AMENDED AND RESTATED
STATEWIDE COMMON PARTICIPATION AGREEMENT

This Amended and Restated 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 (a) if Participant is a party to a Statewide Common Participation Agreement that is in full force and effect as of [DATE], [SAME DATE] or (b) if Participant is not or was not a party to a Statewide Common Participation Agreement that is in full force and effect as of [SAME DATE], the date on which Participant initially executes the Election Schedule (the "**Effective Date**"). If Participant is a party to a Statewide Common Participation Agreement that is in full force and effect as of [SAME DATE] (such agreement, the "**Original Agreement**"), this Agreement amends and restates in its entirety the Original Agreement effective as of the Effective Date.

RECITALS

~~1.~~ 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.~~ 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.~~ 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.~~ 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.~~ 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.~~ 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.~~ 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.~~ 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:

1. 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.

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

1.14 "**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.

1.15 "**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.

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

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

1.18 "**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).

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

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

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

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

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

1.24 **"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).

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

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

1.27 "**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).

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

1.29 "**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).

1.30 "**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.

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

1.32 "**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.

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

1.34 "**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.

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

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

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

1.38 "**NYeC 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)).

1.39 ~~**1.38**~~ "**Other Approved Network**" means an Other Network that has been approved in accordance with Section 8.1(a).

1.40 ~~**1.39**~~ "**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 ~~1.40~~ "**Part 2**" means the federal substance use disorder confidentiality regulations set forth at 42 C.F.R. Part 2.

1.42 ~~1.41~~ "**Participant**" has the meaning set forth in the preamble to this SCPA.

1.43 ~~1.42~~ "**Participant Indemnified Parties**" has the meaning set forth in Section 15.1.

1.44 ~~1.43~~ "**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 ~~1.44~~ "**Party**" or "**Parties**" has the meaning set forth in the preamble to this SCPA.

1.46 ~~1.45~~ "**Permitted Purposes**" means, collectively, the QE Permitted Purposes and the SDI Permitted Purposes.

1.47 ~~1.46~~ "**PHI**" or "**Protected Health Information**" has the meaning set forth at 45 C.F.R. § 160.103.

1.48 ~~1.47~~ "**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 ~~1.48~~ "**Prohibited Purposes**" means the purposes for which SHIN-NY Data may not be used or disclosed.

1.50 ~~1.49~~ "**QE**" or "**QEs**" has the meaning set forth in the preamble to this SCPA.

1.51 ~~1.50~~ "**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 ~~1.51~~ "**QE Platform**" means the platform maintained, directly or indirectly, by a QE to provide connectivity among HINs and SHIN-NY participants and to allow SHIN-NY participants to access and use the SHIN-NY and the Required Participant Services.

1.53 ~~1.52~~ "**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).

1.54 ~~1.53~~ "**QHIN**" means a qualified health information network under TEFCA.

1.55 ~~1.54~~ "**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 ~~1.55~~ "**Receiving Party**" has the meaning set forth in Section 13.2.

1.57 ~~1.56~~ "**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 ~~1.57~~ "**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 "**Research**" has the meaning set forth in the SHIN-NY SOPs.

1.60 ~~1.58~~ "**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.

1.61 ~~1.59~~ "**SDI**" means the data infrastructure maintained, directly or indirectly, by NYeC that includes, but is not limited to, a secure statewide repository that includes Core SDI Data (*e.g.*, the "Primary Document Repository"), and data infrastructure used by NYeC to deliver services required under the NYeC-Department Contract (*e.g.*, statewide patient matching services, statewide consent management system services and statewide reporting).

1.62 ~~1.60~~ "**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.

1.63 ~~1.61~~ "**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.

1.64 ~~1.62~~ "**Security Incident**" means "Security Incident" as defined at 45 C.F.R. § 164.304.

1.65 ~~1.63~~ "**Selected HIN**" means Designated HIN and, if applicable, any Additional HINs and any VAS HINs.

1.66 ~~1.64~~ "**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.

1.67 ~~1.65~~ "**SHIN-NY**" has the meaning set forth in the recitals to this SCPA.

1.68 ~~1.66~~ "**SHIN-NY Agreements**" means this SCPA, any other Statewide Common Participation Agreement, any QEPA, any DUCA, or any Funding Agreement.

1.69 ~~1.67~~ "**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.

1.70 ~~1.68~~ "**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.

1.71 ~~1.69~~ "**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.

1.72 ~~1.70~~ "**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.

