data.

      1.4 "**ADT**" means an admission, discharge, and transfer notification.

      1.5 "**Agreement**" has the meaning set forth in the preamble to this SCPA.

      1.6 "**Authorized User**" means an individual designated to access and use a SHIN-NY Platform and the Required Participant Services and who satisfies the requirements of Section 5.2(a).

      1.7 "**BAA**" or "**Business Associate Agreement**" means a business associate agreement that meets the applicable requirements of HIPAA.

      1.8 "**Confidential Information**" has the meaning set forth in Section 13.1.

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1.9 "**Contribute**" means to contribute, share, disclose, transfer, or otherwise make available and "Contribution" means information so contributed, shared, disclosed, transferred, or otherwise made available.

1.10 "**Core QE Data**" means data that a SHIN-NY 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 and ADTs, and Core SDI Data may include ADTs.

1.11 "**Core SDI Data**" means data that must be Contributed to the SDI, either 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. Data may be both Core QE Data and Core SDI Data. For example, Core QE Data may include the Common Clinical Data Set and ADTs, and Core SDI Data may include ADTs.

1.12 "**Core SHIN-NY Data**" means Core QE Data and/or Core SDI Data, as applicable.

1.13 "**Data Lake**" means a secure data repository that is part of the SDI.

1.14 "**Data Breach**" means "breach" as defined at 45 C.F.R. § 164.402.

1.15 "**Data Provider**" means Participant only if Participant 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. Participant can be both a Data Provider and a Data Recipient.

1.16 "**Data Recipient**" means Participant only if Participant accesses and uses data held in a SHIN-NY Platform pursuant to their selection on the Election Schedule. Participant can be both a Data Provider and a Data Recipient.

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

1.18 "**Department**" has the meaning set forth in the recitals to this SCPA.

1.19 "**Designated HIN**" means the HIN Participant has selected on the Election Schedule as its "Designated HIN" and which is responsible for providing or arranging for the provision of Required Participant Services to Participant in accordance with Section 7.1(a).

1.20 "**Disclosing Party**" has the meaning set forth in Section 13.2.

1.21 "**Dispute**" has the meaning set forth in Section 14.1.

1.22 "**DUCA**" means the Data Use and Contribution Agreement between a QE and NYeC regarding such QE's contribution of data to the "Data Lake" and QE's and NYeC's use and disclosure of such data.

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1.23   "**Effective Date**" has the meaning set forth in the preamble to this SCPA.

1.24   "**Election Schedule**" has the meaning set forth in the preamble to this SCPA.

1.25   "**Eligible NYeC Participant**" means a SHIN-NY participant that is either (i) the Department and its applicable vendors and contractors (including, but not limited to, the "Health Equity Regional Organization" and Medicaid managed care organizations), (ii) an SDI Waiver Participant, or (iii) another SHIN-NY participant that is approved by the Statewide Data Use committee ("**SDUC**") as an Eligible NYeC Participant (e.g., a county or local public health agency).

1.26   "**Encounter Data Hub**" means data infrastructure maintained by NYeC as part of the SDI that collects ADTs, stores ADTs, and forwards ADTs to QEs.

1.27   "**Force Majeure Event**" has the meaning set forth in Section 16.6.

1.28   "**Funding Agreement**" means the agreement between a QE and NYeC regarding receipt by QE of funding for the provision of the Required Participant Services (e.g., the SHIN-NY Funding Agreement or any agreement that amends, modifies, or replaces such agreement).

1.29   "**Government Authority**" has the meaning set forth in Section 13.4.

1.30   "**Government Participant**" means a SHIN-NY participant registered in accordance with this SCPA that is a government agency or instrumentality, including an agency or instrumentality of the federal government or NYS (including, but not limited to, local public health departments and hospitals that meet such definition).

1.31   "**Health Information Network**" or "**HIN**" means a health information network that is part of the SHIN-NY and party to this SCPA. An HIN shall be either a QE or NYeC.

1.32   "**HIN Recouping Parties**" has the meaning set forth in Section 15.2.

1.33   "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations issued under 45 C.F.R. Parts 160, 162, and 164.

1.34   "**Infringement Claim**" has the meaning set forth in Section 15.1(a)(4).

1.35   "**Losses**" means any losses, fines, penalties, damages, or other liabilities (including reasonable costs and expenses, and excluding attorneys' fees) in each case, incurred or payable by a SHIN-NY Recouping Party in connection with an Action.

1.36   "**NYeC**" has the meaning set forth in the preamble to this SCPA.

1.37   "**NYeC Board**" means the Board of Directors of NYeC.

1.38   "**NYeC-Department Contract**" has the meaning set forth in the recitals to this SCPA.

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1.39 "**Other Approved Network**" means an Other Network that has been approved in accordance with Section 8.1(a).

1.40 "**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 (as defined below) that is neither a QE nor NYeC.-

1.41 "**Part 2**" means the federal substance use disorder confidentiality regulations set forth at 42 C.F.R. Part 2.

1.42 "**Participant**" has the meaning set forth in the preamble to this SCPA.

1.43 "**Participant Indemnified Parties**" has the meaning set forth in Section 15.1.

1.44 "**Participant Technology**" means all software and hardware that is necessary for Participant to Contribute the Core SHIN-NY Data and/or to access and use a SHIN-NY Platform for the receipt of Required Participant Services, as applicable.

1.45 "**Party**" or "**Parties**" has the meaning set forth in the preamble to this SCPA.

1.46 "**Permitted Purposes**" means, collectively, the QE Permitted Purposes and the SDI Permitted Purposes.

1.47 "**PHI**" or "**Protected Health Information**" has the meaning set forth at 45 C.F.R. § 160.103.

1.48 "**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 to the extent related to the access, use and exchange of SHIN-NY Data other than a Statewide Common Participation Agreement or Value-Added Services agreement that complies with Section 7.2(d).

1.49 "**Prohibited Purposes**" means the purposes for which SHIN-NY Data may not be used or disclosed.

1.50 "**QE**" or "**QEs**" has the meaning set forth in the preamble to this SCPA.

1.51 "**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.

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

1.53 "**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 and/or restates, modifies, or replaces such agreement).

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1.54 "**QHIN**" means a qualified health information network under TEFCA.

1.55 "**QSOA**" or "**Qualified Service Organization Agreement**" means a qualified service organization agreement that meets the requirements of 42 C.F.R. § 2.11.

1.56 "**Receiving Party**" has the meaning set forth in Section 13.2.

1.57 "**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.

1.58 "**Required Participant Services**" means the minimum services required to be provided by an HIN to SHIN-NY participants pursuant to the SHIN-NY Regulations and the SHIN-NY SOPs. "Required Participant Services" shall be further defined in the SHIN-NY SOPs.

1.59 "**Safeguards**" means administrative, technical, and physical safeguards implemented to govern and protect the security of hardware, software, systems (including, as applicable, the SHIN-NY Platforms), and users of the foregoing, and the privacy and security of the data contained therein.

1.60 "**SDI**" means the data infrastructure maintained by NYeC that includes (i) a secure statewide repository (sometimes referred to as a "Data Lake") that includes Core SDI Data; and (ii) data infrastructure used by NYeC to deliver services required under the NYeC-Department Contract, such as 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, and facilitating statewide reporting.

1.61 "**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.

1.62 "**SDI Waiver Participant**" means a Regulated Participant that has received a waiver from the Department under 10 N.Y.C.R.R. § 300.6(c)(4) and has agreed to provide Core SDI Data directly to the SDI.

1.63 "**Security Incident**" means "Security Incident" as defined at 45 C.F.R. § 164.304.

1.64 "**Selected HIN**" means Designated HIN and, if applicable, any Additional HINs and any VAS HINs.

1.65 "**Sensitive Data**" means any data that, pursuant to and in accordance with the SHIN-NY SOPs, must be identified, 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.

1.66 "**SHIN-NY**" has the meaning set forth in the recitals to this SCPA.

1.67 "**SHIN-NY Agreements**" means this SCPA, any other Statewide Common Participation Agreement, any QEPA, any DUCA, or any Funding Agreement.

1.68 "**SHIN-NY Data**" means any and all data Contributed by SHIN-NY participants to the SHIN-NY Platforms (directly or through Other Approved Networks 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.

1.69 "**SHIN-NY Liable Parties**" means the parties against whom indemnification for or recovery of Losses is sought pursuant to any of the SHIN-NY Agreements.

1.70 "**SHIN-NY Recouping Parties**" means any and all HINs and/or any and all SHIN-NY participants (including Participant) or any of such HIN's or such SHIN-NY participant's respective directors, officers, employees, contractors, representatives, and agents entitled to indemnification or recovery of Losses pursuant to any of the SHIN-NY Agreements.

1.71 "**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.

1.72 "**SHIN-NY Platform**" means any QE Platform and the SDI.

1.73 "**SHIN-NY Regulations**" has the meaning set forth in the recitals to this SCPA.

1.74 "**SHIN-NY SOPs**" has the meaning set forth in the recitals to this SCPA.

1.75 "**State Designated Entity**" or "**SDE**" has the meaning set forth in the recitals to this SCPA.

1.76 "**Statewide Common Participation Agreement**" or "**SCPA**" means a "statewide common participation agreement" established pursuant to the SHIN-NY Regulations.

1.77 "**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.

1.78 "**Statewide Data Use Committee**" or "**SDUC**" has the meaning set forth in Section 7.10.

1.79 "**Statewide Services**" means Value-Added Services provided by NYeC in accordance with this Agreement, either directly or through contract, to Eligible NYeC Participants in support of SDI Permitted Purposes using SHIN-NY Data (e.g., services provided for public health activities on behalf of public health authorities, as permitted under 45 C.F.R. § 164.512(b); services provided for "Medicaid purposes" as defined in 10 N.Y.C.R.R. § 300.1(p)).

1.80 "**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.

1.81 "**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.

1.82 "**Value-Added Services**" means any services provided by an HIN to SHIN-NY participants that are neither Required Participant Services nor duplicative of Required 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 SHIN-NY participants that do not involve data held on a SHIN-NY Platform (e.g., an HIN's analysis of data held on a SHIN-NY participant's own systems) shall not be considered Value-Added Services and shall not be subject to the terms of this SCPA.

1.83 "**VAS HIN**" means any HIN that Participant has selected on its Election Schedule as a "Value-Added Services HIN" and which may provide Value-Added Services to Participant in accordance with Section 7.2.

1.84 "**Vendor Terms and Conditions**" has the meaning set forth in Section 6.2(b).

1.85 "**Voluntary Participant**" means any SHIN-NY participant that is not a Regulated Participant.

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 SHIN-NY participants related thereto, including, but not limited to, a Designated HIN's exchange of SHIN-NY Data with, and provision of services to, Participant under this SCPA.

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 a SHIN-NY Platform 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 in its respective QE Platform SHIN-NY Data Contributed directly or indirectly by SHIN-NY participants to such QE;

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

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

(iv)   Provide access to and use of its respective QE Platform and the Required Participant Services to those SHIN-NY participants who select such QE as their Designated HIN or Additional HIN in accordance with the terms of this SCPA;

(v)   Operate and maintain its respective QE Platform in accordance with the SHIN-NY SOPs and the SHIN-NY Agreements, and perform such services and responsibilities and provide such functionality with respect to the operation and maintenance of such QE Platform, in each case as are required by, and in accordance with, the SHIN-NY SOPs; and

(vi)   Provide Core SDI Data to the SDI.

(c)   <u>NYeC Role</u>. NYeC shall:

(i)   Receive and maintain in the SDI Core SDI Data Contributed directly or indirectly by SHIN-NY participants to NYeC;

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

(iii)   Enable the exchange of SHIN-NY Data (including, at a minimum, Core SDI Data) between and among NYeC, QEs, and SHIN-NY participants (including Participant) in accordance with the Permitted Purposes;

(iv)   Provide access to and use of the SDI and the Required Participant Services to those SHIN-NY participants who are Eligible NYeC Participants and who select NYeC as their Designated HIN or Additional HIN in accordance with the terms of this SCPA;

(v)   Operate and maintain the SDI in accordance with the SHIN-NY SOPs and the NYeC-Department Contract, and perform such services and responsibilities and provide such functionality with respect to the operation and maintenance of the SDI, in each case as are required by and in accordance with the SHIN-NY SOPs; and

(vi)   Monitor and oversee the SHIN-NY in its role as the SDE in accordance with and subject to the terms of this SCPA.

(d)   <u>Department Role</u>. The Department 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. The Department is also a SHIN-NY participant.

PARTICIPANT ELECTIONS AND REGISTRATION.

3.1   Election Schedule. By submitting and executing an Election Schedule substantially similar to the form attached hereto as <u>Exhibit A</u> in accordance with the process set forth in the SHIN-NY SOPs, Participant agrees to be bound by this SCPA in accordance with its

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selections as described below. Such Election Schedule, as modified from time to time in accordance with Section 3.2, is incorporated into this SCPA and shall serve as Participant's signature page to 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 the SHIN-NY Regulations.

(a) Choice of HINs. Subject to Section 3.3, Participant shall select on its Election Schedule one and only one Designated HIN. At Participant's option, and to the extent made available on the Election Schedule, Participant may also select:

(i) one or more Additional HINs in the event Participant wants to Contribute Core SHIN-NY Data to and/or receive Required Participant Services from an HIN other than Designated HIN, provided that Participant's selection shall not obligate such HIN to receive Contributed Core SHIN-NY Data from or to provide Required Participant Services to Participant, it being understood that such HIN shall only have such obligation(s) to the extent Participant and such HIN agree on any required fees under such arrangement in accordance with Section 4.1(c); and/or

(ii) one or more VAS HINs in the event Participant wants to receive Value-Added Services, provided that Participant's selection shall not obligate such HIN to provide Value-Added Services to Participant, it being understood that such HIN shall only have such an obligation as set forth in and pursuant to, and upon the execution of, a Value-Added Services agreement by and between Participant and such HIN.

(b) Interpretation. For the avoidance of doubt, based on Participant's selections on its Election Schedule: (i) if Selected HIN is not a Designated HIN, then Selected HIN is not obligated to comply with provisions of this SCPA applicable only to Designated HINs, (ii) if Selected HIN is not an Additional HIN, then Selected HIN is not obligated to comply with provisions of this SCPA applicable only to Additional HINs, and (iii) if Selected HIN is not a VAS HIN, then Selected HIN is not obligated to comply with provisions of this SCPA applicable only to VAS HINs. Where Participant selects more than one Selected HIN, then (x) the HINs selected on the Election Schedule shall be each individually considered as a Selected HIN and collectively considered as the Selected HINs, and (y) all references in this SCPA to a singular Selected HIN shall be construed to refer to each Selected HIN.

3.2 Modifying Election. Participant may change its selections on the Election Schedule only as permitted by and in accordance with this SCPA and the SHIN-NY SOPs. Participant may 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. For the avoidance of doubt, Participant's modifications to the Election Schedule shall not cause this SCPA to terminate as to any Party.

3.3 Eligible NYeC Participants. NYeC may serve as Participant's Designated HIN and/or Additional HIN, as applicable, only if Participant is an Eligible NYeC Participant. Any selections by Participant on the Election Schedule that are not in compliance with this Section 3.3

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shall be null and void. Any QE may provide services to an Eligible NYeC Participant if such Eligible NYeC Participant selects such QE as its Designated HIN, Additional HIN, and/or VAS HIN. NYeC may provide Statewide Services to Eligible NYeC Participants in accordance with this Agreement and the SHIN-NY SOPs.

3.4 **Impact of SCPA on Prior Agreements**. By executing this SCPA, any Prior Agreement between Participant and any or all of the HINs 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 Required Participant Services and/or to Contributions of Core SHIN-NY Data; and (y) if such Prior Agreement applies to Value-Added Services, Participant and the HIN(s) that are a party to such Prior Agreement 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.

3.5 **Registration**. This Section 3.5 shall apply only with respect to a Selected HIN that provides Required Participant Services to, or receives Contributions of Core SHIN-NY Data from, Participant, and not to any other HIN that is a Party to this SCPA.

(a) General Requirements. To the extent necessary to Contribute data to or to access or use Designated HIN's SHIN-NY Platform or to receive the Required Participant Services, and to the extent requested by Designated HIN, Participant shall register with Selected HIN by providing any documents and information requested by Selected HIN; provided that any documents requested by Selected HIN and any Selected 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 Selected HIN as a "Data Provider," a "Data Recipient," or as both, as applicable in accordance with Participant's selections on the Election Schedule. 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. Selected 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, but are not limited to, Participant's failure to meet standards applicable to SHIN-NY participants as set forth in the SHIN-NY SOPs. In the event Selected HIN declines to accept Participant's election: (i) Selected HIN shall promptly communicate such decision to Participant and NYeC; and (ii) Participant may select another HIN as its Selected HIN in accordance with the SHIN-NY SOPs, unless this SCPA is terminated in accordance with Section 12.2, Section 12.3, or Section 12.4.

4. **DATA CONTRIBUTIONS.**

4.1 **Contributions**. Subject to Section 4.2, if Participant is a Data Provider, Participant shall: (x) establish and thereafter maintain a connection to Designated HIN's SHIN-NY Platform; and (y) Contribute Core SHIN-NY Data to Designated HIN's SHIN-NY Platform (and update

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such data) in accordance with the requirements of, and in such frequency and at such times as are specified by, SHIN-NY SOPs, which SHIN-NY SOPs regarding Contribution shall be developed to promote alignment with SHIN-NY participants' existing operational workflows so as to minimize disruption of their daily operations. For the avoidance of doubt, and subject to Section 4.1(a), Participant shall Contribute Core SHIN-NY Data to the QE Platform of the HIN designated as Designated HIN on its Election Schedule unless Participant is an Eligible NYeC Participant, in which case Participant may Contribute the Core SHIN-NY Data to the SDI if permitted under the Election Schedule and SHIN-NY SOPs.

(a)   Scope of Contributed SHIN-NY Data. As applicable under Section 4.1 above, Participant shall Contribute to Designated 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 a QE Platform. The Core SHIN-NY Data contributed in accordance with the foregoing sentence shall (i) be Core SHIN-NY Data for all of Participant's patients, members, enrollees or clients, as applicable, and Participant shall not withhold or otherwise prevent Contribution of any Core SHIN-NY Data unless Participant has obtained a waiver under Section 4.2(a), an individual objects in writing to the Contribution of their data, or the SHIN-NY SOPs or applicable law exempt such Core SHIN-NY Data from the requirement to Contribute; and (ii) include data that was created before the Effective Date (e.g., data relating to patient encounters that occurred prior to the Effective Date) if and to the extent required in the SHIN-NY SOPs.

(b)   Data Accuracy. As applicable under Section 4.1 above, 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 Designated HIN in promptly correcting any identified inaccuracies or errors in such SHIN-NY Data.

(c)   Contribution to Additional HINs. If Participant selects an Additional HIN and Participant and Additional HIN reach agreement on any fees owed by Participant for services furnished by such Additional HIN, then Participant shall Contribute SHIN-NY Data to such Additional HIN in accordance with the requirements of this Section 4.1.

4.2   Limitations on Contribution.

(a)   Waiver. Participant shall have no obligation to Contribute data, including Core SHIN-NY Data, to the SHIN-NY Platforms to the extent the Department 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.

(b)   Suspension. In the event that Participant reasonably and in good faith believes that any HIN has serious deficiencies in its Safeguards or other privacy or security infrastructure, upon no less than twenty-four (24) hours advance written notice to such HIN, Designated HIN, and NYeC detailing with reasonable particularity the basis for such belief, Participant may voluntarily and immediately suspend its Contributions under this SCPA for a

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period not to exceed thirty (30) days after the effective date of the suspension. Within such thirty (30)-day period, such HIN identified as having deficiencies shall work in good faith to cure such deficiencies to the extent required to comply with this SCPA and the SHIN-NY SOPs. By the end of such thirty (30)-day period of suspension, Participant shall have (i) resumed its Contributions made in accordance with this SCPA; (ii) selected on the Election Schedule a different HIN as Participant's Designated HIN, as permitted by the SHIN-NY SOPs, and submitted all materials and information necessary for Participant to promptly (x) register with such new Designated HIN and, (y) as applicable, Contribute data to such new Designated HIN's SHIN-NY Platform in accordance with this SCPA; or (iii) terminated this SCPA. During the time period for which a Participant's obligation to Contribute is suspended, and if terminated then until the effective date of termination, the remainder of this SCPA shall remain in full force and effect, and Participant shall continue to comply with all otherwise applicable terms of this SCPA.

