

North Carolina Health Information Exchange Authority  
FULL NC HIEA PARTICIPATION AGREEMENT INSTRUCTIONS

*Please read these instructions carefully. Missing or inaccurate information will delay processing of your agreement.*

1. Read and review the entire NC HIEA Participation Agreement with your legal department, Primary Contact, or other authorized staff member. **If you have already signed a previous participation agreement with NC HIEA, signing and executing this document will replace and supersede any previous participation agreements.**
2. On **page 2**, include the legal entity name of the provider or facility. If you “Do business as” another identity, please include that information. The address listed should be the appropriate USPS mailing address.
3. Please have an authorized signatory **sign page 28** under “Participant” and **page 38** under “Covered Entity.” Wet ink or digital signatures will be accepted, but text signatures will not. By signing these pages, you are agreeing to the terms of the Participation Agreement and to the **Business Associate Agreement in Attachment 5**. The agreement cannot be executed by NC HIEA without signatures on these pages.
4. In **Attachment 1** on **page 29**, please provide your contact information for your organization where you will receive formal Notices from NC HIEA.
5. In **Attachment 2** on **page 30**, please provide the name and contact information for your: Participant Account Administrator and Technical Services Contact (CIO or other Technical Support contact) where indicated. If one person fulfills multiple roles, please indicate this.
6. In **Attachment 3** on **page 31**, please provide information about your practice, your EMR or EHR vendor, what health system or HIE your organization is a member of, and the remaining requested information. Please also review the Technical Specifications, Targeted Data Standards, and On-Boarding Process that you are required to comply with.
7. In **Attachment 4** on **page 35 and 36**, please identify your **Participating Entities and locations**, if applicable. Please see Section 2.37 for the definition of a Participating Entity. If you have more than three entities or locations, please follow the instructions in Attachment 4 to complete an additional spreadsheet. Incomplete information in this section will delay the processing of your agreement.
8. In **Attachment 5** starting on **page 37**, please review the **Business Associate Agreement**. Please include the legal entity name of the provider or facility next to “name of Participant,” and sign on **page 39** under “Covered Entity.”
9. Please return the **entire** 49-page signed Participation Agreement to the North Carolina Health Information Exchange Authority via email to [HIEA@NC.gov](mailto:HIEA@NC.gov). Or you can mail it to the address below.

NC Health Information Exchange Authority Legal Team  
Mail Service Center 4101  
Raleigh, NC 27699-4101

The North Carolina Health Information Exchange Authority will confirm receipt of the fully executed Participation Agreement by email to one or more of the individuals identified in **Attachment 2** on **page 30**. This email will include important contact information for technical assistance and the next steps in the connection process.

**NC HIEA**  
**Full Participation Agreement**  
**for NC HealthConnex Access and Data**  
**Use**

Version Date: March 2, 2021

**North Carolina Health Information Exchange Authority**  
**Full Participation Agreement for NC HealthConnex Access and Data Use**

The NC HIEA Full Participation Agreement for NC HealthConnex Access and Data Use (“Participation Agreement” or “Agreement”) is made and entered into by and between the North Carolina Health Information Exchange Authority (“NC HIEA”), an agency of the State of North Carolina and \_\_\_\_\_ (“Participant”) by the Effective Date defined herein. (NC HIEA and Participant may be referred to individually as “Party” and collectively as “Parties.”).

WITNESSETH:

WHEREAS, NC HIEA was created and enabled by the NC General Assembly through the Statewide Health Information Exchange Act (S.L. 2015-241) in order to assume operations of the previously authorized State health information exchange and associated network as the successor to the NC HIE, and for purposes enumerated therein, which the Parties acknowledge as public purposes of the State;

WHEREAS, NC HIEA is engaged in the oversight, administration and operation of a statewide electronic health information exchange network (“NC HealthConnex”), and in connection therewith makes available certain HIE Features (as defined herein) for use by Participants of NC HealthConnex. The Participants enter into this Agreement to enable their participation in health information exchange activities, as set forth below;