1.73 ~~1.71~~ "**SHIN-NY Platform**" means any QE Platform and the SDI.

1.74 ~~1.72~~ "**SHIN-NY** Regulations" has the meaning set forth in the recitals to this SCPA.

1.75 ~~1.73~~ "**SHIN-NY SOPs**" has the meaning set forth in the recitals to this SCPA.

1.76 ~~1.74~~ "**State Designated Entity**" or "**SDE**" has the meaning set forth in the recitals to this SCPA.

1.77 ~~1.75~~ "**Statewide Common** Participation **Agreement**" or "**SCPA**" means a "statewide common participation agreement" established pursuant to the SHIN-NY Regulations.

1.78 ~~1.76~~ "**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.

1.79 ~~1.77~~ "**Statewide Data Use Committee**" or "**SDUC**" has the meaning set forth in Section 7.10.

1.80 ~~1.78~~ "**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 ~~1.79~~ "**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 ~~1.80~~ "**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 ~~1.81~~ "**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 ~~1.82~~ "**Vendor Terms and** Conditions" has the meaning set forth in Section 6.2(b).

1.85 ~~1.83~~ "**Voluntary Participant**" means any SHIN-NY participant that is not a Regulated Participant.

2. SCPA PURPOSE & SHIN-NY PLATFORMS.

2.1 SCPA Purpose. This SCPA sets forth the Parties' respective rights, duties, and obligations with respect to, and the terms and conditions regarding (i) Participant's participation in the SHIN-NY and use of the SHIN-NY Platforms; (ii) Participant's Contribution of data to and use of data maintained in the SHIN-NY Platforms; and (iii) QEs' and NYeC's interactions with each other and with 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;

(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) NYeC Role. 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) Department Role. 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.

3. PARTICIPANT ELECTIONS AND REGISTRATION.

3.1 Election Schedule. By submitting and executing an Election Schedule substantially similar to the form attached hereto as Exhibit A in accordance with the process set forth in the SHIN-NY SOPs, Participant agrees to be bound by this SCPA in accordance with its 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 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. If an Eligible NYeC Participant selects NYeC as its Designated HIN, Additional HIN and/or VAS HIN, NYeC may provide ~~services to~~NYeC Services to such Eligible NYeC Participants, which NYeC Services shall be provided 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 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 Core SHIN-NY Data to the extent 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 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:

(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.

(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.

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 with 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 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 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 in accordance with the charter of 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.

(a) ~~7.12 De-identified~~Creation of De-Identified Data Sets. 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 and in accordance with the requirements of this SCPA, the SHIN-NY SOPs, and applicable law, provided that no HIN shall sell, license, or otherwise transfer de-identified SHIN-NY Data, whether de-identified by such HIN or received by such HIN in de-identified form, to any third party solely for commercial profit, regardless of the form of compensation. For the avoidance of doubt, the following do not constitute a sale of de-identified data for commercial profit: (i) fees charged by an HIN to cover the reasonable costs and expenses of preparing and transmitting properly de-identified data to a third party (including but not limited to fees charged for the cost staff time, data processing, infrastructure, or other resources needed by the HIN to provide a properly de-identified data set); and (ii) fees charged by an HIN for value-added analytics, reporting, or other services provided to SHIN-NY Participants or other authorized parties using properly de-identified data.~~.

(b) Prohibited Commercial Uses and Disclosures of De-Identified Data. Except as expressly provided in subsection (c), no HIN shall for commercial profit, use, re-use, aggregate, data mine, sell, license, disclose, transfer, or otherwise exploit de-identified SHIN-NY Data, including for the development, training, improvement, marketing, or sale of a product or service; provided, however, that receipt by a HIN of compensation for the reasonable costs or value of the services performed, and not for the commercial value of the de-identified SHIN-NY Data, shall not be considered acting for commercial profit.

(c) Non-Commercial Uses and Disclosures. A HIN may use or disclose de-identified SHIN-NY Data if the use or disclosure is not for commercial profit and such use or disclosure meets one or more of the following criteria:

(i) Any use by a HIN for a Permitted Purpose pursuant to Section 9.2 of this SCPA;

(ii) Any disclosure by a HIN to a SHIN-NY participant for a Permitted Purpose pursuant to Section 9.2 of this SCPA;

(iii) Any disclosure by a HIN to any third party (whether or not a SHIN-NY Participant) for Research activities, including but not limited to clinical trial feasibility studies, expressly authorized under the SHIN-NY SOPs and applicable governance and approval requirements;

(iv) Other use cases specifically reviewed and approved in accordance with the SHIN-NY SOPs.