4.3   **Notification of Applicable Requirements**. To the extent applicable, and as specified in the SHIN-NY SOPs, Participant shall, working as necessary with Designated HIN and/or Additional HIN, if applicable, appropriately and adequately identify, label, or tag, in accordance with any applicable directions under the SHIN-NY SOPs, 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 in the SHIN-NY SOPs as Sensitive Data that requires such identification, labeling, or tagging where technically feasible or required by applicable law. To the extent permitted by applicable law and the SHIN-NY SOPs, Participant may provide such identification one time, rather than on a continuous basis, provided that in all cases such identification is made prior to, or simultaneously with, Contribution of the applicable data.

4.4   **Obligations of HINs Regarding SHIN-NY Data**. Designated HIN, and Additional HIN if applicable, 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) if such HIN is a QE, at a minimum, Core QE Data, or (y) if such HIN is NYeC, at a minimum, Core SDI Data;

(b)   Make available SHIN-NY Data, including (x) if such HIN is a QE, at a minimum, Core QE Data, or (y) if such HIN is 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, but not limited to (x) with respect to QE, providing to NYeC any Core SDI Data that is available in such QE's QE Platform and providing to other QEs any Core QE Data that is available in such QE's QE Platform to enable such other QEs to provide services under the SHIN-NY Agreements, or (y) with respect to NYeC, providing to QEs (including QE) 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, any SHIN-NY Data Contributed by Participant may be disclosed by Designated HIN or Additional HIN, if applicable, to:

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(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, SHIN-NY participants located both within and outside New York State and Government Participants;

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

(d)   Other Approved Networks, individuals, and entities participating in such Other Approved Networks, and their respective vendors, service providers, or agents with authority to act on behalf of such Other Approved 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**. All HINs acknowledge and agree that, as between any HIN and Participant, Participant, not any HIN, owns all Core SHIN-NY Data Contributed by Participant and that nothing herein (including the Contribution of such Core SHIN-NY Data to an HIN or the receipt by an HIN of such Core SHIN-NY Data) shall vest in any HIN any right, title, or interests in or to any of such Core SHIN-NY Data except as set forth in this SCPA.

5.   DATA ACCESS.

5.1   **Applicability**. Other than the requirements of Section 5.4, which shall continue to apply, the requirements of this Section 5 shall not apply if Participant solely Contributes data to SHIN-NY Platforms and does not otherwise access or use SHIN-NY Data via the SHIN-NY Platforms.

5.2   **Authorized Users**. This Section 5.2 shall apply to only HINs through which Participant accesses or uses SHIN-NY Data via such HIN's SHIN-NY Platform.

(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 SHIN-NY Data via an HIN's SHIN-NY Platform, Participant shall make available to such HIN its User List in a medium and format approved by such HIN. Participant shall keep current its User List and shall make available to such HIN (in accordance with any time frames required under the SHIN-NY SOPs or as soon as reasonably practical) any changes thereto, including whenever an individual is added or removed from the User List for any reason or no reason.

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(c) Certification. Participant shall verify and certify to the applicable 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 such HIN simultaneously with its User List and any notices of changes thereto.

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

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

(i) Prior to granting Participant the authority to access or use its SHIN-NY Platform, an HIN shall securely issue to Participant's Authorized Users credentials to access Designated HIN's SHIN-NY Platform. Following such issuance, Participant shall securely communicate such credentials to the applicable Authorized Users.

(ii) Participant shall restrict access to any SHIN-NY Platform to Authorized Users.

(iii) An HIN and Participant may each, in their sole discretion, at any time, and immediately upon written notice to the other, suspend, deactivate, or revoke the credentials of an Authorized User to such HIN's SHIN-NY Platform, upon which such Deactivated User shall be removed from the User List and any rights of such Deactivated User with respect to access to or use of such HIN's SHIN-NY Platform shall immediately cease and terminate. Participant shall promptly take appropriate actions in accordance with Participant's policies and practices with respect to any Authorized Users and Deactivated Users (including, but not limited to, suspending, deactivating, or revoking the credentials of, removing from the User List, and/or terminating any such Authorized User or Deactivated User) who fail to comply with this SCPA and the SHIN-NY SOPs. The applicable HIN may take any further actions necessary to preserve the privacy or security of SHIN-NY Data, including the suspension or termination of credentials of any or all of Participants' Authorized Users.

(f) Authorized User Compliance. Participant shall ensure that Participant's Authorized Users (i) access and use SHIN-NY Platforms only in accordance with the terms and conditions of this SCPA and the SHIN-NY SOPs, and (ii) otherwise comply with this SCPA and the SHIN-NY SOPs and all laws applicable to the access to and use of the SHIN-NY Platforms and participation in the SHIN-NY.

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 (to the extent applicable), 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.

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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 applicable data privacy and security laws, 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**.

(a)   License by Data Provider. Participant, if a Data Provider, hereby grants to the following persons and categories of persons a limited, fully-paid and royalty-free, worldwide, nonexclusive, non-transferrable, non-sublicensable (except as permitted under Section 6.1(b)) right and license to, for the term of this SCPA, and authorizes such persons and categories of persons for the term of this SCPA to, access, use, and disclose any and all SHIN-NY Data Contributed by Participant solely for Permitted Purposes in accordance with terms of this SCPA and the SHIN-NY SOPs:

(i)   Each HIN;

(ii)   Other SHIN-NY participants; and

(iii)   Other Approved Networks and participants of such Other Approved Networks.

(b)   Sublicenses to Vendors. To the extent an HIN enters into agreements with one or more vendors, such HIN may sublicense the rights granted to it under Section 6.1(a) to such vendor(s), solely to the extent necessary for such vendor(s) to support such HIN's services and operations, provided that such HIN shall (i) have a written and binding agreement in place with each such vendor that requires such vendor to (1) use Participant's Contributed data only for providing services under its vendor agreement to or on behalf of Participant, and (2) comply with all applicable terms and conditions of this SCPA; and (ii) have in effect a BAA with such vendor, if required by applicable law.

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

(a)   License by HIN. Each HIN that provides Participant with access to its SHIN-NY Platform or discloses SHIN-NY Data to Participant hereby grants to Participant, and Participant accepts, a limited, fully-paid and royalty-free, worldwide, nonexclusive, non-transferrable, non-sublicensable right and license to, and authorizes Participant to, during the term of this SCPA, access and use such 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 Required Participant Services and to participate in the SHIN-NY, and for any other purposes contemplated under this SCPA and the SHIN-NY SOPs, subject to the terms and conditions of this SCPA, the SHIN-NY Regulation, and the SHIN-NY SOPs.

(b)   Additional Limitations. Each HIN described in Section 6.2(a) represents and warrants to Participant that such HIN has the legal right and power to grant the license

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described in Section 6.2(a); provided that the scope of such license shall, as applicable, be subject to the terms and conditions of the licenses and other rights to the hardware and software associated with such HIN's SHIN-NY Platform granted to such HIN by such HIN's vendors ("**Vendor Terms and Conditions**"). Participant shall comply with the Vendor Terms and Conditions. Each applicable HIN shall make available the Vendor Terms and Conditions upon Participant's request.

7. SERVICES; SHIN-NY PLATFORMS.

7.1 Required Participant Services.

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

(b) Required Participant Services by Additional HIN. If Participant selects an Additional HIN, then Additional HIN shall provide to Participant the Required Participant Services that are agreed upon by Participant and such Additional HIN. Any Required Participant Services provided by Additional HIN shall comply with the same standards applicable to Required Participant Services provided by Designated HIN, including any standards set forth in the SHIN-NY SOPs.

(c) Fees. Designated HIN may not charge fees of any kind, directly or indirectly, to Participant for the Required Participant Services it furnishes to Participant. Any Additional HIN may charge reasonable fees to Participant for any Required Participant Services it furnishes to Participant, provided that Participant agrees to such fees in advance.

7.2 **Value-Added Services**. Subject to the provisions of this Section 7.2, Participant may contract with any HIN for Value-Added Services pursuant to a separate Value-Added Services agreement by and between Participant and such VAS HIN.

(a) Fees Permitted. A VAS HIN may assess reasonable fees to and collect payment from Participant in respect of the Value-Added Services it furnishes as agreed upon by Participant.

(b) Non-Duplication. The Value-Added Services may not duplicate or mimic any Required Participant Service available to Participant, provided that any Value-Added Service will not be considered to be duplicative of or mimicking any Required Participant Service if it solely consists of either providing Participant with or Participant's receipt of Additional SHIN-NY Data. By way of example, if the SHIN-NY SOPs define Core SHIN-NY Data to include certain laboratory results and define Required 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; however, in order for Participant to receive other laboratory results that are not Core SHIN-NY Data as a Value-Added Service, an

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HIN may offer Participant the option of contracting for such service and such VAS HIN may charge a fee therefor.

(c)   Non-Conditioning. Designated HIN may not condition Participant's receipt of Required 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. Designated HIN shall offer Participant the option of receiving only the Required 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 Designated HIN for the receipt of Required Participant Services as a condition to receiving the Value-Added Services. However, nothing in this SCPA shall prohibit an HIN from offering a discount on fees related to the Value-Added Services for Participants that select such HIN as Designated HIN, if otherwise in compliance with this Section 7.2(c).

(d)   Data Use, Privacy and Security. A VAS HIN and Participant shall execute this SCPA and a Value-Added Services agreement that incorporates and otherwise complies with the data use and privacy and security requirements and acknowledgements of this SCPA as set forth in Section 5, Section 7.6, Section 7.9, Section 7.12, and Section 9 prior to exchanging any SHIN-NY Data in connection with such HIN's furnishing of any Value-Added Services to Participant. To the extent any provisions of such Value-Added Services agreement conflict with any provisions of this SCPA regarding Value-Added Services, such conflicting provisions of the Value-Added Services agreement shall be null and void. Participant acknowledges and agrees that a QE may be required to furnish to NYeC copies of any Value-Added Services agreements between Participant and such QE pursuant to such QE's obligations under its separate agreements with NYeC. 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**. Each HIN shall ensure that its SHIN-NY Platform, at all times, meets any applicable technical standards and specifications set forth in the SHIN-NY SOPs. Each 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, subject to Section 7.5, as applicable, by entering into agreements with third parties, which may include QEs or NYeC, for the procurement of required hardware and software, as determined by each HIN in its sole discretion.

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

(a)   Implementation, Configuration, & Maintenance. Participant shall ensure proper implementation and configuration (e.g., interfaces, connectivity and equipment required for operation) of the Participant Technology and shall maintain the Participant Technology 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 Participant Technology and any related interfaces, connectivity and equipment required for its continued intended operation.

(b)　　Technical Specifications. Participant shall ensure that the Participant Technology conforms, at all times, to any specifications set forth in the SHIN-NY SOPs and/or provided by the applicable HIN. Subject to and in accordance with the SHIN-NY SOPs, and without limiting any other provision of this SCPA, an HIN may, from time to time, change the specifications for the software and hardware required for accessing or using its SHIN-NY Platform and the Required Participant Services, including by requiring new or additional software and hardware for such purposes and, if such a change affects Participant, such HIN shall 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, and Additional HIN if applicable, shall, on such Participant's behalf, provide data directly to a vendor of Participant that Participant identifies in written notice to such HIN(s) so long as: (i) Participant, if a HIPAA covered entity, has in effect a BAA with such vendor; (ii) any other applicable requirements of the SHIN-NY SOPs and this SCPA are satisfied.

(b)　　HIN Vendors. Each HIN may, from time to time, enter into agreements with one or more vendors as such HIN determines is appropriate for its services and operations. If Participant is a Data Provider, upon request of Designated HIN, or Additional HIN if applicable, Participant shall provide SHIN-NY Data directly to a vendor that such HIN(s) identify in written notice to Participant, so long as any other applicable requirements of the SHIN-NY SOPs and this SCPA, including, but not limited to, those in Section 6.1 of this SCPA, are satisfied. Each HIN shall enter into a BAA with any vendors they engage to the extent a BAA is required under applicable law.

7.6 **Protection**.

(a)　　Malware; Viruses. Participant and each HIN shall each use commercially reasonable efforts to protect the SHIN-NY Platforms from malware, viruses, and threats that disrupt, damage, or destroy such SHIN-NY Platforms or the Participant Technology, 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 each HIN shall each use commercially reasonable efforts to ensure that, as applicable, the Contribution or the 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 Technology or any hardware or software used by an 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, an 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, each HIN shall implement such routine backup procedures as are necessary to protect its SHIN-NY Platform from data loss. No HIN shall have responsibility for protecting data and programs on Participant's systems.

(c)   Disaster Recovery. Each HIN shall 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 HIN 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. In accordance with any applicable SHIN-NY SOPs, Designated HIN, and Additional HIN if applicable, shall provide technical support to Participant in connection with providing Participant with access to and use of such HIN's SHIN-NY Platform and Participant's receipt of the Required 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, Designated HIN, and Additional HIN if applicable, shall provide or otherwise make available to Participant and its Authorized Users training sessions and training materials covering such 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 such HIN determines appropriate to support access to and use of its SHIN-NY Platform and the Required Participant Services, as applicable.

7.9   Audits. The requirements of this Section 7.9 shall not apply if Participant participates in the SHIN-NY solely as a Data Provider that only Contributes data to SHIN-NY Platforms and does not otherwise access or use SHIN-NY Data via the SHIN-NY Platforms or receive Required Participant Services.

(a)   Audits by Selected HIN. Selected HIN may, upon at least thirty (30) days prior written notice, audit or arrange for the audit of Participant's access to and use of any SHIN-NY Data through Selected HIN's SHIN-NY Platform, 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. The frequency of such audit(s) shall be as permitted or required in the SHIN-NY SOPs. Participant shall comply with Selected HIN's reasonable requests, and shall otherwise cooperate, with respect to any audits conducted pursuant to this Section 7.9(a). Selected HIN shall take into account the size of Participant and its use of the SHIN-NY and the SHIN-NY Data to reasonably determine the scope of any audit.

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

7.10 **Audit of Permitted Purposes**. The NYeC Board shall establish a Statewide Data Use Committee ("**SDUC**") 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. Notwithstanding anything in this SCPA to the contrary, NYeC will conduct routine oversight and monitoring of the SDI and uses of Core SDI Data, and audits or appeals of or relating to the uses of 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 an independent third party appointed and supervised by the SDUC, with NYeC retaining such third party and providing appropriate funding for the payment of reasonable compensation to any such third party, in accordance with the SHIN-NY SOPs. Audits or appeals of or relating to the uses of 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 the Department in accordance with the SHIN-NY SOPs.

7.11 **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 SCPA (INCLUDING, WITHOUT LIMITATION, THE REQUIRED PARTICIPANT SERVICES) OR THE COMPLETENESS OR ACCURACY OF THE DATA, REPORTS, NOTIFICATIONS, OR OTHER OUTPUTS OF THE SERVICES IT PROVIDES UNDER THIS SCPA, AS APPLICABLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO HIN WARRANTS THAT THE REQUIRED PARTICIPANT SERVICES, THE SHIN-NY PLATFORMS, THE DATA OR ANY OUTPUTS ACCESSED OR USED IN CONNECTION WITH THE SHIN-NY (i) WILL OPERATE UNINTERRUPTED OR BE ACCESSIBLE ON DEMAND; (ii) WILL BE FREE FROM DEFECTS; (iii) WILL PRODUCE ACCURATE RESULTS; OR (iv) ARE DESIGNED, FORMATTED, OR DISPLAYED TO MEET PARTICIPANT'S SPECIFIC REQUIREMENTS.

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.

7.12 **De-identified Data**. Notwithstanding anything in this SCPA to the contrary, Selected HIN and its contractors, subcontractors, and vendors (including other HINs) that have executed with Selected 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**. The development, approval, and implementation of all SHIN-NY SOPs are subject to the Statewide Collaboration Process and, except as set forth in Section 8.1(c), no changes or additions may be made to any SHIN-NY SOP without complying with the requirements and procedures of the Statewide Collaboration Process. The Statewide Collaboration Process is intended to provide a forum to solicit and discuss comments and input from stakeholders and the general public, including from QEs and SHIN-NY participants. Each HIN and Participant shall, and Participant shall 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, restated, or replaced from time to time.

(a) If developed and approved pursuant to the Statewide Collaboration Process, the SHIN-NY SOPs: (i) may establish guidelines, limitations, and requirements for HINs' marketing and advertising activities; (ii) may establish minimum standards for all HIN policies, procedures, and practices regarding vetting and registration of Authorized Users; and (iii) shall establish a process for approving Other Networks through which SHIN-NY Data held in a SHIN-NY Platform may be made available through an Other Network, including, but not limited to, a QHIN under TEFCA or any other gateway or connection to, or participation in, another national or regional network, provided that any existing gateway or connection with an Other Network shall not be terminated if approval is granted prior to January 1, 2026.

(b) The Parties acknowledge and agree that, as of the Effective Date, some of the SHIN-NY SOPs may have not yet been developed, adopted, or amended 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 and/or the Department's website.

(c) Notwithstanding anything in this SCPA to the contrary, in the event that NYeC reasonably determines that it is necessary to urgently amend a SHIN-NY SOP in a manner faster than could feasibly be accomplished through the Statewide Collaboration Process due to unforeseen circumstances (e.g., an emerging cybersecurity threat), for purposes of facilitating assessment of an emerging public health threat or responding to a public health emergency, or to align SHIN-NY SOPs with applicable requirements of regulation or law, NYeC may implement an interim amendment to such SHIN-NY SOP, which amendment shall be effective upon its publication and shall be released to all SHIN-NY participants until it is withdrawn or further amended by NYeC or ratified by the applicable SHIN-NY committee with jurisdiction over the subject matter of the amended SHIN-NY SOP. NYeC will, if feasible, provide notice of any such SHIN-NY SOP amendment to SHIN-NY participants thirty (30) days in advance of the effective date of such amendment.

8.2 **Laws and Regulations**. Without limiting any other provision of this SCPA, each HIN, as applicable, and Participant shall (and shall ensure that its Authorized Users, vendors, and subcontractors) comply with all laws applicable to access to and use of the SHIN-NY Platforms, the SHIN-NY Data, the Required Participant Services, the Value-Added Services and participation in the SHIN-NY, including, but not limited to (i) the SHIN-NY Regulation; and (ii) laws and

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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**.

(a) Participant shall promptly report to Selected HIN as soon as Participant becomes aware of any material breach of Participant's or its Authorized Users' or subcontractors' compliance obligations related to Selected HIN's SHIN-NY Platform, use of data obtained from or provided through Selected 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.

(b) Selected HIN shall have the right to report to other HINs any material breach of Participant's or its Authorized Users' or subcontractors' compliance obligations related to Selected HIN's SHIN-NY Platform, use of data obtained from or provided through Selected 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 of this SCPA.

(c) Selected HIN shall make such reports to the Department as may be required by applicable law or pursuant to the SHIN-NY Agreements, the NYeC-Department Contract, any applicable data use agreements between Selected HIN and the Department, or the SHIN-NY SOPs.

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 agree 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, 23 N.Y.C.R.R. Part 500, 10 N.Y.C.R.R. § 405.46 (with respect to Participant if Participant is an Article 28 general hospital and with respect to an HIN if such HIN receives data from such hospitals), and any incident or breach notification requirements to which such 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 Approved Networks and participants of such Other Approved 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

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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 Required Participant Services or Value-Added Services.

(a)   QE Platforms. Data Contributed to or held or maintained in a QE's QE Platform may only be used and disclosed by such QE (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 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-Department 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 purposes" as defined in 10 N.Y.C.R.R. § 300.1(p);

(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, 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 this SCPA, including, but not limited to, facilitating the exchange of data by and among the QEs and disclosing data to QEs (for example, disclosing data to QEs through an Encounter Data Hub);

(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 Required 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 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 from an HIN any SHIN-NY Data Contributed by Participant 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 court order, but if such disclosure is required by a subpoena, such HIN shall not disclose such SHIN-NY Data unless disclosure pursuant to the subpoena is required by a court order or applicable law; and (ii) such HIN shall provide Participant with as much notice as is practicable prior to making any such disclosures (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:

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    (i) A general obligation to maintain appropriate, industry-standard 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 Required 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 Technology or any part thereof;

    (vi) Training of personnel, including, but not limited to, appropriate and adequate training to all of each HIN's personnel who have access to the SHIN-NY Platforms or are involved in the provision of the Required 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 (including but not limited to obligations of HINs to comply with 10 N.Y.C.R.R. § 405.46 as set forth in the SHIN-NY SOPs).