WHEREAS, Participants in NC HealthConnex may voluntarily submit or receive data through NC HealthConnex; and a Participant may be both a data Submitter and a data Recipient, and the Participants desire to electronically Transact, on their own behalf or on behalf of their Authorized Users or Participating Entities, health information among Participants;

WHEREAS, notwithstanding the voluntary nature of NC HealthConnex under N.C.G.S. § 90-414.2 and as a condition of receiving State funds, Health Care Providers are required by law to connect to NC HealthConnex and submit, through NC HealthConnex, demographic and clinical information pertaining to health care services rendered to Medicaid, State Health Plan for Teachers and State Employees, and other State-funded health care program beneficiaries and paid for with State-funded health care funds;

WHEREAS, the Participants are organizations that oversee and conduct, on their own behalf and on behalf of their Participating Entities and Authorized Users, electronic transactions or exchanges of health information among groups of persons or organizations; have the technical ability to electronically transact health information on their own behalf or on behalf of their Participating Entities and Authorized Users; have the organizational infrastructure and legal authority to comply with the obligations in this Agreement and to require their Participating Entities and Authorized Users to comply with applicable requirements in this Agreement;

WHEREAS, the relationship between the Participant and the individuals whose records are available within or through their respective Systems varies from Participant to Participant and, in some cases, there is no direct relationship;

WHEREAS, as a condition of Transacting information with other Participants, each Participant must enter into this Participation Agreement, and has agreed to do so by executing this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Participants hereto mutually agree as follows:

1. **Cooperation.** The Parties understand and acknowledge that numerous activities with respect to this Agreement shall likely involve each Party's employees, agents, and third-party contractors, vendors, or consultants. In seeking another Party's cooperation, each Party shall make all reasonable efforts to accommodate the other Party's schedules and reasonable operational concerns. A Party shall promptly report, in writing, to the other Party, any problems or issues that arise in working with the other Party's employees, agents, or subcontractors that threaten to delay or otherwise adversely impact a Party's ability to fulfill its responsibilities under this Agreement. In no case shall a Party be required to disclose PHI in violation of Applicable Law. This writing shall set forth in detail and with clarity the problems that the Party has identified. To the extent not legally prohibited, each Party shall:
  - 1.01. cooperate fully with the other Party and any such third parties with respect to such activities as they relate to this Agreement;
  - 1.02. provide such information to the other Party or such third parties as they may reasonably request for purposes of performing activities related to this Agreement;
  - 1.03. devote such time as may reasonably be requested by the other Party to review information, meet with, respond to, and advise the other Party with respect to activities as they relate to this Agreement;
  - 1.04. provide such reasonable assistance as may be requested by the other Party when performing activities as they relate to this Agreement; and
  - 1.05. subject to a Party's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any foreseeable dispute or litigation or protecting a Party's Confidential Participant Information, provide information and assistance to NC HIEA or other Parties in the investigation of HIPAA Breaches, Security Breaches, or Disputes.
2. **Definitions.** For the purposes of this Agreement, the following terms shall have the meaning ascribed to them below. All defined terms are capitalized throughout this Agreement. Certain terms are defined by, or defined by reference, N.C.G.S. § 90-414.3 and shall have the meaning and intent herein as set forth therein. Such terms include: business associate, business associate contract, covered entity, department, disclose or disclosure, emergency medical condition, HIPAA, individual, NC Health Information Exchange Advisory Board, NC Health Information Exchange Authority, opt out, protected health information, public health purposes, research purposes and State CIO.
  - 2.01. **Applicable Law** shall mean all applicable statutes and regulations of North Carolina and of the state(s) or jurisdiction(s) in which the Participant operates, as well as all applicable United States federal statutes, regulations, standards and policy requirements.
  - 2.02. **Approved Third Parties** shall mean Business Associates, Covered Entities, agencies of the State of North Carolina, and other entities that have entered into HIPAA compliant data sharing agreements with NC HIEA to further the purposes outlined in N.C.G.S. § 90-414.2 et. seq. and other Applicable Law.
  - 2.03. **Authorization** shall have the meaning and include the requirements set forth at 45 C.F.R. § 164.508 of the HIPAA Regulations and include any similar but additional requirements under Applicable Law.
  - 2.04. **Authorized User** shall mean any person who has been authorized to Transact Message Content through the respective Participant's System in a manner defined by the respective Participant. "Authorized Users" may include, but are not limited to, Health Care Providers; Health Plans; and employees, contractors, or agents of a Participant. An Authorized User may act as either a Submitter, Recipient or both when Transacting Message Content.
  - 2.05. **Clinical Portal** shall mean the NC HealthConnex portal system made available to Participant, Participating Entities, and Authorized Users to use for Permitted Purposes.