Nothing in this subsection authorizes a fee otherwise prohibited by this SCPA.

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. ~~If an Other Network is approved through such process, NYeC may sign an agreement with such Other Network on behalf of the Parties.~~

(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 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 public notice of any such SHIN-NY SOP amendment 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 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 Bulk Data Rule. Pursuant to 28 CFR part 202, each HIN is prohibited knowingly from engaging or attempting to engage in, or knowingly permitting others to engage or attempt to engage in, the following: selling, licensing of access to, or other similar commercial transactions, such as reselling, sub-licensing, leasing, or transferring in return for valuable consideration, SHIN-NY Data or any part thereof, to countries of concern or covered persons, as defined in 28 CFR part 202. Where a Party knows or suspects that a country of concern or covered person has gained access to SHIN-NY Data through a data brokerage transaction, such Party will immediately inform the other Parties. Failure to comply with the above will constitute a breach of this Agreement and may constitute a violation of 28 CFR part 202.

9.3 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 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 HINs (and the vendors and service providers of NYeC and HINs, and the agents with authority to act on behalf of NYeC and HINs) 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.

9.4 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; (ii) 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 (iii) such HIN shall, in each case and to the extent permitted by applicable law, promptly notify Participant 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 General Business Law § 394-i, New York Executive Law § 837-x, and any other law limiting

disclosure of SHIN-NY Data in response to civil, criminal, or regulatory inquiries, investigations (including out-of-state investigations), subpoenas, or summons for certain information.

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

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

(i) A general obligation to maintain appropriate, industry-standard 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) Participant Security Requirements. 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 Section 5.3, and (y) appropriate and adequate training to all of Participant's personnel who Participant intends to list as Authorized Users on the User List prior to their becoming Authorized Users, with respect to the privacy, security and confidentiality of PHI and applicable rights and obligations in connection with performance under this SCPA;

(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.

(c) Offshoring. In addition to the requirements of the attached BAA, each HIN shall not receive, process, transfer, handle, store or access Participant's SHIN-NY Data out of the United States and its territories without the prior express written authorization of Participant.

9.6 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 9.6(a), as applicable.

9.7 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 Section 9.7(a), to the extent required by law.

9.8 Relation to SHIN-NY SOPs.

(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 Cooperation. 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 No Exclusivity. 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 Permitted Purposes. 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 Ownership and Derivatives. Except as otherwise set forth under this SCPA, as between the Parties, each HIN holds all right, title, interests in and licenses to its SHIN-NY Platform. Participant shall not, and shall not permit others (including, but not limited to, its Authorized Users) to, copy, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create any derivative works from the SHIN-NY Platforms or any component thereof unless it obtains prior written approval of the rightful owner (which may be an HIN).

11.2 Use of Marks. 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.

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 7.1**1** (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) and other third parties doing business with such Party; (ii) financial and business plans and data of a Party; (iii) personal data, information and documentation relating to human resource operations, policies and procedures of a Party; (iv) statistical information of a Party; (v) marketing plans (including, but not limited to, marketing data, strategic plans and client information); (vi) product plans (including, but not limited to, technical data, service specifications, product specifications and computer programs) of a Party; (vii) either Party's client or customer data and client business information (including, but not limited to, client names and client lists); and (viii) anything developed by reference to the information described in this definition, in each case except to the extent any such information is required by applicable laws or the SHIN-NY SOPs to be made publicly available or otherwise disclosed; provided, further, that Confidential Information shall not include any information that (a) is in the public domain; (b) is already known or obtained by any other Party other than in the course of such other Party's performance under this SCPA; (c) is independently developed by any other Party; and/or (d) becomes known from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of this SCPA or the SHIN-NY SOPs, or any other confidentiality or nondisclosure agreement by any other Party.

13.2 Use of Confidential Information. A Party receiving Confidential Information from another Party (a "**Receiving Party**") shall not (a) use the Confidential Information of the Party making a disclosure of Confidential Information to a Receiving Party (a "**Disclosing Party**") except as necessary to perform its obligations or exercise its rights under or pursuant to this SCPA and the SHIN-NY SOPs; (b) disclose or otherwise allow access to the Confidential Information of a Disclosing Party to any individuals or third parties, except as provided in Sections 13.3 and 13.4; or (c) use the Confidential Information to compete, directly or indirectly, with the business or operations of a Disclosing Party. A Receiving Party shall protect the Confidential Information of a Disclosing Party with at least the same level of care as it protects its own confidential information of similar nature, but not less than a reasonable level of care.