    (b) <u>Participant Security Requirements</u>. 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 Required Participant Services, and, as applicable, 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 Technology or any part thereof;

    (iii) Training of personnel, including, but not limited to, (x) training as required by <u>Section 5.3</u>, 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;

(iv)   With respect to applicable Participants that are Article 28 general hospitals, the requirements of 10 N.Y.C.R.R. § 405.46; and

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

9.5   Data Incidents and Breaches.

(a)   Reporting.

(i)   Selected 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 Selected HIN becomes aware, in accordance with the requirements of the BAA between Selected HIN and Participant, the SHIN-NY SOPs and applicable law. In the event an HIN other than Selected HIN becomes aware of any unauthorized access, use or disclosure of any SHIN-NY Data Contributed by Participant, such HIN shall coordinate with Selected HIN with respect to the necessary reporting to Participant, provided such coordination complies with applicable BAAs, the SHIN-NY SOPs and applicable law.

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

(b)   Cooperation. Each HIN and Participant shall each reasonably 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   Business Associate and Qualified Services Organization Agreements. Participant and Selected HIN shall execute:

(a)   If Participant is a HIPAA covered entity, simultaneously with execution of this SCPA, the BAA attached to this SCPA (subject to any changes to such BAA as permitted by Section 16.1 and any changes to Appendix A of such BAA ("Confidentiality Provisions Related to Medicaid Confidential Data") as may be required by the Department from time to time), 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 <u>Section 9.6(a)</u>, to the extent required by law.

9.7   **<u>Relation to SHIN-NY SOPs</u>**.

(a)   No HIN shall (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   <u>Cooperation</u>. HINs will reasonably cooperate with Participant's participation in 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   <u>No Exclusivity</u>. HIN may not prohibit, prevent or otherwise restrict Participant from participation in any Other Network, and will comply with applicable law regarding such participation.

10.3   <u>Permitted Purposes</u>. In the event NYeC or a QE becomes a participant in an Other Approved Network (including, but not limited to, becoming 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 such Other Approved Network.

11.   INTELLECTUAL PROPERTY.

11.1   <u>Ownership and Derivatives</u>. 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   <u>Use of Marks</u>. Neither Participant nor any HIN, nor any of their respective vendors, contractors, affiliates, representatives, or agents, shall use the name, logo or other marks of another without the prior written consent of the applicable Party.

12.   TERM AND TERMINATION.

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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**. Subject to Section 12.5, 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 or this SCPA that affects a material right or obligation of Participant under this SCPA, Participant may, without limiting any other rights of Participant under Section 16.1(a), terminate this SCPA upon thirty (30) days' prior written notice to Selected HIN and NYeC, which notice shall be provided within thirty (30) days after the date on which such material change has been publicly posted or otherwise made available to Participant. Such notice 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 Selected HIN and NYeC, 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 either 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 Selected HIN's material breach of the BAA between Selected HIN and Participant relating to this SCPA, Participant may terminate this SCPA immediately upon notice to Selected HIN and NYeC, which notice shall specify the nature of such breach.

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

(e) Data 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 Data Breach, and (ii) to prevent subsequent similar Data Breaches, subject to the termination provisions outlined in any BAA between such HIN and Participant relating to this SCPA, as may be applicable, Participant may terminate this SCPA immediately upon notice to Selected HIN and NYeC.

12.3 **Termination by Selected HIN for Breach**. Subject to Section 12.5, Selected HIN may terminate this SCPA for any of the following reasons upon the prior written consent of each other HIN:

(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, Selected HIN may terminate this SCPA upon sixty (60) days' prior written notice to Participant. The notice referenced in this Section 12.3(a) shall specify the nature of such breach, unless Participant cures such material breach to Selected 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 Selected HIN in its reasonable discretion) or Participant's material breach of the BAA between Selected HIN and Participant relating to this SCPA, as may be applicable, Selected HIN may terminate this SCPA upon fifteen (15) days' notice to Participant.

(c)   Data Breach. If Participant causes a Data Breach with respect to SHIN-NY Data held in Selected 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, Selected HIN may terminate this SCPA upon fifteen (15) days' notice to Participant.

12.4   Termination for Change of Status of HIN.

(a)   Loss of HIN Authorization; Termination of QEPA. 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 termination of the NYeC-Department Contract), this SCPA shall immediately terminate only as to such HIN (i.e., a partial termination) upon notice to Participant.

(b)   Loss of All SHIN-NY Funding; Termination of Funding Agreement. If an HIN ceases to receive all Department funding for the provision of the Required Participant Services for any reason (including because, without limitation, the Funding Agreement to which QE is a party is terminated for any reason), this SCPA shall immediately terminate only as to such HIN (i.e., a partial termination) upon notice to Participant.

(c)   Bankruptcy/Insolvency. A Party may terminate this SCPA only as to such Party (i.e., a partial termination), except if such Party is Participant, in which case such Participant may terminate this SCPA in its entirety, upon not less than one hundred twenty (120) days' notice to each other Party, subject to applicable federal and state laws relating to bankruptcy and insolvency proceedings, if the terminating Party appoints or consents to the appointment of a receiver, trustee or liquidator of or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, files a petition for dissolution under applicable law, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization of such Party or arrangements with creditors or to take advantage of any insolvency law, or if an order, judgment or decree is entered by any regulatory authority, on the application of a creditor, adjudicating such Party bankrupt or insolvent, and such order, judgment or decree shall continue unstayed and in effect for a period of ninety (90) days.

12.5   Effect of Termination.

(a)   General. Upon termination of this SCPA for any reason other than partial termination as to an HIN 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 Platforms, or receive Required Participant Services or Value-Added Services; (ii) Participant shall have no further obligations to Contribute data to any SHIN-NY Platform; and (iii) the Parties shall return

or destroy any Confidential Information as required under Section 13.5, subject to requirements in the applicable BAAs and subcontractor BAAs governing the return or destruction of PHI.

(b)   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 applicable obligations to Contribute data, pursuant to the SHIN-NY Regulation. Designated HIN may report the facts and circumstances of any termination to the Department. In the event that Participant (if a Regulated Participant) terminates for cause and believes that such cause justifies a waiver of the obligation under the SHIN-NY Regulation to connect to the SHIN-NY, Participant may request that Designated HIN report to the Department the facts and circumstances of such termination, and Designated HIN shall reasonably cooperate with such request, to the extent consistent with applicable law.

(c)   Partial Termination. In the event of a partial termination of this SCPA as to an HIN under Section 12.4: (i) this SCPA shall remain in full force and effect as to each other non-terminated HIN and Participant; (ii) Participant and its Authorized Users shall immediately cease to have any rights or licenses to access or use the terminated HIN's SHIN-NY Platform, or to receive Required Participant Services or Value-Added Services from the terminated HIN; (iii) Participant shall have no further obligations to Contribute data to the terminated HIN's SHIN-NY Platform; and (iv) to the extent applicable, the terminated HIN and Participant shall each return or destroy any Confidential Information of the other as required under Section 13.5. For the avoidance of doubt, termination of this SCPA by Participant due to Participant's bankruptcy or insolvency under Section 12.4(c) shall not be deemed or construed as a partial termination and shall instead be governed by Section 12.5(a).

12.6   Termination Notice. All notices required to be sent by a terminating Party pursuant to Sections 12.2, 12.3, or 12.4 shall provide relevant details regarding the reason for termination and shall be sent concurrently to both the non-terminating Party and to NYeC.

12.7   Survival. The following sections of this SCPA shall survive termination of this SCPA for any reason: Section 4.6 (Ownership of SHIN-NY Data), Section 7.9 (Audits), Section 7.10 (Audit of Permitted Purposes), Section 7.11 (Disclaimer of Warranties), 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 (Indemnification, Insurance and Limitation of Liability), Section 16.8 (Notices), and Section 16.10 (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)

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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 <u>Section 13</u>, 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. If this SCPA is terminated with respect to only one HIN in accordance with <u>Section 12.4</u>, then the obligations under this <u>Section 13.5</u> shall apply only with respect to such termination.

13.6   **Remedies**. Each Party recognizes and agrees that the covenants set forth in this <u>Section 13</u> 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 <u>Section 13</u> 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, any Party seeking enforcement of the covenants set forth in this <u>Section 13</u> 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 Required Participant Services, or the relationships created hereby (each, a "**Dispute**"), in accordance with this <u>Section 14.1</u>.

(a)   To initiate dispute resolution under this <u>Section 14.1</u>, a Party raising the Dispute shall send a notice to the other Parties to 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 litigation under Section 14.3.

14.3 **No Limitation on Remedies**. It is the intent of the Parties that the dispute resolution provisions of Section 14 be enforced to the fullest extent permitted by applicable law. Nothing contained in Section 14 shall preclude, limit, restrict or diminish the Parties' rights to resolve disputes through means other than those set forth in Section 14, including through litigation or arbitration, nor shall Section 14 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.

14.4 **Other Dispute Resolution**. Notwithstanding anything in this Section 14 to the contrary, any Dispute among only HINs governed by any QEPA, any DUCA, or any Funding Agreement shall be subject to the applicable dispute resolution procedures set forth in such QEPA, such DUCA, or such Funding Agreement and shall not be subject to this Section 14.

15. INDEMNIFICATION, INSURANCE AND LIMITATION OF LIABILITY.

15.1 Indemnification by HINs of Participant.

(a)   Each HIN shall (x) 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 an Action or any threat thereof (including by any Government Authority) against any Participant Indemnified Party, and (y) be liable to Participant Indemnified Parties for Losses, not including any indirect, consequential, special, incidental, punitive, or other exemplary losses or damages (e.g., lost or prospective profits), suffered by Participant Indemnified Parties; in each case to the extent related to, arising out of, or in connection with:

(i)   Breach by such HIN of the BAA between Participant and such HIN;

(ii)   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 this SCPA (including any performance of such obligations by its agents);

(iii)   Negligence, willful misconduct, or fraud of such HIN or its agents, in each case, in connection with such HIN's performance of its obligations under this SCPA; or

(iv)   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 this 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 to install or implement promptly, at

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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 Participant with products or systems other than those provided by, or authorized by, such HIN.

15.2 **Indemnification by Participant of HINs**. Subject to Section 16.11, Participant shall (x) indemnify, defend, and hold harmless each HIN and their respective directors, officers, employees, contractors, representatives, and agents (the "**HIN Recouping Parties**") from and against any Losses paid by the HIN Recouping Parties to any third party (whether pursuant to a court order, or as part of a settlement approved by such Participant) arising out of an Action or any threat thereof against any HIN Recouping Party (including by any Government Authority); and (y) be liable to HIN Recouping Parties for any Losses, not including any indirect, consequential, special, incidental, punitive, or other exemplary losses or damages (e.g., lost or prospective profits), suffered by HIN Recouping Parties, in each case to the extent related to, arising out of, or in connection with:

(a)   Non-compliance with law (including without limitation HIPAA) or the SHIN-NY SOPs, in each case, in connection with Participant's performance of its obligations under this SCPA (including any performance of such obligations by its agents); or

(b)   Negligence, willful misconduct, or fraud of Participant or its agents, in each case, in connection with Participant's performance of its obligations under this SCPA.

15.3 **Indemnification Procedure**.

(a)   If a third-party Action is commenced against any SHIN-NY Recouping Party, prompt notice thereof shall be given by the SHIN-NY Recouping Party to the SHIN-NY Liable Parties. The SHIN-NY Recouping Parties and the SHIN-NY Liable Parties shall agree upon the party who will be responsible for the defense of such Action; provided, however, that, if the SHIN-NY Recouping Parties and the SHIN-NY Liable Parties cannot agree upon the party who will be responsible for the defense of such Action within 15 days after receipt by the SHIN-NY Liable Parties of notice of such Action, (1) the SHIN-NY Liable Parties shall immediately take control of the defense of such Action and shall engage attorneys acceptable to the SHIN-NY Recouping Parties (which acceptance shall not be unreasonably withheld) to defend such Action; and (2) the SHIN-NY Recouping Parties shall cooperate with the SHIN-NY Liable Parties (and their attorneys) in the defense of such Action. Each SHIN-NY Recouping Party may, at its own cost and expense, participate (through its attorneys or otherwise) in such defense. If no SHIN-NY Liable Party assumes control over the defense of an Action as provided in this Section 15.3(a), the SHIN-NY Recouping Parties may defend the Action in such manner as they may deem appropriate, at the cost and expense of the SHIN-NY Liable Parties. If the SHIN-NY Liable Parties assume control over the defense of an Action as provided in this Section 15.3(a), the SHIN-NY Liable Parties may not settle such Action without the consent of the SHIN-NY Recouping Parties if the settlement provides for relief other than the payment of monetary damages or for the payment of monetary damages for which the SHIN-NY Recouping Parties will not be indemnified in full pursuant to any of the SHIN-NY Agreements.

(b)   If an Infringement Claim occurs or if an HIN determines that an Infringement Claim is reasonably likely to occur, such HIN will have the right, in its sole discretion, to either: (i) procure for the SHIN-NY Recouping 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.

15.4   Limitation of Liability.

(a)   Except as otherwise set forth in this Section 15.4, the aggregate liability of a SHIN-NY Liable Party to all SHIN-NY Recouping Parties for any Losses incurred by such SHIN-NY Recouping Parties arising under or in connection with the SHIN-NY, regardless of the SHIN-NY Agreements under which such payment obligation of such Party arises, shall be limited to:

(i)   In the event that the Losses are subject to insurance coverage, (i) any insurance proceeds actually recovered by the SHIN-NY Liable Party, plus (ii) any amounts actually received by the SHIN-NY Liable Party from third-party service providers, vendors and suppliers (e.g., indemnification payments made by such persons), in each case in respect of the Action giving rise to such Losses; or

(ii)   In the event that the Losses are not subject to insurance coverage, (i) One Million Dollars ($1,000,000) per incident and Three Million Dollars ($3,000,000) aggregate per annum, plus (ii) any amounts actually received by the SHIN-NY Liable Party from third-party service providers, vendors, and suppliers (e.g., indemnification payments made by such persons) in respect of the Action giving rise to such Losses.

(b)   The Parties acknowledge and agree that SHIN-NY Data originates from SHIN-NY participants and not from the HINs, 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. Accordingly, in no event shall an HIN have any liability to Participant for any act or omission taken or not taken in reliance on the SHIN-NY Data, including any decision or action taken or not taken involving patient care, utilization management, or quality management for Participant's and its Authorized Users' respective patients, clients, members or enrollees.

(c)   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 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.

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(d)   The limitations set forth in this Section 15.4 shall not apply to (x) any HIN's indemnification obligations with respect to an Infringement Claim; (y) any Losses caused by the willful misconduct or fraud of the SHIN-NY Liable Party; or (z) Participant's obligation to pay any amounts properly due and payable pursuant to a Value-Added Services agreement.

15.5   **Sole Recourse**. Except for the rights to injunctive relief, or as otherwise provided under Section 15.7, the rights to indemnification or to impose liability or responsibility on another person, as set forth in the SHIN-NY Agreements, as limited herein, shall constitute the sole and exclusive recourse of the SHIN-NY Recouping Parties with respect to any Losses incurred by such SHIN-NY Recouping Parties or any other liability of the SHIN-NY Liable Parties to the SHIN-NY Recouping Parties, in connection with the SHIN-NY Agreements, regardless of the theory under which any claim for Losses or other liability is made.

15.6   **Assignment of Insurance Rights**.

(a)   To the extent that a SHIN-NY Liable Party is liable to a SHIN-NY Recouping Party pursuant to the SHIN-NY Agreements for any Losses, the SHIN-NY Liable Party will use commercially reasonable efforts, at its sole expense, to secure all available insurance proceeds for the benefit of the applicable SHIN-NY Recouping Parties from the SHIN-NY Liable Party's insurers. This obligation includes, where warranted, retention of specialized insurance counsel to assist in securing such proceeds.

(b)   With respect to any Losses to which the indemnification or other payment obligations or rights of recovery under any of the SHIN-NY Agreements apply, the SHIN-NY Liable Party hereby assigns to the SHIN-NY Recouping Parties the rights to proceeds of any insurance maintained by the SHIN-NY Liable Party covering such Losses. Notwithstanding the obligations of the SHIN-NY Liable Party set forth in Section 15.6(a), a SHIN-NY Recouping Party at any time may elect, at its sole discretion and expense, to assume from the SHIN-NY Liable Party responsibility for pursuing insurance recovery, in its own name or as assignee of rights held by the SHIN-NY Liable Party, with respect to any rights to insurance proceeds assigned to the SHIN-NY Recouping Parties pursuant to this paragraph; provided, however, that, if the SHIN-NY Liable Party, prior to such election, has failed to comply with its obligations pursuant to the immediately preceding paragraph, the SHIN-NY Liable Party shall, notwithstanding the limitations set forth under Section 15.5, be liable to the SHIN-NY Recouping Parties for all reasonable costs incurred by the SHIN-NY Recouping Parties in pursuing insurance recovery on their own behalf, including any attorneys' fees. If a SHIN-NY Recouping Party elects to assume responsibility for pursuing insurance proceeds from one or more of the SHIN-NY Liable Party's insurers pursuant to this paragraph, the SHIN-NY Liable Party shall assist and cooperate with the SHIN-NY Recouping Party in the pursuit of such proceeds to the fullest extent that is commercially reasonable.

(c)   To the extent that the assignment of rights to insurance proceeds contemplated by this Section 15.6 is deemed to invalidate or diminish the availability of insurance proceeds under any of the SHIN-NY Liable Party's insurance policies to cover Losses to which the indemnification or other payment obligations or rights of recovery under any of the SHIN-NY Agreements apply, the Parties mutually intend that such assignment described in this Section 15.6 not be enforced or enforceable.

15.7   **Equitable Allocation of Proceeds**. If any Action or other event occurs which gives rise to the ability of a SHIN-NY Recouping Party to recover any amounts from a SHIN-NY Liable Party pursuant to any of the SHIN-NY Agreements, and such Action or other event also gives rise to the ability of one or more other SHIN-NY Recouping Parties to recover any amounts from the SHIN-NY Liable Party pursuant to any of the SHIN-NY Agreements, the SHIN-NY Recouping Parties shall determine an equitable allocation of the proceeds among the SHIN-NY Recouping Parties; provided, however, that, if the SHIN-NY Recouping Parties are unable to agree upon an equitable allocation, the SHIN-NY Recouping Parties shall appoint a neutral party acceptable to each of the SHIN-NY Recouping Parties to determine the equitable allocation; provided, further, that, if the SHIN-NY Recouping Parties are unable to agree upon a neutral party or if the SHIN-NY Recouping Parties are unable to agree upon an equitable allocation notwithstanding mediation by the neutral party appointed by the SHIN-NY Recouping 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.

15.8   **Insurance**.

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

(i)   Professional and Commercial General Liability in the minimum amount set forth in the QEPA.

(ii)   Cyber Liability Insurance, with respect to NYeC in the minimum amount of $10,000,000 per occurrence and $10,000,000 in the aggregate, and with respect to each QE (x) for the period of time prior to January 1, 2027, in the minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate, and (y) on after January 1, 2027, in the minimum amount of $10,000,000 per occurrence and $10,000,000 in the aggregate.

I   (iii)   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 the Department with respect to the SHIN-NY, including, without limitation, workers' compensation insurance and disability insurance.

(b)   Subject to Section 16.11, 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:

(i)   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 claims or causes of action arising out of or relating to this SCPA.

(ii)   Cyber Liability Insurance in the amount commercially reasonable and necessary, to the extent permitted by the SHIN-NY SOPs and as approved by such Participant's governing board, to insure itself and its officers, directors, and employees against third-party claims or causes of action arising out of such Participant's participation in the SHIN-

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NY, including, without limitation, its obligations thereunder and its obligations pursuant to this SCPA.

(iii)   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.

(c)   In the event of termination of an HIN's or 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 SCPA 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.

(d)   Upon request by Participant, each HIN shall provide to Participant certificate(s) of insurance evidencing such coverage required to be maintained pursuant to this SCPA and copies of its insurance binders and insurance policies.

(e)   Upon request by Selected HIN, Participant shall provide to Selected HIN certificate(s) of insurance evidencing such coverage required to be maintained pursuant to this SCPA and copies of its insurance binders and insurance policies. Participant acknowledges and agrees that Selected HIN shall have the right to provide such certificate(s) and copies of insurance binders and insurance policies to any other HIN upon such other HIN's request and if such Selected HIN protects the confidentiality of such information in accordance with Section 13.