- 2.06. **Confidential Participant Information**, for the purposes of this Agreement, shall mean proprietary or confidential materials or information of a Participant in any medium or format that Participant labels as such upon disclosure. Message Content and HIE Data is excluded from the definition of Confidential Participant Information because other provisions of this Agreement and the DURSA address the appropriate protections for Message Content and HIE Data. Notwithstanding any label to the contrary, Confidential Participant Information does not include Message Content; any information which is or becomes known publicly through no fault of a Receiving Party; is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from a Participant as documented by Receiving Party's written records; or, is independently developed by Receiving Party without reference to, reliance on, or use of, Participant's Confidential Participant Information. Confidential Participant Information includes the following types of information which are not subject to disclosure pursuant to the N.C. Public Records Act when in the possession or custody of the NC HIEA, but is not limited to:
- a. a Party's designs, drawings, procedures, trade secrets as defined in N.C.G.S. §66-152 *et seq.*, processes, specifications, source code, System architecture, security measures, research and development, including, but not limited to, research protocols and findings, passwords and identifiers, new products, and marketing plans;
  - b. proprietary financial and business information of a Party; and
  - c. information or reports provided by a Party to a Receiving Party in the performance of this Agreement.

For purposes of this Section 2.06 and 16, Submitter's information shall include third party information deemed proprietary, or non-public, by Submitter or such third party.

- 2.07. **Data Use and Reciprocal Support Agreement or DURSA** shall mean the second restatement of the multiparty legal agreement that established a trust framework between the participants of the nationwide eHealth Exchange that was updated on August 13, 2019. NC HIEA is a participant of the eHealth Exchange
- 2.08. **Digital Credentials** shall mean a mechanism that enables Participants to electronically prove their identity in order to connect to NC HealthConnex, to submit HIE Data to NC HIEA, and to Transact Message Content with other Participants.
- 2.09. **Direct Secure Messaging** shall mean the encrypted messaging service provided to Participants by the NC HIEA, a certified Health Information Service Provider, that allows Participants to communicate securely with other NC HealthConnex Participants or with other certified Direct Secure Message recipients.
- 2.10. **DirectTrust** means the collaborative non-profit association of health information technology and health care provider organizations to support secure, interoperable health information exchange via Direct Secure Message protocols.
- 2.11. **Dispute** shall mean any controversy, dispute, or disagreement arising out of or relating to this Agreement.
- 2.12. **Effective Date** shall mean the date on which the last of the following events occurs (i): the full execution of this Agreement by both the Parties, and (ii) the full execution of the Business Associate Agreement by the parties attached hereto as Attachment 5.
- 2.13. **eHealth Exchange** shall mean the nationwide health information network that allows participants to exchange data using an agreed upon set of national standards, services and policies developed by the

Sequoia Project in coordination with the Office of National Coordinator within the U.S. Department of Health and Human Services.