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

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

13.5 Return Upon End of Term. Following expiration or termination of this SCPA for any reason, each Party, except as set forth in the next sentence, thereafter shall not: (a) use, recreate, or reproduce, and shall cause its officers, directors, employees, professional advisors (including, but not limited to, accountants), contractors and other agents and representatives to not thereafter use, recreate or reproduce, Confidential Information of another Party; and (b) disclose, or permit its officers, directors, employees, professional advisors (including, but not limited to, accountants), contractors and other agents and representatives to disclose, Confidential Information of another Party to any third party. Upon expiration or termination of this SCPA for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of another Party and shall retain no copies thereof; provided, however, that each Party shall retain or cause to be retained copies of Confidential Information of another Party to the extent required by the SHIN-NY SOPs, and may use Confidential Information such other Party, subject to this Section 13, to verify or document performance under this SCPA and financial information relating thereto, for audit purposes, and to enforce its rights and defend itself from any claims or causes of action related to this SCPA or such other Party. If this SCPA is terminated with respect to only one HIN in accordance with Section 12.4, then the obligations under this Section 13.5 shall apply only with respect to such termination.

13.6 Remedies. Each Party recognizes and agrees that the covenants set forth in this Section 13 are reasonable and properly required for the protection of the information, activities and business of the other Parties. Each Party agrees that the violation of the covenants or agreements in this Section 13 would cause irreparable harm to the other Parties, that the remedy at law for any violation or threatened violation thereof would be inadequate and that, in addition to any other remedies available at law or in equity, any Party seeking enforcement of the covenants set forth in this Section 13 may seek temporary and permanent injunctive or other equitable relief.

14. DISPUTE RESOLUTION.

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

(a) To initiate dispute resolution under this Section 14.1, a Party raising the Dispute shall send a notice to the other Parties 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 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.

(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, and except as provided under Section 15.6(c), 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.[1]

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.

(iii) ~~(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.

[1] ~~Note: Section 15.6(b) reinforces a SHIN-NY Recouping Party's ability to pursue insurance recovery and collect under the applicable SHIN-NY Liable Party's insurance coverage. However, some Participants have raised concerns that notwithstanding Section 15.6(c), the assignment of rights to insurance proceeds would adversely affect a Participant's insurance coverage and/or its ability to obtain insurance coverage. We are seeking public comment whether to (1) retain Section 15.6(b) and Section 15.6(c), and rely on Section 15.6(c) for the non-enforceability of the assignment requirements under the circumstances described in 15.6(c); or (2) remove both Section 15.6(b) and Section 15.6(c); or (3) allow a HIN-Specific Modification (applicable only to those HINs that execute the HIN-Specific Modification) that would permit the parties thereto to modify, replace or delete (in whole or in part) any term or provision of 15(b) and/or (c).~~

(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-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 (i) certificate(s) of insurance evidencing such coverage required to be maintained pursuant to this SCPA; and (ii) only if such certificate(s) are not sufficient to demonstrate compliance with the requirements of this SCPA, alternative evidence necessary to demonstrate such compliance. Participant shall protect the confidentiality of any information related to a HIN's required insurance coverage in accordance with Section 13.

(e) Upon request by Selected HIN, Participant shall provide to Selected HIN (i) certificate(s) of insurance evidencing such coverage required to be maintained pursuant to this SCPA; and (ii) only if such certificate(s) are not sufficient to demonstrate compliance with the requirements of this SCPA, alternative evidence necessary to demonstrate such compliance. Selected HIN shall protect the confidentiality of any information related to Participant's required insurance coverage in accordance with Section 13. Participant acknowledges and agrees that Selected HIN shall have the right to provide such certificate(s) and alternative evidence received from Participant to any other HIN upon such other HIN's request; provided, however, that such other HIN shall protect 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; 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.[~~2~~1]

16. GENERAL.

16.1 Amendments; HIN-Specific Modifications.

(a) Amendments.

(i) 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.