(f)   Each HIN shall provide Participant 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 SCPA.

(g)   Participant shall provide Selected 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 SCPA.

(h)   The insurance coverage required under this SCPA may be provided through one or more commercial insurance policies, through a self-insurance fund to the extent permitted under the SHIN-NY SOPs, or through a combination of commercial and self-insurance.

(i)   All insurance policies required to be carried by each Party shall be primary and any insurance maintained by the other Parties, and any insurance maintained by any HIN that is not Selected HIN, shall be 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 Party 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 Parties mutually intend that it not be given effect.

(j)   Each Party 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 any other Party based on any loss or liability insured against or under the foregoing insurance;

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provided, however, that the Parties intend that this provision be enforced only to the extent that enforcement does not relinquish or diminish any rights of any Party to coverage under any of the insurance policies required to be obtained and maintained pursuant to this SCPA. Each Party 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.

16. GENERAL.

16.1 Amendments; HIN-Specific Modifications.

(a) Amendments. This SCPA may be amended in accordance with the Statewide Collaboration Process. If an amendment to this 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. Notwithstanding the foregoing, if Participant objects to a material change to the SHIN-NY SOPs or this SCPA that affects a material right or obligation of Participant under this SCPA, Participant may request reconsideration of such material change by sending notice of such request to NYeC.

(b) Amendments to Appendix A of the BAA. Appendix A of the BAA ("Confidentiality Provisions Related to Medicaid Confidential Data") may be amended from time to time as required by the Department. All such amendments shall be posted publicly or otherwise made available at least thirty (30) days before they take effect.

(c) HIN-Specific Modifications. Notwithstanding anything in this SCPA or the SHIN-NY SOPs to the contrary, upon the applicable Parties' signed mutual written agreement, Participant and one or more HINs may modify only certain terms of this SCPA as set forth below, and only as permitted by and in accordance with applicable law and this Section 16.1(c); provided that no such modification shall conflict with any of the SHIN-NY SOPs, the statewide purposes of this SCPA and the SHIN-NY, or the statewide nature of sharing of SHIN-NY Data between and among SHIN-NY participants, or otherwise affect the rights of any other HIN except as agreed to in writing by such other HIN and permitted by this SCPA; and provided further that such modified terms shall be effective only as to Participant and such HINs who are party to the modification:

(i) With respect to Section 14, to set forth terms for the Parties to submit a Dispute to any alternative mechanism of dispute resolution in place of or in addition to one or more of the mechanisms specified in Section 14.1 and Section 14.2;

(ii) With respect to Section 7.11, Section 15.1, Section 15.2, Section 15.3, Section 15.4, and Section 15.5, to modify or replace any term or provision of any such Section, or any such Section in its entirety, provided that no such amendment shall affect the rights of any other HIN except as agreed to in writing by such other HIN;

(iii) With respect to Section 15.8, to set forth insurance policy limits for any coverage type set forth therein, with respect to an HIN, in amounts exceeding the minimum

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amounts set forth therein, and with respect to Participant, in any particular amount specified by the Parties;

(iv)   With respect to <u>Section 16.11</u>, to set forth a specific exclusive venue for any legal action, suit or proceeding; and/or

(v)   With respect to the BAA attached to this SCPA, any terms relating to: (1) additional Safeguards with which an HIN must comply, including those required under 10 N.Y.C.R.R. § 405.46, and any representations and warranties that an HIN or Participant must make with respect to such Safeguards, (2) the time period by which an HIN must report any Data Breaches or Security Incidents to Participant, and (3) the information that an HIN must report to Participant with respect to any Data Breaches or Security Incidents; provided, for each of (1) through (3) herein.

(d)   The terms of any modification pursuant to <u>Section 16.1(b)</u> shall not conflict with the terms of this SCPA and to the extent any term of such a modification conflicts with any term of this SCPA, such term of the amendment shall be null and void and severable from the rest of the modification and this SCPA.

(e)   Each HIN shall and Participant shall promptly produce a copy of any of its modifications made pursuant to <u>Section 16.1(b)</u> upon NYeC's request and in the event that such HIN and Participant have agreed to terms in any such modification that do not comply with the requirements of <u>Sections 16.1(b)</u> or <u>(c)</u>, the Parties agree that NYeC may avail itself of any applicable remedy available to it under QEPA and/or the Funding Agreement.

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

16.3   Assignment. Participant may only assign this SCPA upon Selected HIN's prior written consent, which may be withheld in Selected HIN's reasonable discretion. An HIN may assign this SCPA only upon Participant's and NYeC's written consent, provided that Participant's consent is not required for Selected HIN's assignment to another HIN following a merger with, acquisition by or other combination with such other HIN.

16.4   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

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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 the Department 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 (including, as applicable, those set forth at 10 N.Y.C.R.R. § 405.46) to which an HIN and Participant are subject).

16.5   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 Parties, except as otherwise expressly provided herein.

16.6   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 an HIN and/or Participant as a result of a failure of software or hardware of such HIN and/or Participant. 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.

16.7   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.

16.8   Notices. Any notice, demand or communication required, permitted or desired to be given hereunder, unless otherwise stated, shall be deemed effectively given when personally

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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 16.8) 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 its Election Schedule. Notwithstanding the foregoing, any notice of breach or termination must be sent by the method specified in clause (b) or (c) of this Section 16.8. 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.

16.9   **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.

16.10   **Governing Law**. This 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.

16.11   **Government Participants**. The applicability of the terms of this SCPA and the SHIN-NY SOPs to Government Participants are subject to applicable law. To the extent the application of such terms to a Government Participant conflict with applicable law, including but not limited to terms related to indemnification, insurance, or dispute resolution, applicable law shall control. Participant, if a Government Participant, does not waive sovereign immunity by executing this SCPA.

16.12   **Execution**. This SCPA may be executed in one or more counterparts, all of which, when taken together, shall constitute one and the same instrument. Each HIN and Participant shall each execute this SCPA by signing on the Election Schedule. An electronic signature that complies with applicable law 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.

16.13   **Conflicts**. In the event of any conflict between this SCPA, the SHIN-NY SOPs, the BAA between Selected HIN and Participant, or any other agreement entered into by an HIN and Participant, the order of precedence of such documents shall be as follows: (1) the BAA between Selected HIN and Participant (except to the extent the BAA has been modified in violation of Section 16.1), (2) this SCPA, (3) the SHIN-NY SOPs, and (4) any other agreement entered into by an HIN and Participant.

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EXHIBIT A

FORM ELECTION SCHEDULE

Reference is hereby made to that certain Statewide Common Participation Agreement ("SCPA") by and between Participant named below and each HIN set forth below. The undersigned hereby acknowledges that it has received and reviewed a complete copy of this SCPA and agrees that upon execution of this Exhibit A,   shall become a party to this SCPA and shall be fully bound by, and subject to, all of the covenants, terms and conditions of this SCPA as a party thereto.

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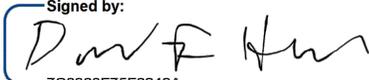
PARTICIPANT

                     :

Signature: _____

Name: : _____

Title: : _____

Address: _____

Email: : _____

HEALTH INFORMATION NETWORKS

New York eHealth Collaborative, Inc.:

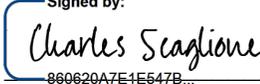**Signature**: _Signed by: [signature] 7C6360F75F6249A..._

Name: David Horrocks

Title: Chief Executive Officer

Address: 99 Washington Ave, Suite 1750, Albany NY 12210

Email: dhorrocks@nyehealth.org

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Bronx RHIO, Inc.:

Signature: Charles Scaglione
860620A7E1E547B...

Name: Charles Scaglione

Title: Executive Director

Address: 1776 Eastchester Rd., Suite 200, Bronx, NY 10461

Email: cscaglio@bronxrhio.org

Greater Rochester Regional Health Information Organization:

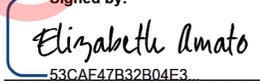Signature: Marlene Bessette
1C0BED249BB7489

Name: Marlene Bessette

Title: CEO

Address: 200 Canal View Blvd, Ste 200 Rochester, NY 14623

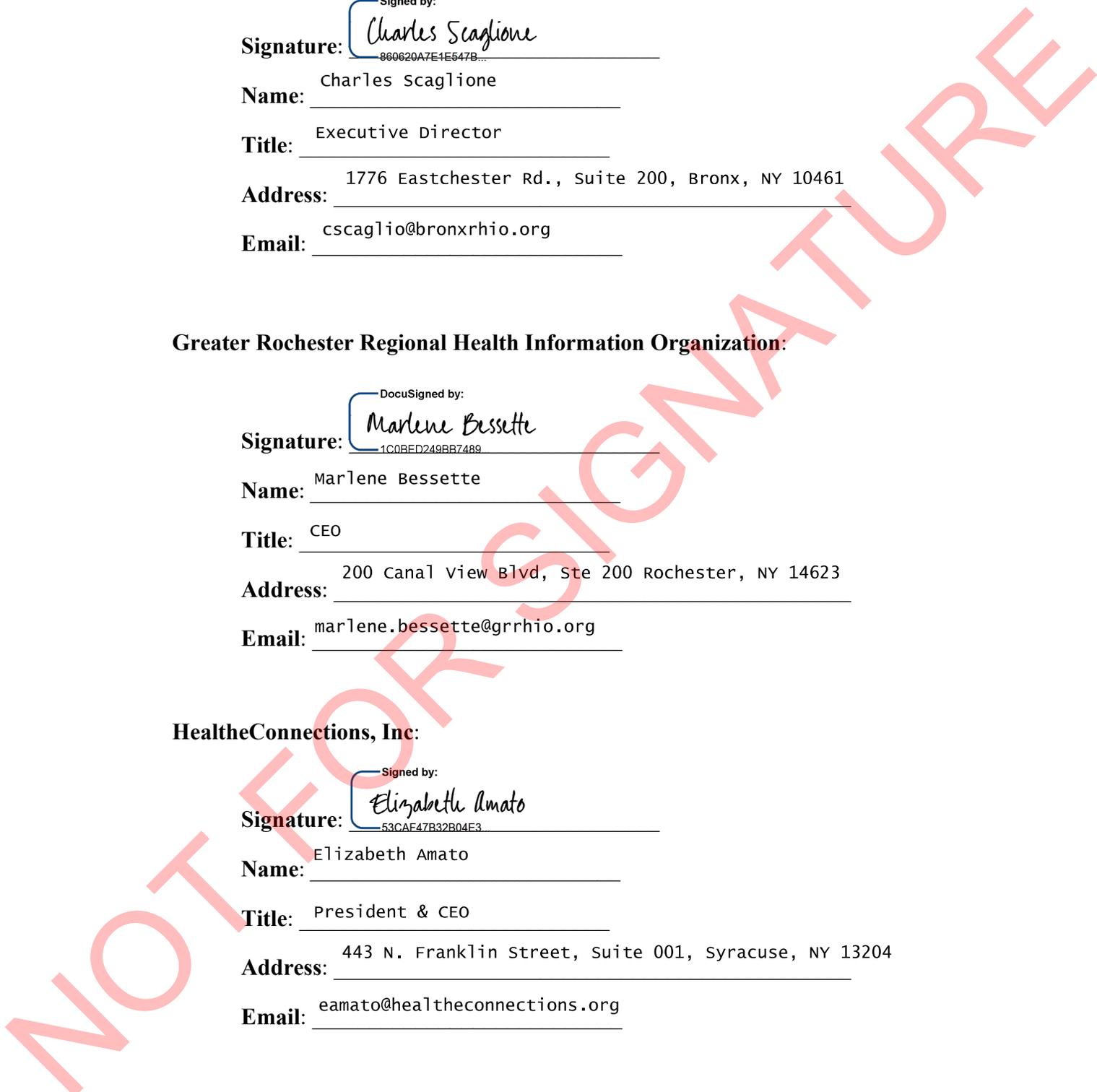Email: marlene.bessette@grrhio.org

HealtheConnections, Inc:

Signature: Elizabeth Amato
53CAF47B32B04E3
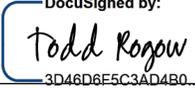
Name: Elizabeth Amato

Title: President & CEO

Address: 443 N. Franklin Street, Suite 001, Syracuse, NY 13204

Email: eamato@healtheconnections.org

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Healthix, Inc.:

Signature: *Todd Rogow*
3D46D6F5C3AD4B0...

Name: Todd Rogow

Title: President & CEO

Address: 462 7th Ave, New York, NY 10018

Email: trogow@healthix.org

Healthcare Information Xchange of New York, Inc. (d/b/a Hixny):

Signature: *Mark McKinney*
5A9A2FA53E4E4E1...
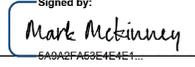
Name: Mark McKinney

Title: CEO

Address: 80 Wolf Road, Suite 500, Albany NY 12205

Email: mmckinney@hixny.org

HEALTHeLINK, Inc:

Signature: *Dan Porreca*
0772022E099A49A...

Name: Dan Porreca

Title: President & CEO

Address: 2475 George Urban Blvd, Suite 202, Depew NY 14043

Email: dporreca@wnyhealthelink.com

PARTICIPANT TO CHECK ONE:

☐ Participant is executing this SCPA and does not currently have a Designated HIN under a separate Election Form or filling such substantially similar roles under a Prior Agreement.

☐ Participant is executing this SCPA, at least in part, to effectuate its switch from its current Designated HIN to the Designated HIN set forth in fields (2) or (3) below, as applicable.

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PARTICIPANT INFORMATION AND HIN SELECTION

(1) REQUIRED: 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
- ☐ New York State Department of Health or its contractor (an Eligible NYeC Participant)
- ☐ Other

(2)   REQUIRED: Selection of Designated HIN

Select one and only one of the following:

- ☐ Bronx RHIO
- ☐ Greater Rochester Regional Health Information Organization
- ☐ HealtheConnections, Inc.
- ☐ Healthix
- ☐ Healthcare Information Xchange of New York d/b/a Hixny
- ☐ HealtheLink

Note: The selected Designated HIN is required to provide or arrange for the provision of Required Participant Services to you free of charge.

(3)   OPTIONAL: Selection of Additional HIN(s)

You may select none, one, or more than one of the following:

- ☐ Bronx RHIO
- ☐ Greater Rochester Regional Health Information Organization
- ☐ HealtheConnections, Inc.
- ☐ Healthix
- ☐ Healthcare Information Xchange of New York d/b/a Hixny
- ☐ HealtheLink

Note: Only make a selection if you would like to receive Required Participant Services from any HIN other than the Designated HIN you selected in (2) above. Any selected Additional HINs are not required to provide services to you unless you separately reach agreement on any fees required for such services.

(4)   OPTIONAL: Selection of VAS HIN(s)

You may select none, one, or more than one of the following:

- ☐ Bronx RHIO
- ☐ Greater Rochester Regional Health Information Organization
- ☐ HealtheConnections, Inc.
- ☐ Healthix
- ☐ Healthcare Information Xchange of New York d/b/a Hixny
- ☐ HealtheLink
- ☐ New York eHealth Collaborative (Eligible NYeC Participants only)

Note: Only make a selection if you would like to receive Value-Added Services from an HIN. Any selected VAS HINs are not required to provide Value-Added Services to you unless you separately reach agreement on any fees required for such services and you agree on the scope of such services. You may select the "New York eHealth Collaborative" only if you are an Eligible NYeC Participant.

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EXHIBIT B

ANTICIPATED SHIN-NY SOPs

1. Privacy and Security Policies and Procedures

2. SDI Data Use Approval Process

3. Required 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 N.Y.C.R.R. § 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. Statewide Collaboration Process

11. QE Organizational Characteristics Requirements

12. QE Participant Member-Facing Services

13. 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.

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BUSINESS ASSOCIATE AGREEMENT

In connection with the Underlying Contact (as defined below), which requires certain selected 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) "**DOH**" means the New York State Department of Health.

   g) "**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.

   h) "**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.

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i) "**Medicaid Confidential Data**" or "**MCD**" means any information or data received directly or indirectly from the DOH about individuals who have applied for or received Medicaid benefits, including Medicaid claims data, names and addresses, diagnoses, medical services, and other personally identifiable information about Medicaid beneficiaries or Medicaid applicants. MCD may include PHI.

j) "**Part 2 Program**" has the same meaning as the term "Part 2 Program" as defined in 42 C.F.R. § 2.11.

k) "**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.

l) "**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.

m) "**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.

n) "**Required By Law**" has the same meaning as the term "Required by Law" as defined in 45 C.F.R. § 164.103.

o) "**Secretary**" means the Secretary of the Department of Health and Human Services or their designee.

p) "**Security Incident**" has the same meaning as the term "Security Incident" as defined in 45 C.F.R. § 164.304.

q) "**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.

r) "**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.

s) "**Statewide Collaboration Process**" has the same meaning as the term "Statewide Collaboration Process" as defined in the Underlying Contract.

t) "**Subcontractor**" has the same meaning as the term "Subcontractor" as defined in 45 C.F.R. § 160.103.

u) "**Underlying Contract**" means the Statewide Common Participation Agreement entered into by and between Business Associate and Covered Entity.

v) "**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.

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w) "**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

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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, including the cause of such 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 Covered Entity with access, at the request of Covered Entity, to PHI in a Designated Record Set within seven (7) Business Days after Covered Entity requests access to such PHI. Any such access shall be provided in the manner necessary to enable Covered Entity to meet applicable requirements under 45 C.F.R. § 164.524.

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 Covered Entity directs within seven (7) Business Days after Covered Entity directs Business Associate to make such amendment. Any such amendment shall be made in the manner necessary to enable Covered Entity to meet applicable requirements under 45 C.F.R. § 164.526.

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) <u>Disclosure for Administration of Business Associate.</u> 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)   <u>Privacy Notice.</u> 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)   <u>Changes of Permission of Individual.</u> 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)   <u>Restrictions on Use or Disclosure.</u> 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)   <u>Permissible Requests by Covered Entity</u>. 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.   MEDICAID CONFIDENTIAL DATA.

a)   <u>Applicability</u>. If a Party discloses MCD to the other Party, the Parties shall abide by the requirements of Appendix A.

6.   QUALIFIED SERVICE ORGANIZATION AGREEMENT

a)   <u>Applicability.</u> The provisions of this Section 6 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)   <u>Part 2 Acknowledgment.</u> 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.

7.   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 7(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.

8.   INDEMNIFICATION.

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

9.   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]

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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.

<u>**PARTICIPANT**</u>

[   ]:

Signature: _____

Name: : _____

Title: : _____

Address: _____

Email: : _____

<u>**HEALTH INFORMATION NETWORKS**</u>

New York eHealth Collaborative, Inc.:

Signed by:

Signature: _____ 7C6360F75F6249A...

Name: David Horrocks

Title: Chief Executive Officer

Address: 99 Washington Ave., Suite 1750
Albany, NY 12210 _____

Email: dhorrocks@nyehealth.org _____

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Bronx RHIO, Inc.:

Signed by:

Signature: _Kathryn Miller_
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Title: COO

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Email: kmiller@bronxrhio.org

Greater Rochester Regional Health Information Organization:

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Signature: _Marlene Bessette_
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HealtheConnections, Inc.:

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Email: eamato@healtheconnections.org

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Healthix, Inc.:

DocuSigned by:

Todd Rogow

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Address: 462 7th Ave.
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Email: trogow@healthix.org

Healthcare Information Xchange of New York, Inc. (d/b/a Hixny):

Signed by:

Mark McKinney

Signature: _____ 5A9A2FA53E4E4E1...