- 2.14. **EHR Product** shall mean the electronic software system, products or services related to electronic health record and medical practice management solutions used by Participants.
- 2.15. **Go Live Date** shall mean the date of completion of the Onboarding process.
- 2.16. **Health Care Operations** shall have the meaning set forth at 45 C.F.R. §164.501 of the HIPAA Regulations.
- 2.17. **Health Care Provider** shall have the meaning set forth at 45 C.F.R. §160.103 of the HIPAA Regulations.
- 2.18. **Health Information Service Provider or HISP** shall mean a company or other organization that will support one or more Participants by providing them with operational, technical, or health information exchange services.
- 2.19. **Health Plan** shall have the meaning set forth at 45 C.F.R. §160.103 of the HIPAA Regulations.
- 2.20. **HIE Data** shall mean the clinical and demographic data submitted to, exchanged, and stored by NC HIEA as required by N.C.G.S. §90-414.4 together with such other PHI or individually identifiable information as may be necessary or proper to achieve the purposes of the NC HIEA in N.C.S.L. 2015-241, N.C.S.L. 2015-264, and other Applicable Law.
- 2.21. **HIE Features** shall mean a set of technical features that Participants have the option of accessing or using for Permitted Purposes, and for such other purposes as permitted by Applicable Law. Current HIE Features are identified in Attachment 7 and are available on the NC HIEA website.
- 2.22. **HIE Operations** shall mean the obligations of NC HIEA pursuant to the Statewide Health Information Exchange Act, N.C.G.S. §§ 90-414.1 et seq., and as provided for in Section 10. HIE Operations include the following:
  - a. Facilitating exchanges and Transactions of HIE Data and Message Content with eligible Participants and Approved Third Parties for Permitted Purposes.
  - b. Processing or otherwise implementing Opt Out requests.
  - c. Performing patient identity or patient records maintenance.
  - d. Conducting or assisting in the performance of audits permitted or required by the NC HIEA Policies and Procedures, including the performance of audits of emergency access.
  - e. Evaluating the performance of or developing recommendations for improving the operation of NC HealthConnex.
  - f. Conducting technical system support and maintenance of NC HealthConnex, including circumstances where suspension or degradation of services is required to maintain or update the performance of the NC HealthConnex Resources. NC HIEA performs maintenance and upgrades on the third week of each month and as needed. Users may experience slower performance of or the inability to access affected HIE features during this period.
  - g. Engaging in any other activities as may be required to facilitate the operation of NC HealthConnex that are authorized by NC HIEA and are consistent with this Agreement and Applicable Law.
- 2.23. **HIPAA Breach** shall mean the unauthorized acquisition, access, disclosure, or use of HIE Data, Message Content while Transacting such Message Content, or Protected Health Information while utilizing the NC HealthConnex Resources pursuant to this Agreement. The term “HIPAA Breach” does not include the following:

































































































## Technical Support Communication Options Details:

### Email Support:

Please send all email requests or issue communication to [HIESupport@sas.com](mailto:HIESupport@sas.com).

- ✓ Your email will go directly to the SAS NC HealthConnex Technical Support Team, a new issue Track will be created, and a *10-digit Track number* will be assigned/mailed to you. This 10-digit Track number is important and should be used in all on-going issue communication.

You can update an existing Track by sending the *existing 10-digitTrack number in the subject line* to [HIESupport@sas.com](mailto:HIESupport@sas.com) or by replying to the new Track confirmation email you receive. All members of the SAS NC HealthConnex support team are immediately notified when a Track is raised in this manner, as is the Analyst who is currently assisting you.

Verify that any email SPAM software will not block our e-mail responses from [HIESupport@sas.com](mailto:HIESupport@sas.com). Please be detailed in your problem description by including the following information:

Steps to reproduce and demonstrate the issue

Results the user received (for example, if there was an error message what did it state, expected results were incorrect and how, etc.)?

Screen shots showing the error message as well as input prior to the error occurring

Time, date and user experiencing the issue

Client workstation details if appropriate (browser version, operating system, etc.)

Is it an isolated incident or on going?

Please refrain from contacting the support team via direct email addresses. Our goal is to respond to you as quickly as possible and document all communication around a specific issue. If you email an Analyst directly, and that person is away or on vacation, you may experience delays in response times. Emailing the support address guarantees the email will be handled quickly and the details of your communication will be captured in the issue tracking system via the 10-digit Track number.