(ii) Notwithstanding anything in this SCPA to the contrary, in the event that NYeC reasonably determines that it is necessary to urgently amend this SCPA in a manner faster than could feasibly be accomplished through the Statewide Collaboration Process to ~~align the SCPA with applicable requirements~~address a declared public health or other emergency or to avoid a specific identified violation of regulation or law (e.g., a state regulation is adopted on an emergency basis),

[~~2~~1] Note: ~~The~~ One of the primary goals of the SHIN-NY is to ensure that providers have access to data to improve patient care. In order to achieve that goal, the SHIN-NY requires ongoing participation by and collaboration among a large and diverse group of stakeholders, including large health systems that are required to participate, voluntary participants of varying levels of size, and the HINs, which are small non-profit entities largely funded by the State. A waiver of subrogation ~~reinforces the overall SCPA risk allocation framework of relying on insurance to cover losses (i.e., by preventing an insurer from seeking reimbursement from a SHIN-NY participant after paying an insurance claim to the insured party). The waiver strengthens the SHIN-NY~~encourages this participation and collaboration by reducing the risk ~~of litigation for SHIN-NY participants. Some participants have previously raised concerns with the waiver of subrogation. We are seeking~~that stakeholders will become entangled in litigation arising from insured losses. By preventing insurers from pursuing reimbursement claims against the other party after paying a covered loss, the provision reduces the potential for disputes and promotes commercial certainty. We continue to seek public comment on this section, including additional detail regarding the nature of ~~the~~any concerns.

NYeC may, with the Department's prior approval, implement an interim amendment to this SCPA, ~~which~~ in accordance with this Section 16.1(a)(ii) and the SOPs.

(A) NYeC shall use best efforts to publish notice of an interim amendment no less than thirty (30) days in advance of the effective date of such amendment. Such notice shall include the specific legal authority or circumstance necessitating the interim amendment and notice that, if a Participant objects to a material change to this SCPA, such Participant retains the right to terminate this SCPA under Section 12.2(a).

~~(ii)~~ (B) Such interim amendment shall be effective upon its publication and until it is withdrawn or further amended by NYeC or ratified pursuant to the Statewide Collaboration Process~~. NYeC will, if feasible, provide notice of any such SCPA amendment thirty (30)~~, which process shall commence within 60 days ~~in advance~~ of the effective date ~~of such amendment~~.

(C) Such interim amendment shall be reasonably limited to address the applicable declared public health or other emergency or to avoid the applicable violation of regulation or law.

(iii) Notwithstanding clause (i) and clause (ii), 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 15.6(b) and Section 15.6(c), to modify, replace or delete (in whole or in part) any term or provision of Section 15(b) and/or Section 15(c), provided that no such amendment shall affect the rights of any other HIN except as agreed to in writing by such other HIN;

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

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

(vi) ~~(v)~~ With respect to the BAA attached to this SCPA: (1) to add 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) to modify any terms relating to the time period by which an HIN must report any Data Breaches or Security Incidents to Participant, and (3) to modify any terms relating to the information that an HIN must report to Participant with respect to any Data Breaches or Security Incidents.

(d) The terms of any modification pursuant to Section 16.1(c) 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 Section 16.1(c) 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 Sections 16.1(c), 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 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 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: 7C6360F75F6249A... _____

Name: David Horrocks

Title: Chief Executive Officer

99 Washington ve, Suite 1750,
Albany NY 12210

Address: _____

Email: dhorrocks@nyehealth.org

Bronx RHIO, Inc.:

Signature: Signed by: 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: DocuSigned by: 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: Signed by: Elizabeth Amato 53CAF47B32B04E3...

Name: Elizabeth Amato

Title: President & CEO

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

Email: eamato@healtheconnections.org

Healthix, Inc:

Signature: DocuSigned by: 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: Signed by: Mark Mckinney 5A9A2FA53E4E4E1...

Name: Mark McKinney

Title: CEO

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

Email: mmckinney@hixny.org

HEALTHeLINK, Inc:

Signature: DocuSigned by: 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.

PARTICIPANT INFORMATION AND HIN SELECTION

~~(1)~~ (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)~~ (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)~~ (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)~~ (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.