Name: Mark McKinney

Title: CEO

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HEALTHeLINK, Inc:

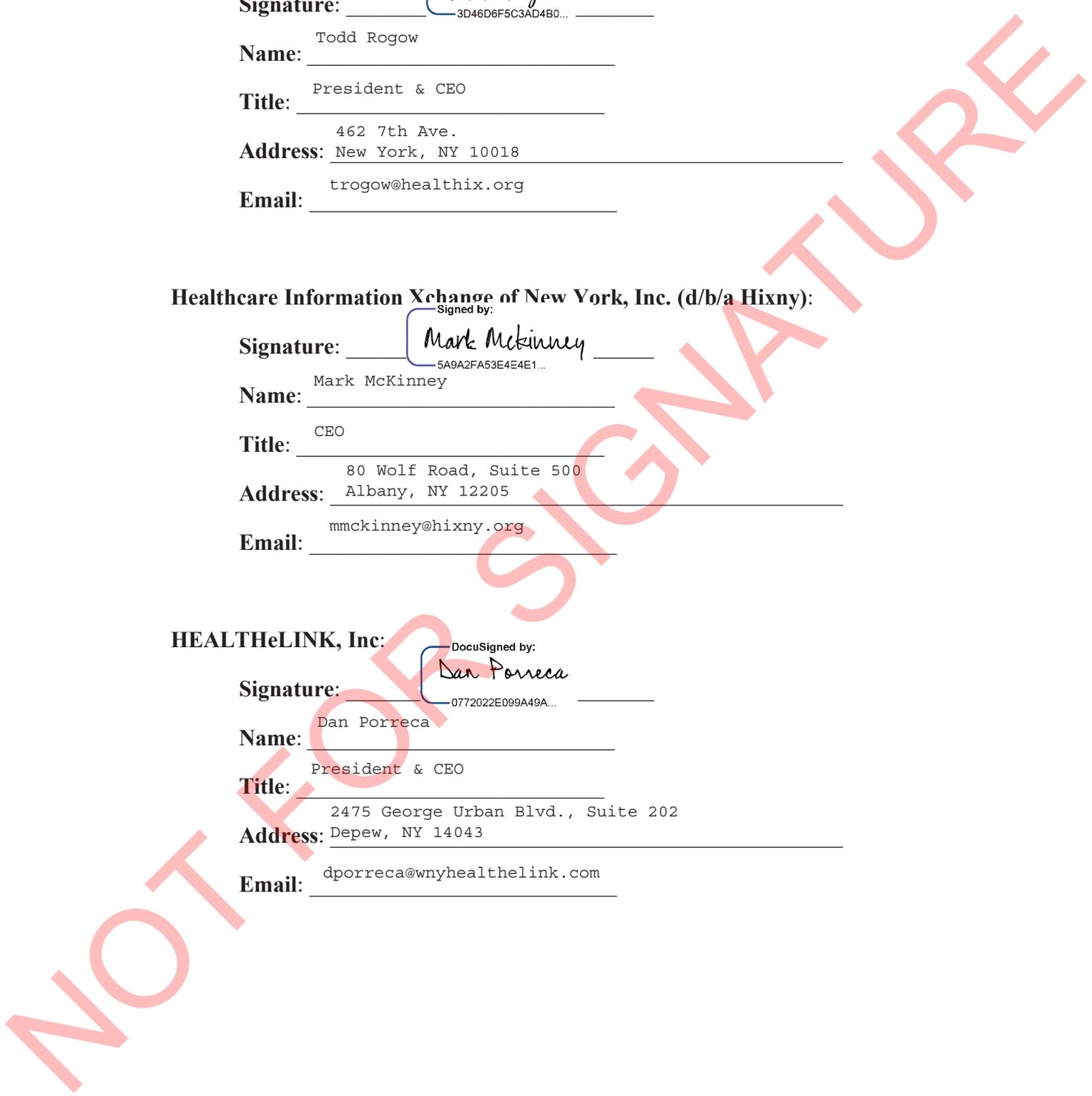DocuSigned by:

Dan Porreca

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NOT FOR SIGNATURE

APPENDIX A: CONFIDENTIALITY PROVISIONS RELATED TO MEDICAID CONFIDENTIAL DATA

Medicaid Confidential Data/Protected Health Information includes all information about a Medicaid recipient or applicant, including enrollment information, eligibility data and protected health information.

You must comply with the following state and federal laws and regulations:

- Section 367b(4) of the NY Social Services Law
- New York State Social Services Law Section 369 (4)
- Article 27-F of the New York Public Health Law & 18 NYCRR 360-8.1
- Social Security Act,42 USC 1396a (a)(7)
- Federal regulations at 42 CFR 431.302, 42 C.F.R. Part 2
- The Health Insurance Portability and Accountability act (HIPAA), at 45 CFR Parts 160 and 164
- NYS Mental Hygiene Law Section 33.13
- NY Civil Rights Law 79-L

Please note that MCD released to you may contain AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law. As required by New York Public Health Law Section 2782(5), the following notice is provided to you:

> "This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for the release for further disclosure."

Alcohol and Substance Abuse Related Confidentiality Restrictions:

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

You agree to ensure that you and any agent, including a subcontractor, to whom you provide MCD/PHI, agrees to the same restrictions and conditions that apply throughout this Agreement. Further, you agree to state in any such agreement, contract or document that the part to whom you are providing the MCD/PHI may not further disclose it without the prior written approval of the New York State Department of Health. You agree to include the notices preceding, as well as references to statutory and regulatory citations set forth above, in any agreement, contract or document that you enter into that involves MCD/PHI.

ANY AGREEMENT, CONTRACT OR DOCUMENT WITH A SUBCONTRACTOR MUST CONTAIN ALL OF THE ABOVE PROVISIONS PERTAINING TO

CONFIDENTIALITY. IT MUST CONTAIN THE HIV/AIDS NOTICE AS WELL AS A STATEMENT THAT THE SUBCONTRACTOR MAY NOT USE OR DISCLOSE THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF THE NYSDOH.

NOT FOR SIGNATURE

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 (the Department) "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 the Department 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 the Department. Outputs of the SCP are formalized as SHIN-NY Standard Operating Procedures (SOPs), documents that 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 the Department 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 the Department, NYeC and/or the NYeC Board of Directors in support of the SCP. However, these entities' roles in

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

the SCP are not 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 SHINY-NY statewide data infrastructure (SDI) 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 SDI 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

New York State Department of Health (the Department) has decision-making authority for all SHIN-NY policy guidance and standards developed through the SCP. Through its public-private partnership with NYeC, the Department 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. The Department 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 (the Board) reviews all recommendations on SHIN-NY policy guidance and standards changes made through the SCP, prior to the Department 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 the Department periodically, or upon

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

request. Through its Nominating Committee, the 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 the Department.

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. NYeC staff shall also issue a public call for committee member nominations in advance of the NYeC Nominating Committee meeting; whenever practicable, a call will remain open for 30 days. Appointments to ad hoc SCP committees shall be managed on a case-by-case basis at the discretion of the NYeC Board and the Department, 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. The Department shall consider SHIN-NY policy guidance and standards recommendations made through the SCP and may accept or reject such 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 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/or through updates made by NYeC with QE input and approved by the Department. All subsequent amendments shall follow the procedure described below ("Review and amendment of existing SHIN-NY SOPs").

Table 1.1, below, lists the legacy and new SHIN-NY SOPs and indicates the entity principally responsible for each.

SHIN-NY SOP	Type	Principally Responsible SCP Committee or Entity
State-Funded Participant Services Requirements for both QEs and NYeC (modification of existing Qualified Entity Minimum Technical Core Services 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

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[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)

Statewide Collaboration Process

SHIN-NY SOP	Type	Principally Responsible SCP Committee or Entity
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
Requirements for SDI Waiver Recipients Under 10 NYCRR §300.6	New	NYeC and/or the Department
Statewide Collaboration Process	New	NYeC and/or the Department
Oversight & Enforcement Policies and Procedures for QEs	Legacy	NYeC and/or the Department
Qualified Entity Organizational Characteristics Requirements	Legacy	NYeC and/or the Department

As indicated in Table 1.1, development of new SHIN-NY SOPs will be managed through SCP committees, and directed by the committee Chairs, or through NYeC and/or the Department. Each SCP committee or entity will develop 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.

For SHIN-NY SOPs managed through SCP committees, the Chair of the SCP committee that drafted a new SOP will present the draft to the NYeC Board for review and approval and will manage requested revisions. NYeC Board approval shall be documented in Board meeting minutes. Following NYeC Board approval, the new SOP will be shared with the Department for review and approval. Following the Department's 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 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 address such request through the Committee, or refer the request to the SDUC, TAC, NYeC and/or NYS DOH, 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 the Department. The NYeC Board shall consider such referrals and make a recommendation to the Department for or against the creation of the additional SOP. Recommendations in favor shall include a recommended SCP committee or other entity (e.g., NYeC or a SHIN-NY work team) that shall

be responsible for the new SOP. Final determinations on additional SOP proposals will be made by the Department in its sole discretion, and these determinations will be documented in the appropriate committee meeting materials in order to ensure public disclosure.

For SHIN-NY SOPs managed through NYeC and/or the Department new SOPs drafted by NYeC will be presented to the appropriate SCP committee and/or to the NYeC Board, as appropriate, for review and approval. Following NYeC Board approval, the new SOP will be shared with the Department for review and approval. Following the Department's approval, NYeC will post or otherwise make the new SOP available to the public.

3. Review and amendment of existing SHIN-NY SOPs

The amendment of SHIN-NY SOPs shall be the responsibility of the SCP committee or entity principally responsible for that SOP 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 committee or entity 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 the Department; SHIN-NY stakeholders may also propose amendments to existing SOPs by submitting a request to the responsible SCP committee's Chair or, for SOPs managed through NYeC and/or the Department to NYeC. The responsible SCP entity must consider all reasonable requests for SOP amendments, as determined by the committee Chair (or their designee) or the entity.

Upon determining that an amendment is needed, the responsible SCP entity 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. For SOPs for which NYeC and/or the Department are responsible, NYeC will present the amendment to the appropriate SCP committee and/or to the NYeC Board for approval. Following NYeC Board approval, the amendment will be shared with the Department for review and approval. Following the Department's 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.

Legacy SOPs that govern QE oversight and enforcement and QE organizational characteristics requirements will be updated by NYeC with input from the QEs, from the SCP Committees, where appropriate, and with the Department's oversight and approval.

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 the Department. The NYeC Board appoints the PC Chair and policy committee 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 the Department 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 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 the Department 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 prior to the establishment and first convening of the TAC.

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

7. Establishment of new SCP committees

The NYeC Board or the Department 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 the Department. 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 committee Chairs 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 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

The Department may, in its sole judgment, dissolve an existing SCP committee. The process for dissolution shall be determined by the Department 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 the Department 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 policy and standards developed through the SCP. SHIN-NY work teams are not primarily responsible for development or amendment of SHIN-NY SOPs; however, SCP committees may request feedback and input from or otherwise coordinate with a work team(s) when developing and/or amending such SOPs. SHIN-NY work teams may, at the direction of the NYeC Board or the Department, lead the development of proposals for new 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 the Department 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 relevant activities of the Group 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 HINs, including NYeC and each QE, shall be the responsibility of NYeC, as the state designated entity and partner of the Department. NYeC is developing the SCPA in partnership with the SHIN-NY PC, the Department, SHIN-NY participants, QEs, and interested health care and social services stakeholders across New York State. NYeC has implemented 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 period process on the SCPA. NYeC reviewed and analyzed all public comments received through this process and incorporated public comments into the SCPA as determined to be appropriate or necessary to implement the SHIN-NY regulations. The final SCPA was approved by the NYeC Board on February 28, 2025 and by the Department on April 2, 2025. The NYeC Board and the Department will monitor implementation of the SCPA based upon

progress updates provided by NYeC staff and through feedback provided by SHIN-NY stakeholders.

12. Amendments to the 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 the Department. 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 the Department, 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 and that are posted on the NYeC website for public access.

Amendment Procedures

This SCP 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 the Department. 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 or entity work shall be made available on NYeC's website (www.nyehealth.org).

SHIN-NY standing and ad hoc work teams may, but are not required to, make their work products available on a case-by-case basis at the discretion of NYeC and the Department. In these cases, such documentation will be made available on NYeC's website (www.nyehealth.org).

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

Attachments

- SHIN-NY Policy Committee Charter as last amended and approved by the NYeC Board on February 4, 2025.
- Statewide Data Use Committee Charter (as approved by the NYeC Board on January 2, 2025)
- Technical Advisory Committee Charter (as approved by the NYeC Board on January 15, 2025)
- SHIN-NY SOP Template

Version History

Version Number	Date Adopted	Summary of Action/Changes
1.0	4/01/25	Approved by NYeC Board
	4/02/25	Approved by NYS Department of Health

NEW YORK eHEALTH COLLABORATIVE, INC.

Charter of the SHIN-NY Policy Committee

As Amended and Adopted at the February, 4 2025 Board Meeting

Introduction

In 2024, amendments to the SHIN-NY Regulation 10 NYCRR § 300.3(a) and (b) acknowledged the need for a more comprehensive and transparent Statewide Collaboration Process (SCP). The updated regulation authorizes the establishment of other committees, in addition to the SHIN-NY Policy Committee, to provide governance for the development of technical standards for interoperability and data sharing as well as requirements and procedures for data use and disclosure using the statewide data infrastructure. In that context, two new SHIN-NY Governance Committees have been formed: a Technical Advisory Committee (TAC)and a Statewide Data Use Committee (SDUC). These three governance committees will make policy and standards recommendations to the NYeC Board of Directors for approval and submission to the New York State Department of Health for final review and approval.

Activities of the SHIN-NY Policy Committee will remain largely the same with some additional modifications as reflected in this Charter document. 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 New York State 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 establish privacy and security policies that comport with existing laws. 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.   PURPOSE

The development and maintenance of privacy and security policies for the SHIN-NY is designated to the Committee by the NY State Department of Health under the statewide collaboration process. 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. Members shall be appointed by the NYeC Board of Directors from a slate submitted by the NYeC Nominating Committee at any meeting of the NYeC Board of Directors.

Committee members shall be appointed by the NYeC Board of Directors 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 their 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, state healthcare associations, security experts and health care policy experts. Membership should be representative and 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 four (4) general hospitals or health care facilities which are required to contribute data to the SHIN-NY, or their representative(s), which may include state hospital associations
- A minimum of two (2) local health departments which utilize or intend to utilize QE or SHIN-NY data
- A minimum of one (1) community-based or human services organization which utilizes or intends to utilize QE or SHIN-NY data
- A minimum of one (1) health plan which utilizes or intends to utilize QE or SHIN-NY data
- At least one (1) member representing an entity coordinating health-related social need services pursuant to the State's Medicaid program
- A minimum of one (1) other provider organization of a type not otherwise represented above (e.g., primary care practice, LTC)
- A minimum of one (1) consumer and/or consumer advocate.
- A minimum of two (2) Qualified Entities (QEs)

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 QE Leadership Team representative, and a minimum of one (1) representative from each of the following stakeholder entities: NYS OMH, OASAS, OPWDD, NYDOHMH, and other relevant stakeholder entities.

Ex officio members of the Committee have input into policy discussions as part of the regular Policy Committee meetings. They 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 Chair 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. Committee meetings may be held as conference call meetings via Teams or Zoom. 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.

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 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.
7. Provide policy input as needed for the work of the Technical Advisory Committee (TAC) and the Statewide Data Use Committee (SDUC).

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.
- Actively participate in ad hoc workgroups as needed.

- 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.

NEW YORK eHEALTH COLLABORATIVE, INC.

Charter of the SHIN-NY Statewide Data Use Committee

As Adopted on January 2, 2025

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.

Membership: In addition to the SDUC Chair, the SDUC will have up to eight (8) voting members as below:
- Up to two (2) representatives of health care entities subject to SHIN-NY regulations, which may include state hospital associations

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- Up to two (2) Qualified Entity (QE) representatives 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
- Up to two (2) consumer or patient advocates
- 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 shall disclose their conflicts of interest with relevance to SDUC activities. Members may be required, in their judgement or in the judgement of the Chair, to recuse themselves from particular data use case adjudication decisions.

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, a similar public call for committee member nominations will be issued by NYeC staff; wherever practicable, a call will remain open for 30 days. Nominations received through this call will be forwarded to the Nominating Committee for consideration. SDUC members may also 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 successive 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. The SDUC will keep meeting minutes which will be made available to the public via the NYeC website following each meeting.

A majority of the members of the SDUC shall constitute a quorum for a meeting, and the affirmative vote of a majority of members present at a meeting at which a quorum is present shall constitute the action of the Committee. The Committee may also act by unanimous written consent of its members (including by e-mail), or in such other manner as may be prescribed in the applicable SHIN-NY standard operating procedures (SOPs).

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

1) Periodically review and assess the adequacy of this Charter and recommend revisions to the NYeC Board, per the process described in SOPs;
2) Develop and amend SOPs 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
3) Adjudicate data use requests consistent with the SHIN-NY SOPs.

Upon formation, the SDUC will establish a workplan for delivering on items (1) and (2), 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 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.

When the SCPA becomes effective, the SDUC will adjudicate data use requests as specified in the SOPs developed and approved per item (2). The SDUC may make one of three determinations with respect to a data use request: approve, revise and resubmit, or reject. 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 the effective date of the SCPA; 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 and SDI adherence to the SOPs and SDI operationalization of approved data use cases will be provided through regular monitoring and periodic audits of approved use cases by an independent third-party auditor engaged by NYeC ("the auditor"). Determinations or reports made by the auditor will be subject to approval by the Audit & Compliance Committee of the NYeC Board. Determinations or reports made by the auditor and approved by the Audit & Compliance Committee will be binding on NYeC. 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 in developing SHIN-NY SOPs. The Chair will also brief the Audit & Compliance Committee and NYeC Board intermittently on the data use request pipeline, including average initial response and adjudication times.

SDUC approvals and denials of data use case requests are 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 of the SDUC's use case summary memo approving or rejecting a use case. In the event of an appeal, the SDUC will refer the matter to the auditor for review.

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

During the pendency of any appeal, NYeC may begin work to design specifications and conduct testing with regard to the use case, provided that, except in the case of a state or local public health emergency or state disaster emergency, the use case shall not be fulfilled from the SDI and no data shall be provided to the requester from the SDI unless and until such appeal is resolved and approval of the use case is affirmed.

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.

NEW YORK eHEALTH COLLABORATIVE, INC.

Charter of the SHIN-NY Technical Advisory Committee

As Adopted on January 15, 2025

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 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.

Consistent technical standards for interoperability and data sharing will provide benefit to QEs and SHIN-NY Participants in their use of health information exchange. Moreover, 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. Consistent technical standards for the SHIN-NY are also necessary as the central functions of the SHIN-NY evolve towards public health and Medicaid.

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.

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 shall serve a term(s) of three (3) years and shall 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: In addition to the TAC Chair, the TAC will have up to ten (10) voting members as below:
- 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
- A minimum of two (2) representatives from the QEs with technology and interoperability experience
- A minimum of one (1) subject matter expert (state or national) who specializes in federal data collection and interoperability standards
- A minimum of 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.

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, a similar public call for committee member nominations will be issued by NYeC staff; wherever practicable, a call will remain open for 30 days. Nominations received through this call will be forwarded to the Nominating Committee for consideration. TAC members may also 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 successive 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 at a frequency determined by the Chair, but no less than quarterly. TAC members will participate in meeting pre-work and offline review of materials between scheduled meetings as needed. 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. The TAC will keep meeting minutes which will be made available to the public via the NYeC website following each meeting.

A majority of the members of the TAC shall constitute a quorum for a meeting, and the affirmative vote of a majority of members present at a meeting at which a quorum is present shall constitute the action of the Committee. The Committee may also act by unanimous written consent of its members (including by e-mail), or in such other manner as may be prescribed in the applicable SHIN-NY SOPs.

Committee Functions: The TAC will 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).

SOP Template
Insert SOP Title Here

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

Introduction

Pursuant to the Statewide Common Participation Agreement (SCPA), each SHIN-NY Participant must select a Designated HIN and may also select one or more Additional HIN(s) or Value-Added Services HIN(s) (or VAS HIN) on the Election Schedule in accordance with this Standard Operating Procedure.

Purpose, Scope and Intended Audience

This SHIN-NY SOP identifies the process and timeframe by which SHIN-NY Participants will make HIN selections, or changes to such selections, on the Election Schedule.

Definitions

All underlined terms in this SHIN-NY SOP are defined in the *SCPA and SHIN-NY SOPs Glossary*, which is available here: SCPA and SHIN-NY SOPs Glossary.

Procedures

Each SHIN-NY Participant must select one Designated HIN. The Designated HIN is the HIN to which Participant will Contribute Core SHIN-NY Data and the HIN that is required to provide or arrange for the provision of Required Participant Services to Participant free of charge. Participant may change its Designated HIN in accordance with this SOP.

Each SHIN-NY Participant may also select one or more Additional HIN(s). An Additional HIN could be selected if the Participant would like to receive Required Participant Services from any HIN other than the Designated HIN. Any selected Additional HINs are not required to provide services to a Participant unless the Participant separately reaches agreement on any fees that may be required for such services.[1] Participant may change its Additional HIN(s) in accordance with this SOP.