*Note: All Severity 1 and 2 issues occurring outside 8 am to 8 pm ET must be submitted via phone to guarantee response times listed above.*

### Phone Support:

Please use the following phone number to call the SAS NC HealthConnex Technical Support Team: (919) 531-2700 **press option "2"**

- ✓ You will then be prompted to enter "1" if you have a Track number (an existing issue) or enter "2" to speak with the operator (a new issue).

If this is an existing issue, please locate your SAS NC HealthConnex 10-digit Track number prior to making the call and provide it when prompted.

If this is a new issue, the Technical Support Analyst will provide a 10-digit issue Track number during the call (be sure to ask for one if you do not receive it!).

If you entered "1" you will be routed to the Track owner during normal business hours (8 am -8 pm Eastern Time).

A Technical Support Analyst will answer the call. **Between 8:00 AM and 8:00 PM EST, ask to speak with a NC HealthConnex Technical Support Representative if they do not identify themselves as such.** If after hours, and not an emergency, you can leave a message for technical support.

*Note: All Severity 1 and 2 issues occurring outside 8 am to 8 pm ET must be submitted via phone to guarantee response times listed above.*

### SAS Technical Support Form:

Please submit your issue via the online form at <http://support.sas.com/ctx/supportform/createForm>

Before you proceed you should:

- Report urgent or critical problems by phone (see steps above)
- Verify that any email SPAM software will not block our e-mail responses from [HIEmail@sas.com](mailto:HIEmail@sas.com)
- Enter the basic Information on the form to create a Track with SAS NC HealthConnex Technical Support. If you want to update an existing Track you can do so at <http://support.sas.com/ctx/supportform/updateForm>.
- Problem Description - Be sure to include the following information:
  - Steps to reproduce and demonstrate the issue
  - Results the user received (for example, if there was an error message what did it state, expected results were incorrect and how, etc.)?
  - Screen shots showing the error message as well as input prior to the error occurring
  - Time, date and user experiencing the issue
  - Client workstation details if appropriate (browser version, operating system, etc.)
  - Is it an isolated incident or on going?
- After you supply the basic information, click “Next Page” to proceed. Otherwise click “Reset” to start over
- Shortly after you submit the form, you will receive an automatic e-mail that:
  - Confirms that you have submitted the form successfully
  - Provides the 10-digit Track number that has been assigned to your e-mail request. You will use this number to identify your issue moving forward.

### **Emergency Issues After-Hours**

If your organization experiences a **total NC HealthConnex system or operational failure**; this is considered a critical Severity 1 or 2 issue (see definitions above).

- Please have the PAA and/or your IT point of contact validate that the outage/issue is occurring for all users and is not related to your facility’s systems or infrastructure.
- If your contract states you have 24-hour support for Emergency Issues, please call the SAS phone support lines for assistance, **919-677-8008** -or- **800-727-0025**.
  - The SAS operator will forward you to a live, SAS Technical Support representative who will gather information to initiate a Track.
  - Please provide after-hours contact information for the main point of contact as well as the IT point of contact if applicable (for example, VPN /bi-directional feed usage Participants) and ensure both are available to help triage issues at that time (both are required for emergency tickets to be addressed after hours if you connect to the NC HealthConnex via VPN /bi-directional feed).
  - The SAS Technical Support representative will then contact an on-call SAS NC HealthConnex/SSOD Support Representative to work with your team.
  - On these occasions, you should expect a call back from a SAS NC HealthConnex/SSOD Support representative within 2 hours of your initial contact.
  - During off-hours support, you may be asked to provide your SAS Site Number.
- Because SAS cannot guarantee less than 24-hour response on problems tracked electronically, you should report Severity 1 or 2 problems **by phone**. If you chose to send an email or enter a Technical Support Form, your issue will be addressed the following business-day morning.

More information about SAS technical support services and policies can be found at <http://support.sas.com/techsup/support.html>.