EXHIBIT B

ANTICIPATED SHIN-NY SOPs

~~1.~~ 1. Privacy and Security Policies and Procedures

~~2.~~ 2. SDI Data Use Approval Process

~~3.~~ 3. Required Participant Services Requirements for both QEs and NYeC (modification of existing Qualified Entity Minimum Technical Requirements)

~~4.~~ 4. Contribution Requirements and Contribution Standards for Participants

~~5.~~ 5. Election Process

~~6.~~ 6. Requirements for SDI Waiver Recipients Under 10 N.Y.C.R.R. § 300.6

~~7.~~ 7. Platform Technical Specifications for both QEs and NYeC

~~8.~~ 8. Social Care Network Disclosures

~~9.~~ 9. Technical Standards for Interoperability and Data Sharing

~~10.~~ 10. Statewide Collaboration Process

~~11.~~ 11. QE Organizational Characteristics Requirements

~~12.~~ 12. QE Participant Member-Facing Services

~~13.~~ 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.

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.~~ 1. DEFINITIONS.

~~a)~~ a) "**Breach**" has the same meaning as the term "Breach" as defined in 45 C.F.R. § 164.402.

~~b)~~ 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)~~ 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)~~ 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)~~ e) "**Designated Record Set**" has the same meaning as the term "Designated Record Set" as defined in 45 C.F.R. § 164.501.

~~f)~~ f) "**DOH**" means the New York State Department of Health.

~~g)~~ 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)~~ 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.

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

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

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

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

~~q)~~ 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)~~ 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, as amended, modified or restated from time to time.

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

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

~~u)~~ u) "**Underlying Contract**" means the Statewide Common Participation Agreement entered into by and between Business Associate and Covered Entity, as amended, modified or restated from time to time.

~~v)~~ 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.

~~w)~~ 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.~~ 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

~~a)~~ 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)~~ 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)~~ (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)~~ (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)~~ c) Reportable Events.

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

~~(iii)~~ (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)~~ 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)~~ 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)~~ 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 as soon as practicable but in no case later than ~~seven~~three (~~7~~3) 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)~~ 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 as soon as practicable but in no case later than ~~seven~~three (~~7~~3) 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)~~ 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)~~ 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)~~ 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)~~ 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)~~ 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.~~ 3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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

~~4.~~ 4. OBLIGATIONS OF COVERED ENTITY.

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

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

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

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

~~5.~~ 5. MEDICAID CONFIDENTIAL DATA.

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

~~6.~~ 6. QUALIFIED SERVICE ORGANIZATION AGREEMENT

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

~~c)~~ 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.~~ 7. TERM AND TERMINATION.

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

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

~~c)~~ c) Effect of Termination.

~~(i)~~ (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)~~ (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.~~ 8. INDEMNIFICATION.

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

~~9.~~ 9. COORDINATION OF BUSINESS ASSOCIATE AND COVERED ENTITY.

~~a)~~ 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)~~ 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)~~ 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)~~ 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)~~ 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)~~ 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)~~ 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)~~ 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)~~ 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 including any HIN-Specific Modifications made thereto in accordance with Section 16 thereof, this BA Agreement, the SHIN-NY SOPs and any amendments thereto, together with any other written instruments expressly authorized or contemplated by the Underlying Agreement or the SHIN-NY SOPs, constitute the entire agreement of the Parties with respect to the subject matter contained herein.

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

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

PARTICIPANT

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Email: _____

HEALTH INFORMATION NETWORKS

New York eHealth Collaborative, Inc.:

Signature: Signed by: 7C6360F75F6249A...

Name: David Horrocks

Title: Chief Executive Officer

99 Washington ve, Suite 1750,
Albany NY 12210

Address: _____

Email: dhorrocks@nyehealth.org

Bronx RHIO, Inc.:

Signature: Signed by: 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: DocuSigned by: 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: Signed by: Elizabeth Amato 53CAF47B32B04E3...

Name: Elizabeth Amato

Title: President & CEO

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

Email: eamato@healtheconnections.org

Healthix, Inc:

Signature: DocuSigned by: 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: Signed by: Mark McKinney 5A9A2FA53E4E4E1...

Name: Mark McKinney

Title: CEO

80 Wolf Road, Suite 500, Albany NY 12205

Address:

Email: mmckinney@hixny.org

HEALTHeLINK, Inc:

Signature: DocuSigned by: Dan Porreca 0772022E099A49A...

Name: Dan Porreca

Title: President & CEO

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

Email: dporreca@wnyhealthelink.com

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.

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 10/9/2026 4:06:34 PM	
Style name: Manatt Standard	
Intelligent Table Comparison: Active	
Original DMS: iw://dmsdocs.manatt.com/MANATT/404715448/11	
Modified DMS: iw://dmsdocs.manatt.com/MANATT/404715448/12	
Changes:	
Add	222
~~Delete~~	199
~~Move From~~	15
Move To	15
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	451