Each SHIN-NY Participant may also select one or more VAS HIN(s). A VAS HIN could be selected if the Participant would like to receive Value-Added Services from that HIN. Any selected VAS HINs are not required to provide Value-Added Services to Participant unless the Participant separately reaches agreement on any fees that may be required for such services and agrees on the scope of such services.[2] NYeC may be selected as a VAS HIN only by Eligible NYeC Participants. Participant may change its VAS HIN(s) in accordance with this SOP.

The process for making initial selections and subsequent changes to such elections on the Election Schedule will include the following:

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[1] Additional HINs may, but are not required to, charge for services provided to SHIN-NY Participants.

[2] Value-Added Services HINs may, but are not required to, charge for Value-Added Services provided to SHIN-NY Participants

1. **Election Schedule Distribution & Access:** Beginning in April 2025, NYeC will distribute the SCPA (including the Election Schedule to all SHIN-NY Participants via DocuSign[3] for their review, execution, and initial HIN election ("Initial Election"). During its Initial Election, a SHIN-NY Participant is required to select its Designated HIN. Selection of Additional HIN(s) and VAS HIN(s) during the Initial Election process is optional. After its Initial Election, a SHIN-NY Participant can add an Additional HIN(s) or a VAS HIN(s) or change its prior selection of its Designated HIN, Additional HIN(s) or VAS HIN(s) in accordance with Section 5 of this SOP.

2. **Election Schedule:** The Election Schedule will collect the following information:
   a. Required: Indicate Participant type and category (Regulated Participant (e.g., Article 28 Hospital) or Voluntary Participant (e.g., physician practice, IPA))
   b. Required: Identify any other individuals or entities to be included as a SHIN-NY Participant with signing Participant (e.g., affiliated entities, subsidiaries, "child entities" within a health system)
   c. Required: Select Designated HIN
   d. Optional: Select Additional HIN(s)
   e. Optional: Select Value-Added Services HIN(s)

3. **Initial Election Process:**
   A. When a SHIN-NY Participant makes its Initial Election, a notice of such election ("Initial Election Request") will be sent to the prospective HIN(s) and to NYeC. If Participant does not select its current HIN as its Designated HIN, the Initial Election Request will also be sent to Participant's current HIN.

   B. To the extent necessary to Contribute data to or to access or use the prospective HIN's SHIN-NY Platform or to receive Required Participant Services (or Value-Added Services, if applicable), and to the extent requested by a prospective HIN, Participant shall register with the prospective HIN in accordance with the following:

      i. Participant will provide the prospective HIN with any documents and information requested by the prospective HIN (provided that such request cannot conflict with the SHIN-NY SOPs or the SCPA).
      ii. Participant will register as either a Data Provider or a Data Recipient, or as both, and may only participate in the SHIN-NY in accordance with such registration.

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[3] This SOP describes the initial distribution, execution and HIN selection process for the SCPA. This process may be replaced, and this SOP may be amended, later in 2025 to include a portal-like functionality that SHIN-NY Participants will be able to access to execute the SCPA and make or change their HIN selection(s).

     iii. The prospective HIN may decline to accept Participant's selection for cause, including for following reasons:

       1. Participant's failure to provide adequate documentation and information as requested by prospective HIN

       2. Participant does not meet particular conditions that are needed to connect to prospective HIN, but are not required by the SCPA or the SHIN-NY SOPs (e.g., security requirements)

     iv. The prospective HIN shall reject Participant's selection if:

       1. Participant fails to meet standards applicable to SHIN-NY Participants as set forth in the SHIN-NY SOPs

       2. Participant has been excluded from participation in federally funded health care programs such as Medicare or Medicaid (HHS OIG Exclusion List)

     v. If applicable, during the prospective HIN's registration process, Participant will continue to contribute Core SHIN-NY Data to and/or receive Required Participant Services (or Value-Added Services, if applicable) from the current HIN.

C. At the conclusion of a prospective HIN's registration process:

     i. If the prospective HIN declines to register Participant, (i) the prospective HIN shall notify Participant and all HINs (including NYeC) within 5 business days of such determination and such notice shall include the rationale for such determination; (ii) Participant's Initial Election of such prospective HIN shall be null and void; (iii) Participant may select another prospective HIN in accordance with this SOP; and (iv) if applicable, Participant will continue to contribute Core SHIN-NY Data to and/or receive Required Participant Services (or Value-Added Services, if applicable) from the current HIN until another prospective HIN has accepted Participant's registration.

     ii. If the prospective HIN accepts Participant's registration, the prospective HIN shall notify Participant, the current HIN (if applicable) and NYeC within 5 business days of such determination that it has accepted the Initial Election and the effective date thereof.

D. Participant and the prospective HIN(s), and the current HIN (if applicable), shall cooperate to effectuate Participant's Initial Election in accordance with this SOP.

E. Promptly upon the effective date of the Initial Election of a Designated HIN, Participant who is a Data Provider will Contribute SHIN-NY Data to the new Designated HIN in accordance with the SCPA. The history of prior Contributed data may remain with the former HIN and requested via Other Approved

<u>Network</u> query (if applicable), or transferred to the newly-Designated HIN through an approach acceptable to both HINs.

4. **Initial Election Deadlines:**
    A. Regulated Participants may execute the SCPA and select a Designated HIN on the Election Schedule at any time after the Election Schedule is provided to them (beginning on or about April 1, 2025), but all Regulated Participants must do so on or before **September 30, 2025.**
    B. Voluntary Participants may execute the SCPA and select a Designated HIN (and Additional HIN(s) and Value-Added Services HIN(s)) on the Election Schedule at any time after the Election Schedule is provided to them (beginning in April 2025). There will be a longer period of time for Voluntary Participants to transition to the SCPA and the Election Schedule. This SOP will be updated to provide additional information on this transition process and timeline during 2025.

5. **Changes to the Election Schedule:**
    A. Participants may, but are not required to, change their HIN selections or make new or additional HIN selections on the Election Schedule in accordance with the following:
        i. A Participant that wishes to change its selection of a Designated HIN on the Election Schedule may do so at any time after January 1, 2026. A Participant that wishes to change its selection of an Additional HIN(s) or a VAS HIN(s) or make a new selection of an Additional HIN(s) or a VAS HIN(s) may do so at any time.
        ii. A notice of the request to change selection(s) ("Change Request") will be sent to the current and prospective HINs and to NYeC.
        iii. To the extent necessary to Contribute data to or to access or use the prospective HIN's SHIN-NY Platform or to receive Required Participant Services (or Value-Added Services, if applicable), and to the extent requested by a prospective HIN, Participant shall register with the prospective HIN in accordance with the following:
            1. Participant will provide the prospective HIN with any documents and information requested by the prospective HIN (provided that such request cannot conflict with the SHIN-NY SOPs or the SCPA).
            2. Participant will register as either a <u>Data Provider</u> or a <u>Data Recipient</u>, or as both, and may only participate in the SHIN-NY in accordance with such registration.

history of prior Contributed data may remain with the former selected HIN and requested via <u>Other Approved Network</u> query (if applicable), or transferred to the newly-Designated HIN through an approach acceptable to both HINs.

Amendment Procedures

This SOP shall be reviewed and evaluated by NYeC staff and the SHIN-NY Policy Committee at least once annually beginning with the date on which this SOP was initially approved, 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 SHIN-NY Policy Committee for recommendation to the NYeC Board and NYS DOH. All amendments to this SOP shall be documented in the *Version History* section. NYeC will post or otherwise make the amended SOP available to the public.

Version History

Version Number	Date Adopted	Summary of Action/Changes
1.0	3/24/25	Approved by Policy Committee
	4/01/25	Approved by NYeC Board
	4/02/25	Approved by NYS Department of Health

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 (the Department) "provide, either directly or through contract, [the Statewide Data Infrastructure (the SDI)] and any other SHIN-NY services that the [the Department] 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 the Department.

SHIN-NY participants that have received a waiver from the Department 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 (SDE) 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 the Department 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

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[1] 10 N.Y.C.R.R. § 300.2(c).

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.

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 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 Required 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 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

Authorized Requester means designated staff of QEs, NYeC, or the Department and designated staff of such other entities as may be approved by the SDUC.

Data Lake means a secure data repository that is part of the SDI.

Data Use and Contribution Agreement (DUCA) means the agreement between a QE and NYeC regarding such QE's contribution of data to the Data Lake and QE's and NYeC's use and disclosure of such data.

Data Use Requests means requests for use, disclosure and re-disclosure of Core SDI Data for Public Health Permitted Purposes, Medicaid Permitted Purposes, as well as any future SDI Permitted Purposes that the SDUC may review and approve. Each Data Use Request shall include a detailed explanation of the intended use, disclosure or re-disclosure of Core 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 "purposes related to the administration of the Medicaid program, including but not limited to reporting to support any Social Security Act section 1115 waiver approved by the Centers for Medicare and Medicaid Services."[2]

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,"[3] 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, including but not limited to Core SDI Data (as defined in the SCPA). SDI Data includes data contributed, shared, disclosed, transferred or otherwise made available to NYeC by SHIN-NY participants or the Department pursuant to and in accordance with the SCPA, by QEs pursuant to the QEPA, or by the Department pursuant to DUA. 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;

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[2] 10 N.Y.C.R.R. § 300.1(p).

[3] 10 N.Y.C.R.R. § 300.1(o).

iv. Facilitating the tracking, 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 SHINY-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."[4]

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."[5] 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 the Department with responsibility for the development and amendment of SHIN-NY SOPs (or sections of SOPs) concerning disclosures and uses of data

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[4] 10 N.Y.C.R.R. § 300.1(m).

[5] 10 N.Y.C.R.R. § 300.1(n).

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 Summary Decision Memos 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 the Department has determined represents a significant risk to public health. For instance, a declared public health emergency may trigger Urgent Public Health Surveillance but is not required. It is also possible that Urgent Public Health Surveillance may be required to determine whether a public health emergency should or should not be declared. 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 (as defined above) 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. An Authorized Requester submits to NYeC a Data Use Request that meets the requirements described in the definition of "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; 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).
   c. 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 (including reasons for the denial) 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. NYeC shall endeavor to make such Summary Decision Memo publicly available concurrently with the provision of notice of the SDUC's decision to the requester, but in any event as soon as practicable after such notice is given.

Expedited Review Process: Narrow Data Use Requests

All Narrow Data Use Requests (as defined above) shall be reviewed in accordance with the following procedure:

1. An Authorized 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.
   d. 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.
4. 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.
5. 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 (including reasons for the denial) and shall so notify the SDUC.
6. 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 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.
7. NYeC shall be responsible for making the final Summary Decision Memo publicly available online at www.nyehealth.org. NYeC shall endeavor to make such Summary Decision Memo publicly available concurrently with the provision of notice of the

SDUC's decision to the requester, but in any event as soon as practicable after such notice is given.

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. An Authorized 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 whether the Data Use Request is related to Urgent Public Health Surveillance.
   c. 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.
4. 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.
5. 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. 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.
6. NYeC shall be responsible for making the final Summary Decision Memo publicly available online at www.nyehealth.org. NYeC shall endeavor to make such Summary Decision Memo publicly available concurrently with the provision of notice of the SDUC's decision to the requester, but in any event as soon as practicable after such notice is given.

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. From and after receipt by NYeC of any successful appeal of previously approved Data Use Request (i.e., a previously approved Data Use Request is deemed to be denied), (a) NYeC shall not access, use or disclose SDI Data for the purposes described in the applicable Data Use Request; and (b) NYeC shall provide notice to the applicable requester of the successful appeal and shall request that the requester cease access, use or disclosure of SDI Data for the purposes described in the applicable Data Use Request; provided, however, that except as set forth herein, NYeC shall have no responsibility for any access, use or disclosure of SDI Data by the applicable requester from and after any successful appeal of any previously approved Data Use Request.

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 to the SDUC (or to NYeC staff to provide to the SDUC) for the SDUC's 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 Action/Changes
1.0	3/17/25	Approved by Statewide Data Use Committee
	4/01/25	Approved by NYeC Board
	4/02/25	Approved by NYS Department of Health

Form of Data Use Approval Request

[Attached]

Form of Summary Decision Memo

[Attached]
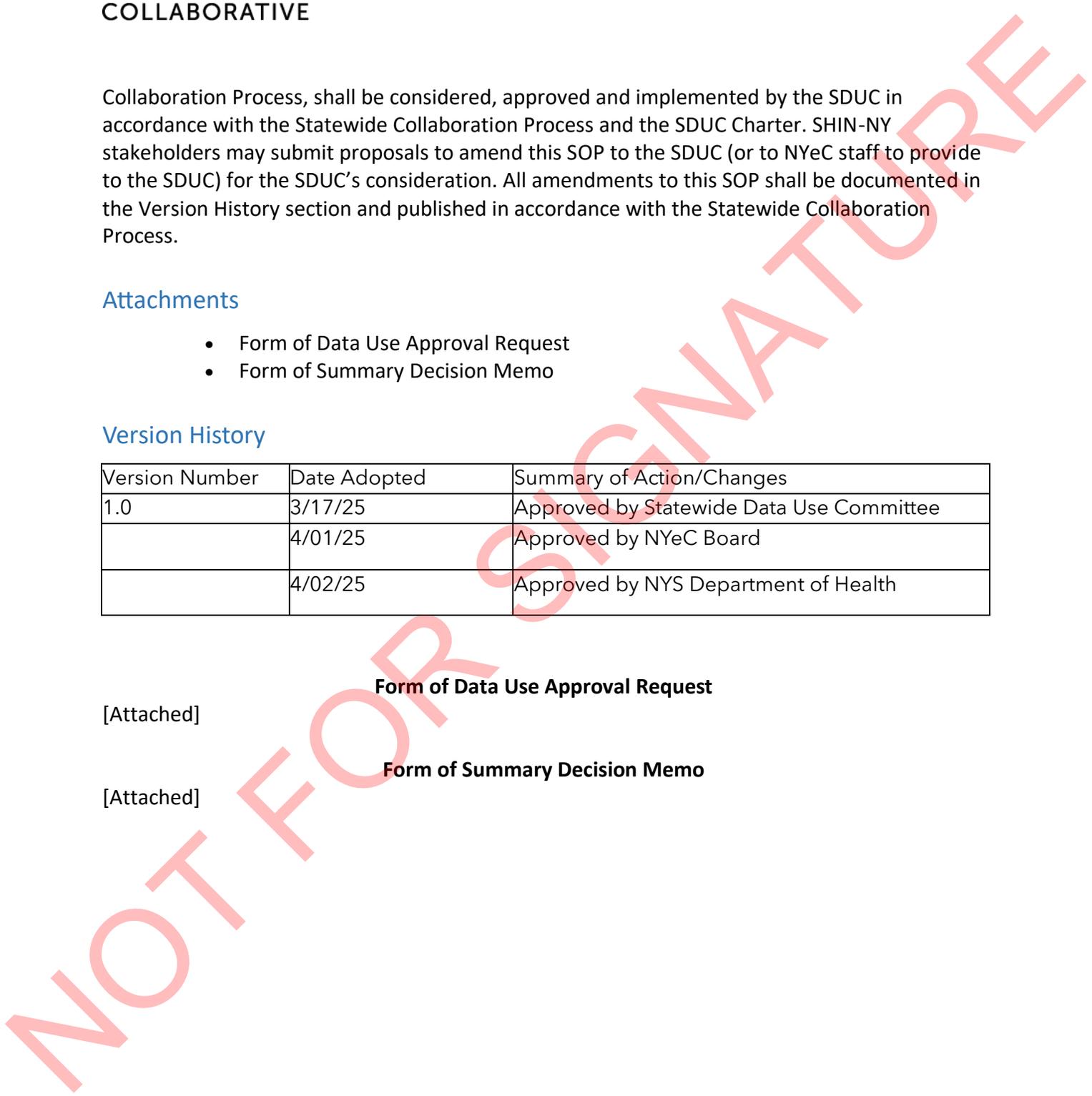
Project Name: [PROJECT NAME]	
Tracking ID: [Tracking ID]	
Request Overview	
Item	Response
Authorized Requester Information Description Summary of the project including how this data will be used.	
Project Description Summary of the project including how this data will be used.	
Permitted Purpose Description	☐ Public Health Permitted Purpose 　　☐ Data Use Request 　　☐ Narrow Data Use Request ☐ Data Use Request for Urgent Public Health Surveillance ☐ Medicaid Permitted Purpose ☐ Data Use Request ☐ Narrow Data Use Request ☐ Other (brief description: _____)
Desription of Intended Use Describe the intended use of data, including any intended disclosure or re-disclosure, 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 DUCA, the SHIN-NY Regulations and SHIN-NY SOPs and/or applicable law.	
Target Population Inclusion Specify the criteria used for the dataset. Typical inclusion criteria are: demographic, clinical, and geographic characteristics.	
Target Population Exclusion Specify the criteria that would exclude the case/data from being included in the dataset. For example, if you are looking at residents of certain counties or only looking for persons over the age of 65.	
What law, regulation, rule or agreement grants the authority to obtain this information? Identify in detail, the laws, regulations, contracts, SHIN-NY SOPs other governing documents that allow access to the data requested.	
Is this data currently being supplied to Requester from another source?* (yes/no)	
*If Yes, explain where data is being supplied from and why SDI Data is being requested.	
Frequency of Request (select from drop down)	
What is the expected start date of this project? The date when the project work is expected to begin (Mo/Day/Yr.).	
Is this request time-sensitive and/or critical?* (yes/no)	
*If time-sensitive or critical, explain	

When is this information needed? The date by which Requestor would need the report/data (Mo/Day/Yr.).	
What is the expected end date of this project? The date when the project is expected to end (Mo/Day/Yr.).	

Technical Specifications Data Use Request	
What data elements are needed? Describe the data fields required for your project (example: Date of birth, diagnosis codes, etc.)	
Is the data being requested identified, limited or de-identified? (select from drop down)	
Proposed delivery method* (select from drop-down)	
*If selected "other" above for delivery method, please explain the proposed delivery method. Only methods with secure encryption mechanisms will be accepted.	
What is the requested format for the data? (examples include XLS, txt, CSV)	
What safeguards will you put in place to protect the data?	
How will files be handled/stored/deleted at the end of the project?	
Select "Yes" to indicate adherence to the standard of minimum necessary data requests. This field cannot be blank.	

Program/Project Contact Information	
Program Lead Contact Information	
Name (First, Last):	
Bureau/Unit:	
Email:	
Phone Number:	
Other Project Team Members (add more as needed)	
Team Member 1	
Name (First, Last):	
Employer:	
Email:	
Team Member 2	
Name (First, Last):	
Employer:	
Email:	
Team Member 3	
Name (First, Last):	
Employer:	
Email:	
Team Member 4	
Name (First, Last):	
Employer:	
Email:	
Team Member 5	
Name (First, Last):	
Employer:	
Email:	

SDI Data Use Request: Summary Decision Memo

Administrative Data:

Title: _____

Tracking Number: _____

Date of Data Use Request Receipt: _____

Date NYeC Evaluation Completed: _____

Date of NYeC Determination (if applicable): _____

Date of NYeC Recommendation (if applicable): _____

Date of SDUC Decision (if applicable): _____

Note: Attached to this Summary Decision Memo is the Data Use Request (and any supporting documentation) provided to NYeC by the NYS Department of Health Authorized Requester

Overview and Description of Request:

NYeC Review

Based on NYeC's review, the Data Use Request is found to be:

    I.   Procedure

☐ Made by an Authorized Requester

    Authorized Requester Name: _____

    Authorized Requester Title: _____

    Authorized Requester's Organization/Entity Name: _____

☐ Not made by an Authorized Requester

    Requester Name: _____

    Requester Title: _____

    Requester's Organization/Entity Name: _____

II.   Purpose

☐ Public Health Permitted Purpose

☐ Data Use Request

☐ Narrow Data Use Request

☐ Data Use Request for Urgent Public Health Surveillance

☐ Medicaid Permitted Purpose

☐ Data Use Request

☐ Narrow Data Use Request

☐ Other (brief description: _____)

III.   Compliance

	Compliant	Not Compliant	Not Applicable
Statewide Common Participation Agreement (SCPA)	☐	☐	☐
Data Use and Contribution Agreement (DUCA)	☐	☐	☐
SHIN-NY Regulations & Applicable SHIN-NY SOPs	☐	☐	☐
Applicable Law	☐	☐	☐

Justification for Compliance Findings:

NYeC Determination: Narrow Data Use Request

☐ Approved

☐ Denied (description of reason[s]):

_____
_____

NYeC Determination: Urgent Public Health Surveillance Data Use Request

☐ Approved

☐ Denied (description of reason[s]):

_____

_____

NYeC Recommendation to SDUC: Data Use Request

☐ Approval

☐ Denial (description of reasons[s]):

_____

_____

_____   _____

NYeC Legal   Date

_____   _____

NYeC Privacy & Compliance Officer   Date

SDUC Determination

☐ Approved

☐ Denied (description of reason[s]):

_____

_____

_____   _____

SDUC Chair   Date

REQUIRED CORE SHIN-NY DATA CONTRIBUTIONS FOR DATA PROVIDERS

Introduction

In accordance with the Statewide Common Participation Agreement (SCPA), each SHIN-NY Participant that is a Data Provider must Contribute Core SHIN-NY Data to its Designated Health Information Network's (HIN's) SHIN-NY Platform in accordance with this Standard Operating Procedure. "Data Provider" means a SHIN-NY Participant only if such Participant Contributes data to a SHIN NY Platform. All Regulated Participants, including SDI Waiver Participants, shall be Data Providers, and Voluntary Participants may also be required to be Data Providers under the SHIN-NY SOPs. A SHIN-NY Participant can be both a Data Provider and a Data Recipient.

Purpose, Scope and Intended Audience

This SHIN-NY SOP identifies the Core SHIN-NY Data that Data Providers must Contribute to the SHIN-NY, as well as requirements by which such data must be contributed. Core SHIN-NY Data means Core QE Data and/or Core Statewide Data Infrastructure (SDI) Data.

This SOP sets forth the minimum required data that Data Providers must Contribute. Data Providers may Contribute other types of data to HINs (e.g., Additional Data), and HINs may receive such other types of data, in accordance with the terms of the SCPA.

Definitions

All underlined terms in this SHIN-NY SOP are defined in the *SCPA and SHIN-NY SOPs Glossary*, which is available here: SCPA and SHIN-NY SOPs Glossary.

Procedures

Each Data Provider must Contribute Core SHIN-NY Data to its Designated HIN's SHIN-NY Platform for all of its patients, members, enrollees or clients, as applicable. A Data Provider shall not withhold or otherwise prevent Contribution of any Core SHIN-NY Data unless the Data Provider has obtained a waiver under Section 4.2(a) of the SCPA, an individual objects in writing to the Contribution of their data, or the SHIN-NY SOPs or applicable law exempt such Core SHIN-NY Data from the requirement to Contribute.

To the extent applicable, and as specified in the SHIN-NY SOPs, Data Providers shall, working as necessary with Designated HIN and/or Additional HIN, if applicable, appropriately and adequately identify, label, or tag any of its SHIN-NY Data that is (i) subject to Part 2; (ii) subject

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to New York Mental Hygiene Law § 33.13; or (iii) is otherwise defined in the SHIN-NY SOPs as Sensitive Data that requires such identification, labeling, or tagging where technically feasible or required by applicable law. To the extent permitted by applicable law and the SHIN-NY SOPs, Data Providers may provide such identification one time, rather than on a continuous basis, provided that in all cases such identification is made prior to, or simultaneously with, Contribution of the applicable data.

Such Contributions shall be made in accordance with the following:

1. **Core QE Data.** If a Data Provider chooses a QE as its Designated HIN on the Election Schedule, the Data Provider must Contribute the following data to the QE Platform:

   a. **USCDI Data Elements.** Data Providers must, and Voluntary Participants are encouraged to, Contribute United States Core Data for Interoperability (USCDI) v1 (or later versions) data elements as published by the Assistant Secretary for Technology Policy (ASTP)/Office of the National Coordinator (ONC). See https://www.healthit.gov/isp/united-states-core-data-interoperability-uscdi

   b. **Encounter/Event Notification Data.** Encounter/Event Notification Data is both Core QE Data and Core SDI Data (see section 2[b]). Data Providers that are Regulated Participants shall Contribute near real-time Admission, Discharge, Transfer (ADT) data for all clinical encounters in support of the Statewide Encounter Gateway, and in alignment with the ADT data specification defined in the SHIN-NY ADT Data Contribution Specification in Appendix A. Voluntary Participants are encouraged to submit data representing an encounter/event for clinical encounters regardless of standard used to communicate the encounter (e.g. ADT, CCD).

2. **Core SDI Data.** The following data must be Contributed to the Statewide Data Infrastructure (SDI), either directly by SDI Waiver Participants[1] or by QEs that receive such data from their Data Providers:

   a. **Patient Identity Data.** For QEs in which multiple sources are contributing data such that a Master Patient Index (MPI) is required to manage identities, the full MPI must be

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[1] The process for approval of SDI Waiver Participants is currently under development and is not expected to be available until later in 2025, at the earliest. Updates to the SHIN-NY SOPs and/or additional SHIN-NY SOPs will be released to address SDI Waiver Participation prior to that time.

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Contributed to the SDI. At minimum, a full extract must be submitted daily, however, other methods for the SDI to access the data (e.g., via API) may be supported.

b. **Encounter/Event Notification Data.** Encounter/Event Notification Data is both Core QE Data and Core SDI Data (see section 1[b]). SDI Waiver Participants and QEs shall Contribute data representing an encounter/event from all clinical encounters regardless of standard used to communicate the encounter (e.g. ADT, CCD). QEs shall Contribute near real-time ADT data for all clinical encounters in support of the Statewide Encounter Gateway, and in alignment with the ADT data specification defined in the SHIN-NY ADT Data Contribution Specification in Appendix A.

c. **Patient Clinical Observations and Vitals Data.** SDI Waiver Participants and QEs shall Contribute clinical observations, including laboratory tests and results, and vital sign data to the SDI. The required data elements and details for converting the data from their native format to the required standards for the SDI are outlined in the SHIN-NY Clinical FHIR Implementation Guide (https://shinny.org/).

d. **1115 Waiver Data.** QEs shall Contribute 1115 Waiver Data to the SDI as it is received by QEs. 1115 Waiver Data includes Screenings, Eligibility Assessments, and closed loop Referrals. 1115 Waiver Data must comply with and be validated against the 1115 Waiver FHIR Implementation Guide upon submission to the SDI (https://shinny.org/us/ny/hrsn/index.html#health-related-social-needs-hrsn).

3. **Change of Designated HIN.** If a Data Provider changes its Designated HIN through an update to its Election Schedule (in accordance with the SHIN-NY Participant Election Schedule SOP), the Data Provider will Contribute its Core SHIN-NY Data to the newly-Designated HIN upon the effective date of such change. The history of prior Contributed data may remain with the former Designated HIN and requested via Other Network query (if applicable), or transferred to the newly-Designated HIN through an approach that is acceptable to both HINs.

Amendment Procedures
As technology standards and data needs evolve, the SHIN-NY Technical Advisory Committee will identify needs for updates and modifications to requirements for Core SHIN-NY Data Contributions. Any revisions to this SOP will be made in accordance with the Statewide Collaboration Process SOP.

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REQUIRED CORE SHIN-NY DATA CONTRIBUTIONS FOR DATA
PROVIDERS

Version History

Version Number	Date Adopted	Summary of Changes
1.0	3/28/25	Approved by Technical Advisory Committee
	4/01/25	Approved by NYeC Board
	4/02/25	Approved by NYS Department of Health

Appendix A

[See Attached]

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SHIN-NY Statewide Encounter Alert Service - ADT Specification

Purpose
This spreadsheet accompanies the NYeC Cross-QE Alerts "Version 2" document which defines the ADT data and attribution planel flows for enabling statewide encounter alerting.
The approach for this specification has been to align as closely as possible with the ADT required for Syndromic Surveillance since it too is a required data feed and sourced from "Certified EHR Technology."
Note that while there is an SVAP Approved updated version, it does not have material impact on the data elements of interest (so this spec relies on the ~10yr old certification requirement to assure a higher level of adoption).
Lastly, and importantly, departures from the CDC NSSP spec include the fact that Patient Names are included and OBX, PR1 and some other extended ADT data elements are not required.
Also, in general, QE's should send all ADT fields available even if not specifically listed as required.

Version	Date	Comments
1	10/21/2024	Initial version created from a combination of sources: CDC NSSP specification, NY State ESSS, and other publicly available encounter alert specs (e.g. MN, FL)
2	3/17/2025	Incorporated several changes upon launch of the Encounter Gateway project (as well as CrossQE alerts and the ADT data quality reimbursement model for FY2026): 1. Clarified required fields. 2. Clarified SourceID and PatientIDs through Encounter Gateway and CrossQE alerting (and added the CrossQE PPT diagram tab). 3. Removed unecessary columns.
3	3/20/2025	Several updates after internal NYeC review - ready for initial QE implementatation and testing.
4	3/25/2025	Added PV1-39 code for a combined 42CFR Part 2 + OMH facility scenario (and after review w/ Zen, HeC, HeL, NYeC)
5		
6		
7		
8		

Ref.	Name	References
A	CDC NSSP Specification	**PHIN MESSAGING GUIDE FOR SYNDROMIC SURVEILLANCE: HL7 v2.5.1, Release 2.0, April 21, 2015** https://www.cdc.gov/nssp/documents/guides/syndrsurvmessagguide2_messagingguide_phn.pdf
B	CDC NSSP Data Dictionary	**NSSP Data Dictionary (especially the "LegacyToProcessed" tab)** https://www.cdc.gov/nssp/biosense/docs/NSSP-Data-Dictionary-508.xlsx
C	Certified EHR Tech. Ref.	**§170.315(f)(2) Transmission to public health agencies — syndromic surveillance** https://www.healthit.gov/test-method/transmission-public-health-agencies-syndromic-surveillance
D	New 2024 SVAP Approved!	**HL7® Version 2.5.1 Implementation Guide: Syndromic Surveillance, Release 1 - US Realm Standard for Trial Use, July 2019** https://www.healthit.gov/topic/standards-version-advancement-process-svap
E	NIST Test Tool	**NIST HL7v2 Syndromic Surveillance Test Suite 1.7.3** https://hl7v2-ss-r2-testing.nist.gov/ss-r2/#/home
F	CDC NSSP Specification Erratum	**Erratum for PHIN Guide for Syndromic Surveillance Messaging Rel 2.0** https://www.cdc.gov/nssp/documents/guides/erratum-to-the-cdc-phin-2.0-implementation-guide-august-2015.pdf
G	NSSP Priority Data Elements	**SYNDROMIC DATA ELEMENT PRIORITIZATION** https://www.cdc.gov/nssp/biosense/onboarding-guide/pdf/New-Facility-Data-Element-Prioritization-508.pdf
H	NSSP Visit Algorithm	**BioSense Platform Creates an Identifier Unique to Each Visit** https://www.cdc.gov/nssp/php/data-quality/biosense-platform-creates-identifier.html
I	CDC Data Quality	**CDC NSSP Data Quality Tools** https://www.cdc.gov/nssp/php/onboarding-toolkits/data-quality.html
J	CDC Data Quality Dashboard	**Data Completeness and Data Validity (and timeliness) Requirements for Priority 1 and 2 data elements** https://www.cdc.gov/nssp/biosense/docs/BioSense_Data_Quality_Dashboard.2020.pdf
K	NYS ESSS	**New York State Electronic Syndromic Surveillance System (ESSS)** https://www.health.ny.gov/professionals/reportable_diseases/esss/
L	NC ADT & Panel Spec	**NC HealthConnex – NC*Notify v4.5.1+ Specifications** https://hiea.nc.gov/ncnotify-specifications-version-451-0/download?attachment
M	MN ADT Spec	**MN Encounter Alert Service ADT Specification** https://mneas.org/wp-content/uploads/2020/10/MN_EAS_ADT_SS_Specification_21Oct2020.xlsx
N	FL ADT Spec	**FL HIE ADT Data Source Requirements for ENS** https://florida-hie.net/wp-content/uploads/2018/05/FLHIE-2017-ENS-Data-Source-Requirement_2018.05.07.docx
O	MO ADT Spec	**MO HealthNet Recommended Specifications for HL7 ADT Messages** https://dss.mo.gov/mhd/hie-onboarding/files/RecommendedADTSpecifications.pdf
P	SHIN-NY Cross QE "V1"	**NYeC-CrossQE-Alerts-V1_Rev17 - Final.docx** Rev 17, 1/27/2021

SHIN-NY Statewide Encounter Alert Service Specif

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Crosswalked fields, not in ADT:
qeal:facstreet
qeal:faccity
qeal:facstate
qeal:faccipcode
qeal:facphone
qeal:facDischargeDispText

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HL7 Data Element Name	HL7	Step #1: Connected	Step #2: Visits are Calc.	Step #3: Priority 1's	Step #4: Priority 2's	Hash	Codes	Example (ADT)	CrossQE Alert	Comments
Sending Application	MSH-3.1	R	X	X	X			|Epic|		The Health IT system at the ADT source or QE.
Sending Facility - Name	MSH-4.1	R	R	X	X	Index	NYS HFIS	|MountSinai^		The Health System name listed by NYSDOH as the Main Site Facility ID from HFIS (see link in
Sending Facility - ID	MSH-4.2	R	R	X	X	Index		^1111^		
Sending Facility - ID Type	MSH-4.3	R	R	X	X	Index		^NYSHFIS|		
Receiving Application	MSH-5.1	R	X	X	X			|Healthix|	qeal:SRCQEID	HIXNY, HEALTHIX, BRONX, HEALTHECONN, HEALTHELINK, GRRHIO
Message DateTime	MSH-7	R	X	X	X			|20240820150206-0500|	qeal:msgtime	24-hr clock notation (including the timezone - to future proof for PCDH)
Trigger Event	MSH-9.2	R	X	X	X			^A03^	qeal:AlertType	See "Events" tab
Message Control ID	MSH-10	R	X	X	X			|20240820150206|		Commonly a timestamp (but can also be a GUID applied by the QE)
Version ID	MSH-12	R	X	X	X			|2.5.1|		
Event Type Code	EVN-1	R	X	X	X			|A03|		See "Events" tab
Recorded DateTime	EVN-2	R	X	X	X			|20250224123456-0500|	qeal:encountertime	Ideally this includes the timezone (to future proof for PCDH)
Event Facility - Name	EVN-7.2.1	R	R	X	X	Index		|Bethisrael^	qeal:facname	Facility Name (ideally the Health Facility listed by NYSDOH (see link in note)
Event Facility - ID	EVN-7.2.2	R	R	X	X	Index	SHIN-NY OIDs	^1.1.1.1.1.1.1.1.1^	qeal:facOID	Facility OID - this would match the legacy CrossQE "V1" specification
Event Facility - ID Type	EVN-7.2.3	R	R	X	X	Index		^SHINNYOID|		
Patient Identifier Number	PID-2.1	R-XQE	X	X	X			**222**^^^Healthix^PT	qeal:SRCQEmpi	Added by NYeC Encounter Gateway: Source QE EID (matched in Cross QE query)
Patient Identifier Assigning Authority	PID-2.4	R-XQE	X	X	X			222^^^**Healthix**^PT	qeal:SRCQEID	Added by NYeC Encounter Gateway: Source QE AssigningAuthority (matched in Cross QE
Patient Identifier Code	PID-2.5	R-XQE	X	X	X			222^^^Healthix^**PT**		Added by NYeC Encounter Gateway: PT - Patient external identifier
Patient Identifier Number	PID-3.1	R	R	X	X	Index		**111**^^^MSHS^PI	qeal:facMRN	MRN from hospital assigning authority
Patient Identifier Assigning Authority	PID-3.4	R	R	X	X	Index		111^^^**MSHS**^PI		Hospital Assigning Authority (AA)
Patient Identifier Code	PID-3.5	R	X	X	X		HL7 0203	111^^^MSHS^**PI**		PI - Patient Internal Identifier (unique within an AA)
Patient Identifier Number	PID-4.1	R-XQE	X	X	X			**333**^^^Bronx^PT	qeal:Qempi	Added by NYeC Encounter Gateway: Receiving QE EID (matched in Cross QE query)
Patient Identifier Assigning Authority	PID-4.4	R-XQE	X	X	X			333^^^**Bronx**^PT	qeal:QEID	Added by NYeC Encounter Gateway: Receiving QE AssigningAuthority (matched in Cross QE
Patient Identifier Code	PID-4.5	R-XQE	X	X	X			333^^^Bronx^**PT**		Added by NYeC Encounter Gateway: PT - Patient external identifier
Patient Last Name	PID-5.1	R	X	X	X	Hash		DOE	qeal:lastname	
Patient First Name	PID-5.2	R	X	X	X	Hash		JOHN	qeal:firstname	
Patient Middle Name	PID-5.3	R	X	X	X	Hash		MID		
Patient Name Suffix	PID-5.4	R	X	X	X	Hash		JR		
Date of Birth	PID-7	R	X	X	X	Hash		20001122	qeal:dateborn	
Administrative Sex	PID-8	R	X	X	X	Hash	HL7 0001	|M|		
Race Code	PID-10.1			R	X	Hash	CDC Race	|2106-3^White^CDCREC|		
Race Description	PID-10.2			R	X	Hash	CDC Race	|2106-3^White^CDCREC|		
Race Code System	PID-10.3			R	X	Hash	CDC Race	|2106-3^White^CDCREC|		
Street Address 1	PID-11.1	R	X	X	X	Hash		111 MAPLE ST	qeal:street	
Street Address 2	PID-11.2	R	X	X	X	Hash		APT 101		
City	PID-11.3	R	X	X	X	Hash		BUFFALO	qeal:city	
State	PID-11.4	R	X	X	X	Hash	State	NY	qeal:state	2-digit State: NY
Zip	PID-11.5	R	X	X	X	Hash	Zip	14201	qeal:zipcode	5-digit zip
County (name)	PID-12			R	X	Hash		ERIE		County Name
Phone	PID-13.1	R	X	X	X	Hash		7165551212		
eMail	PID-13.4				R?	Hash		JMD@GMAIL.COM		
Language	PID-15				R?	Hash	CDC Lang.	ENG		
Marital Status	PID-16				R?	Hash	HL7 0002	|M|		M = Married
Religion	PID-17				R?	Hash	HL7 0006	|BUD|		BUD = Buddist
Patient Account Number	PID-18.1	R	X	X	X	Hash		12345678	qeal:AccountNumber	
Driver's License Number	PID-20				R?	Hash				
Ethnicity Code	PID-22.1			R	X	Hash	CDC Ethnicity	|2135-2^ Hispanic or Latino^CDCREC|		
Ethnicity Description	PID-22.2			R	X	Hash	CDC Ethnicity	|2135-2^ Hispanic or Latino^CDCREC|		
Ethnicity Code System	PID-22.3			R	X	Hash	CDC Ethnicity	|2135-2^ Hispanic or Latino^CDCREC|		
Multiple Birth Indicator	PID-24				R?	Hash				
Date of Death	PID-29.1				R?	Hash				Includes Death_Date_Time.
Patient Death Indicator	PID-30.1				R?	Hash	HL7 0136	N		Includes Patient_Death_Indicator.
Patient Class Code	PV1-2	R	X	X	X	Hash	NY PtClass	See "Events" Tab	qeal:AlertType	
Assigned Location	PV1-3				R?					
Admission Type	PV1-4				R?	Hash				
Previous Hospital Unit	PV1-6				R?	Hash				
Attending Doctor ID	PV1-7.1				R?					
Attending Doctor LastName	PV1-7.2				R?	Hash			qeal:PhysAttendingLastNa	
Attending Doctor FirstName	PV1-7.3				R?	Hash			qeal:PhysAttendingFirstN	
Attending Doctor NPI	PV1-7.9				R?	Hash	NPI		qeal:PhysAttendingNPI	
Referring Doctor ID	PV1-8.1				R?					
Referring Doctor LastName	PV1-8.2				R?					
Referring Doctor FirstName	PV1-8.3				R?					
Referring Doctor NPI	PV1-8.9				R?		NPI			
Consulting Doctor ID	PV1-9.1				R?					
Consulting Doctor LastName	PV1-9.2				R?					
Consulting Doctor FirstName	PV1-9.3				R?					
Consulting Doctor NPI	PV1-9.9				R?		NPI			
Hospital Service	PV1-10				R?	Hash				
Admit Source	PV1-14				R?					
Ambulatory Status	PV1-15				R?					
Admitting Doctor ID	PV1-17.1				R?					
Admitting Doctor LastName	PV1-17.2				R?	Hash			qeal:PhysAdmittingLastNa	
Admitting Doctor FirstName	PV1-17.3				R?	Hash			qeal:PhysAdmittingFirstN	
Admitting Doctor NPI	PV1-17.9				R?	Hash			qeal:PhysAdmittingNPI	
Visit ID - Visit or Account Number	PV1-19.1.1	R	R	X	X	Hash		87654321	qeal:EncounterID	
Visit ID - Type Code	PV1-19.5.1	R	R	X	X		HL7 0203	VN = Visit Number		
Discharge Disposition Code	PV1-36			R	X	Hash	HL7 0112	01	qeal:DischargeDispCode	01 = Discharged to home or self care (routine discharge), etc.
Discharge To Location	PV1-37				R?					This could be a valuable field: if PV1.36 = SNF, this could be the actual SNF name
Servicing Facility	PV1-39	R	X	X	X	Hash	NY Codes	NO	qeal:facPart2potential,	NO = Not a special Facility, 42=42CFR Part 2, MH = OMH, DD = OPWDD, 4M = combined 42CFR Part 2 and OMH
Admit DateTime	PV1-44		R	X	X	Hash		|20240819150206-0500|	qeal:AdmitDate	Ideally this includes the timezone (to future proof for PCDH)
Discharge DateTime	PV1-45		R	X	X	Hash		|20240820150206-0500|	qeal:DischargeDate	Ideally this includes the timezone (to future proof for PCDH)
Admit Reason Code / Chief Complaint	PV2-3.2			R	X	Hash		Broken Left Arm	qeal:ChiefComplaint	
DG1 Set ID	DG1-1			R	X	Hash				
Diagnosis Code	DG1-3.1			R	X	Hash	ICD10	Y93.D	qeal:Diagnosis<DiagCode>	
Diagnosis Description	DG1-3.2			R	X	Hash	ICD10	Activities involved arts and handc	qeal:Diagnosis<DiagText>	
Diagnosis Codeset	DG1-3.3			R	X	Hash	ICD10	I10C	qeal:Diagnosis<DiagCode	
Diagnosis DateTime	DG1-5.1			R	X	Hash		|20240820|		Date required, Datetime is preferred
Diagnosis Type	DG1-6.1			R	X	Hash	HL7 0052	F	qeal:Diagnosis<DiagType>	F=Final, A=Admitting, W=Working
Diagnosis Priority	DG1-15				R?					
IN1 Set ID	IN1-1				R?					
Insurance Company ID	IN1-3				R?		NAIC	NAIC codes		
Insurance Coverage	IN1-15				R?					
Insured's ID number	IN1-49.1				R?					
NK Set ID	NK1-1				R?					
NK Name	NK1-2				R?					
Relationship	NK1-3				R?					
Phone Number	NK1-5.1				R?					
eMail	NK1-5.4				R?					
Contact Role	NK1-7				R?		HL7 0131	C		C=Emergency Contact
PD1 Set ID	PD1-1				R?					
Primary Care Provider ID	PD1-4.1				R?		NPI	1234567890		
Primary Care Provider Last Name	PD1-4.2				R?					
Primary Care Provider First Name	PD1-4.3				R?					
Primary Care Provider ID Type Code	PD1-4.13				R?			NPI		
CON Set ID	CON-1				R?					
Consent Type	CON-2				R?		HL7 0496	001		001 = Authorization to Release
Consent Status	CON-11				R?		HL7 0498	A		A = Active, R = Refused
Consent Effective DateTime	CON-14				R?					
Consent End DateTime	CON-15				R?					
Prior Patient ID List	MRG-1				R?					
Prior Account ID List	MRG-3				R?					
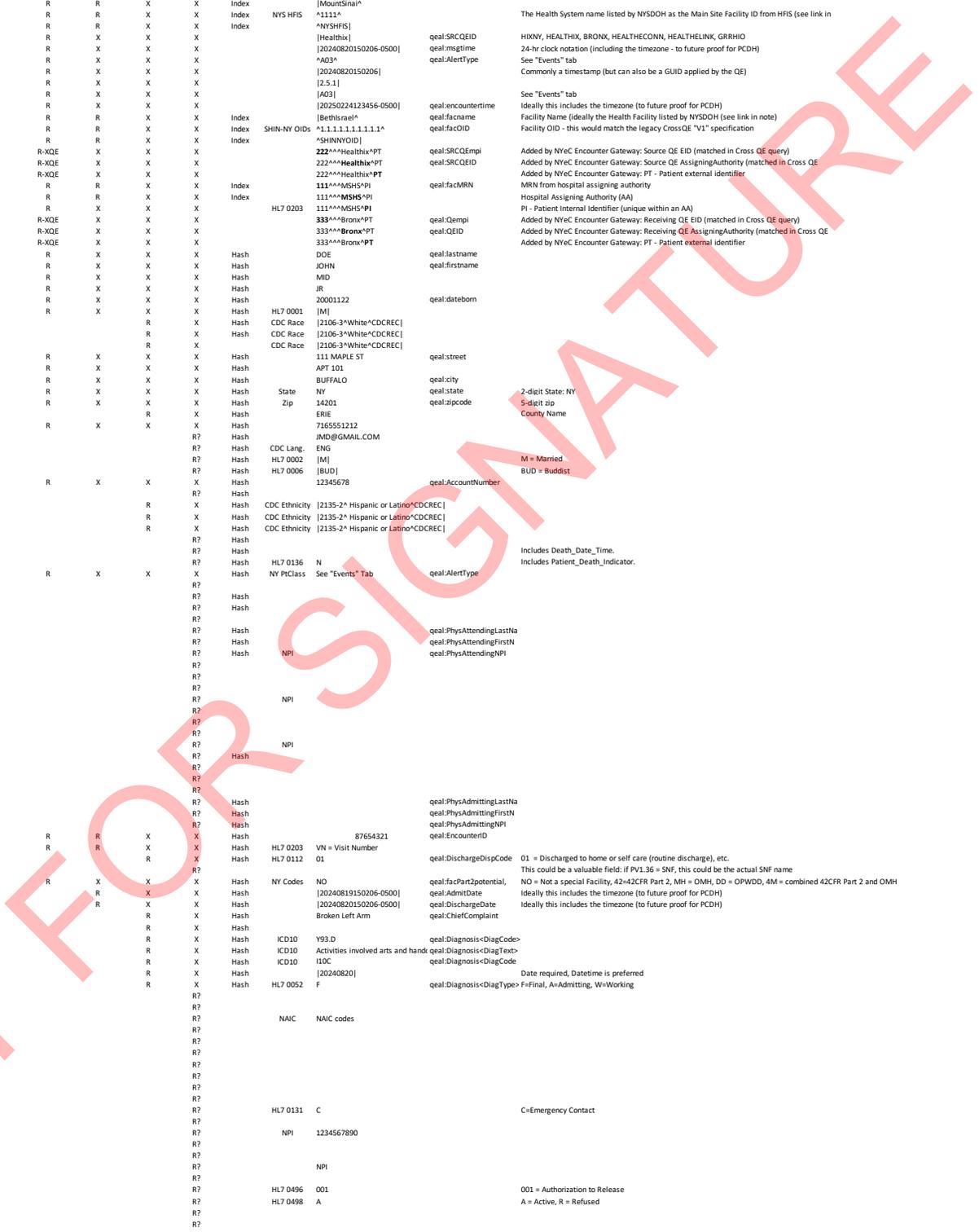
Required Events: A01, A02, A03, A04, A06, A07, A08, A11 (Cancel Admit), A13 (cancel D/C), others should be mapped to the listed events in the list as appropriate.

CrossQE Alert V1	Patient Class	EventType	Comments
<xs:enumeration value="ED_REGISTERORADMIT"/>	E	A04 (or A01)	
<xs:enumeration value="ED_DISCHARGE"/>	E	A03	
<xs:enumeration value="IP_ADMIT"/>	I	A01	
<xs:enumeration value="IP_DISCHARGE"/>	I	A03	
<xs:enumeration value="INCARCERATION_ADMIT"/>	J	A04 (or A01)	
<xs:enumeration value="INCARCERATION_RELEASE"/>	J	A03	
<xs:enumeration value="ED_CANCELADMIT"/>	E	A11	
<xs:enumeration value="ED_CANCELDISCHARGE"/>	E	A13	
<xs:enumeration value="IP_CANCELADMIT"/>	I	A11	
<xs:enumeration value="IP_CANCELDISCHARGE"/>	I	A13	
<xs:enumeration value="TRANSFER_TO_OBS"/>	V	A02	
<xs:enumeration value="DISCHARGE_FROM_OBS"/>	V	A03	
<xs:enumeration value="TRANSFER_TO_IP"/>	I	A02	
<xs:enumeration value="TRANSFER_TO_OUTPATIENT"/>	O	A02	
Not supported	E	A08	Sent only if new info (see "hash"). QE's can decide whether an A08 triggers an alert (e.g. A08 after A03 w/ Dx codes)
Not supported	I	A08	Sent only if new info (see "hash"). QE's can decide whether an A08 triggers an alert (e.g. A08 after A03 w/ Dx codes)
Not supported	J	A08	Sent only if new info (see "hash"). QE's can decide whether an A08 triggers an alert (e.g. A08 after A03 w/ Dx codes)
Not supported	V	A08	Sent only if new info (see "hash"). QE's can decide whether an A08 triggers an alert (e.g. A08 after A03 w/ Dx codes)

CrossQE Alert V1	Patient Class	EventType	Comments
<xs:enumeration value="ED_REGISTERORADMIT"/>	E	A04 (or A01)	
<xs:enumeration value="ED_DISCHARGE"/>	E	A03	
<xs:enumeration value="IP_ADMIT"/>	I	A01	
<xs:enumeration value="IP_DISCHARGE"/>	I	A03	
<xs:enumeration value="INCARCERATION_ADMIT"/>	J	A04 (or A01)	

ADT Sample (including the patient ID's added by the Encounter Gateway)

MSH|^~\&|Epic|MountSinai^1111^NYSHFIS|Healthix||20250224123456-0500||ADT^A03|20250224123456|P|2.5.1|||||
EVN|A03|201508180100|||||BethIsrael^1.1.1.1.1.1.1.1.^SHINNYOID
PID|1|222^^^Healthix^PT|111^^^MSHS^PI|333^^^Bronx^PT|DOE^JOHN^MID^JR||20001122|M||2106-3^White^CDCREC|111 MAPLE ST^APT 101^BUFFALO^NY^14201|ERIE|7165551212^^^JMD@GMAIL.COM||ENG|M|BUD|12345678||||2135-2^ Hispanic or Latino^CDCREC
PV1|1|I||U|||||||||||||||87654321^^^^VN|||||||||||||||||01|||NO|||||20240819150206-0500|20240820150206-0500
PV2|||Broken Left Arm
DG1|1||Y93.D^Activities involved arts and handcrafts.^I10C||20240819|F

Notification Sample (from Cross QE V1 spec)
Example Notification generated in HIXNY and sent to BRONX:

```xml
<?xml version="1.0"?>
<Notify xmlns:add="http://www.w3.org/2005/08/addressing" xmlns="http://docs.oasis-open.org/wsn/b-2">
        <NotificationMessage>
                <SubscriptionReference>
                        <add:Address xmlns=""/>
                        <add:ReferenceParameters xmlns=""/>
                        <add:Metadata xmlns=""/>
                </SubscriptionReference>
                <Topic Dialect=""/>
                <ProducerReference>
                        <add:Address xmlns=""/>
                        <add:ReferenceParameters xmlns=""/>
                        <add:Metadata xmlns=""/>
                </ProducerReference>
                <Message xmlns:qeal="http://www.nyehealth.org/SOAP/WSDL/QEAlertBody.xsd">
                        <qeal:AlertType>ED_DISCHARGE</qeal:AlertType>
                        <qeal:SRCQEID>HIXNY</qeal:SRCQEID>
                        <qeal:SRCQEmpi>56789</qeal:SRCQEmpi>
                        <qeal:QEID>BRONX</qeal:QEID>
                        <qeal:QEmpi>1234</qeal:QEmpi>
                        <qeal:facMRN>20001</qeal:facMRN>
                        <qeal:lastname>DOE</qeal:lastname>
                        <qeal:firstname>JOHN </qeal:firstname>
                        <qeal:street>123 Main St </qeal:street><qeal
                        <qeal:city>Anywhere </qeal:city>
                        <qeal:state>NY</qeal:state>
                        <qeal:zipcode>19999</qeal:zipcode>
                        <qeal:dateborn>01-01-2018</qeal:dateborn>
                        <qeal:encountertime>05-22-2018 12:44 </qeal:encountertime>
                        <qeal:msgtime>05-22-2018 12:46:22  </qeal:msgtime>
                        <qeal:facOID>2.16.840.1.113883.3.2591</qeal:facOID>
                        <qeal:facname>Any NY Hospital </qeal:facname>
                        <qeal:facstreet>1234 Main St </qeal:facstreet>
                        <qeal:faccity> Anywhere </qeal:faccity>
                        <qeal:facstate> NY</qeal:facstate>
                        <qeal:faczipcode>19999 </qeal:faczipcode>
                        <qeal:facphone>123-456-7890</qeal:facphone>
                        <qeal:facPart2potential>NO</qeal:facPart2potential>
                        <qeal: AdmitDate>05-22-2018 12:44 </qeal:AdmitDate >
                        <qeal: DischargeDate>05-22-2018 17:50 </qeal:DischargeDate >
                        <qeal: EncounterID>12381919</qeal:EncounterID >
                        <qeal: AccountNumber>20001928</qeal:AccountNumber >
                        <qeal: facOMH>NO</qeal:facOMH >
                        <qeal: facOPWDD>UNKNOWN</qeal:facOPWDD >
                        <qeal: PhysAttendingLastName>Brown</qeal: PhysAttendingLastName >
                        <qeal: PhysAttendingFirstName >Charlie</qeal: PhysAttendingFirstName >
                        <qeal: PhysAttendingNPI >1239209</qeal: PhysAttendingNPI >
                        <qeal: PhysAdmittingLastName >Gold</qeal: PhysAdmittingLastName >
                        <qeal: PhysAdmittingFirstName >Susan</qeal: PhysAdmittingFirstName >
                        <qeal: PhysAdmittingNPI >1239000</qeal: PhysAdmittingNPI >
                        <qeal: ChiefComplaint >Broken Left Arm</qeal: ChiefComplaint >
                        <qeal: DischargeDispCode >01</qeal: DischargeDispCode >
                        <qeal: DischargeDispText >Discharged to home/self care</qeal: DischargeDispText >
                        <qeal: Diagnosis >
                            <DiagCode >M79.622</DiagCode >
                            <DiagText >Pain in Left Upper Arm</DiagText >
                            <DiagCodeSystem >ICD-10<DiagCodeSystem >
                            <DiagType >P</DiagType >
                        </qeal: Diagnosis >
                        <qeal: Diagnosis >
                            <DiagCode > <DiagCode >
                            < DiagText >Diabetes<DiagText >
                            <DiagCodeSystem > <DiagCodeSystem >
                            <DiagType > <DiagType >
                        </qeal: Diagnosis >
                </Message>
        </NotificationMessage>
</Notify>
```

2.   Expected Response

When a QE receives an Notification, a proper response status type should be returned for Success or Failure:
Example of success reponse:

```xml
<soapenv:Envelope>
        <soapenv:Header />
                <soapenv:Body>
                        <rs:RegistryResponse status="urn:oasis:names:tc:ebxml-regrep:ResponseStatusType:Success" />
                </soapenv:Body>
</soapenv:Envelope>
```
Example of failure reponse:
```xml
<soapenv:Envelope>
        <soapenv:Header />
                <soapenv:Body>
                        <rs:RegistryResponse status="urn:oasis:names:tc:ebxml-regrep:ResponseStatusType:Failure" />
                </soapenv:Body>
</soapenv:Envelope>
```

Introduction

In accordance with the Statewide Common Participation Agreement (SCPA), each SHIN-NY Participant that is a Data Provider must Contribute Core SHIN-NY Data to its Designated Health Information Network's (HIN's) SHIN-NY Platform in accordance with the Required Core SHIN-NY Data Contributions for Data Providers SOP. This SHIN-NY Technical Standards for Interoperability and Data Sharing SOP defines the means and methods by which Data Providers and QEs are to securely transmit Core SHIN-NY Data to the applicable SHIN-NY Platforms.

Purpose, Scope, and Intended Audience

This SOP sets forth a minimum set of interoperability and data sharing guidelines to govern how Data Providers and QEs Contribute Core SHIN-NY Data to the applicable SHIN-NY Platform (QE Platform and/or Statewide Data Infrastructure (SDI)).

Nothing in this SOP alters or limits the obligations of a SHIN-NY Participant regarding public health reporting, technical standards for public health reporting, or other requirements for public health reporting as specified by Applicable Law.

Definitions

All underlined terms in this SHIN-NY SOP are defined in the *SCPA and SHIN-NY SOPs Glossary*, which is available here: SCPA and SHIN-NY SOPs Glossary.

Procedures

Each Data Provider and QE must Contribute Core SHIN-NY Data, as defined in the Required Core SHIN-NY Data Contributions for Data Providers SOP, to the applicable SHIN-NY Platform via the methods described below:

1. **Core QE Data.** Data Providers must Contribute Core QE Data to their Designated HIN's QE Platform using the means and methods described below:

    a. Data Providers are to Contribute United States Core Data for Interoperability (USCDI) v1 (or later versions) data elements as published by the Assistant Secretary for Technology Policy (ASTP)/Office of the National Coordinator (ONC). Although a specific data transport mechanism is not defined, Data Providers must Contribute Core QE Data using methods that are compliant with the SHIN-NY Privacy and Security SOPs and supported by the Designated HIN's QE Platform.

b. Data Providers are required to Contribute Admit, Discharge & Transfer (ADT) data to QE Platforms in near real-time via HL7 v2 (or later versions).

c. SHIN-NY Participants that make requests for Encounter Alerts from their Designated HIN based on ADT events must securely submit a patient roster to their Designated HIN identifying the individuals for whom Encounter Alerts of ADT events are requested. Participants must submit the patient rosters using any open technical standard that is compliant with the SHIN-NY Privacy and Security SOPs and supported by both the Participant and Designated HIN.

d. Data Providers are encouraged to support delivery using HL7 Fast Healthcare Interoperability Resources (FHIR) Release 4 conforming to the US Core Implementation Guide for Information Delivery if possible. Note that this delivery standard may be required in future revisions of this SOP. See https://hl7.org/fhir/R4/

e. Data Providers using interfaces for Core QE Data Contribution are encouraged to use HL7 v2 (or later versions), but may use any open technical standard that is compliant with the SHIN-NY Privacy and Security SOPs and supported by both the Participant and HIN. For example, formats including HL7 v2 (or later versions) and Secure File Transport Protocol (SFTP) are permissible. See https://www.hl7.org/implement/standards/product_brief.cfm?product_id=185

f. A SHIN-NY Participant may use Direct Secure Messaging for Core QE Data Contribution if supported by the HIN. See https://www.healthit.gov/sites/default/files/page/2020-07/0720_Direct%20Secure%20Messaging%20Basics.pdf

2. **Core SDI Data.** QEs and SDI Waiver Participants must contribute Core SDI Data, as defined in the Required Core SHIN-NY Data Contributions for Data Providers SOP, to the SDI using the means and methods described below:

a. With exception of Patient Identity Data, QEs and SDI Waiver Participants are required to support delivery of Core SDI Data using HL7 Fast Healthcare Interoperability Resources (FHIR) Release 4 conforming to the US Core Implementation Guide for Information Delivery if possible. Note that this delivery standard may be required in future revisions of this SOP. See https://hl7.org/fhir/R4/

b. Patient Identity Data must be Contributed to the SDI. Acceptable methods for submission may be using SFTP, HL7 v2 (or later versions), API, or other direct connections (e.g. database-to-database), pending approval by NYeC.

c. QEs are to Contribute Admit, Discharge & Transfer (ADT) data to the SDI Encounter Hub in near real-time via HL7 v2 (or later versions)).

3. **Data Contribution via an Intermediary.** A Data Provider that uses an Intermediary to Contribute Core SHIN-NY Data may use any open technical standard compliant with the SHIN-NY Privacy and Security SOPs and supported by both the Data Provider and the Intermediary.

Amendment Procedures

As technology standards and data needs evolve, the SHIN-NY Technical Advisory Committee will identify needs for updates and modifications to requirements technical standards for interoperability and data sharing in the SHIN-NY. Any revisions to this SOP will be made in accordance with the Statewide Collaboration Process SOP.

Version History

Version Number	Date Adopted	Summary of Action/Changes
1.0	3/28/25	Approved by Technical Advisory Committee
	4/01/25	Approved by NYeC Board
	4/02/25	Approved by NYS Department of Health