

NC HIEA
Submission-Only Agreement for
NC HealthConnex

Version Date: September 20, 2024

North Carolina Health Information Exchange Authority
Submission-Only Agreement for NC HealthConnex

The NC HIEA Submission-Only Agreement for NC HealthConnex (“Submission-Only 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 _____ (“Submitter”) by the Effective Date defined herein. (NC HIEA and Submitter 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 to assume operations of the previously authorized State health information exchange and associated network as the successor to the NCHIE, 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 Full Participants (as defined in Section 2.30) of NC HealthConnex who in their discretion elect to sign the Full NC HIEA Participation Agreement;

WHEREAS, notwithstanding the voluntary nature of NC HealthConnex under N.C.G.S. § 90-414.2 and as a condition of receiving State funds, including Medicaid funds, Health Care Providers are required under N.C.G.S. § 90-414.4(b) 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 Medicaid or other State-funded health care funds, solely for the purposes set forth in N.C.G.S. § 90-414.4(a);

WHEREAS, NC HIEA has made this shorter-form Submission-Only Agreement available for execution by Submitter, which elects not to access the features and services of NC HealthConnex from NC HIEA as a Full Participant, in lieu of the Full NC HIEA Participation Agreement providing such access; and

WHEREAS, Submitter, as a signatory to this Agreement, does not elect to query NC HealthConnex, use the HIE Features, or otherwise access HIE Data or receive any services from NC HIEA as a Participant (as defined below) of NC HealthConnex or otherwise, but elects only to connect to NC HealthConnex to submit the required demographic and clinical data through NC HealthConnex pursuant to the legal requirements of N.C.G.S. § 90-414.4(b) applicable to Submitter, for receipt and use by NC HIEA solely for the purposes set forth in N.C.G.S. § 90-414(a) on behalf of the State as set forth therein and not on behalf of Submitter, and in any event, subject to and in accordance with all Applicable Laws.

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

1. **Cooperation.** The Parties understand and acknowledge that the data submission activities with respect to this Agreement may involve each Party's employees, agents, and third-party contractors, vendors, or consultants. In seeking another Party's cooperation, each Party shall make all commercially 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 commercially reasonable and not legally or contractually 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 Submitter Information, provide information and assistance to each other or other Parties in the investigation of HIPAA Breaches, Security Breaches, and 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 reference, or by N.C.G.S. § 90-414.3 and shall have the meaning and intent herein as set forth therein. Such terms include: business associate, covered entity, disclose or disclosure, HIPAA, individual, NC Health Information Exchange Advisory Board, NC Health Information Exchange Authority, opt out and protected health information.
 - 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 Submitter operates, as well as all applicable United States federal statutes, regulations, standards and policy requirements.
 - 2.02. **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.
 - 2.03. **Authorized Users** shall mean any person who is authorized by Submitter to coordinate or direct the submission of HIE Data to NC HealthConnex. "Authorized Users" may include, but are not limited to, Health Care Providers; Health Plans; and employees, contractors, or agents of a Submitter.
 - 2.04. **Confidential Submitter Information**, for the purposes of this Agreement, shall mean proprietary or confidential materials or information of a Submitter in any medium or format that Submitter labels as such upon disclosure, excluding HIE Data accessed in accordance with the terms of this Agreement. Notwithstanding any label to the contrary, Confidential Submitter Information does not include; 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 lawfully known to a Receiving Party before receipt from a Submitter as documented by Receiving Party's written records; or, is independently developed by Receiving Party without reference to, reliance on, or use of, Submitter's Confidential Submitter Information. Confidential Submitter 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. the 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.
 - d. For purposes of this Section 2.04 and 12.01, Submitter’s information shall include third party information deemed proprietary, or non-public, by Submitter or such third party.
- 2.05. **Digital Credentials** shall mean a mechanism that enables Submitters to electronically prove their identity, to connect to NC HealthConnex and to submit HIE Data to NC HIEA.
- 2.06. **Dispute** shall mean any controversy, dispute, or disagreement arising out of or relating to this Agreement.
- 2.07. **Effective Date** shall mean the date on which the full execution of this Agreement by both the Parties.
- 2.08. **EHR Product** shall mean the electronic software system, products or services related to electronic health record and medical practice management solutions used by Submitters.
- 2.09. **Go Live Date** shall mean the date of completion of the Onboarding process.
- 2.10. **Governmental Submitters** shall mean collectively those Submitters that are local, state or Federal agencies.
- 2.11. **Health Care Provider** shall have the meaning set forth at 45 C.F.R. §160.103 of the HIPAA Regulations.
- 2.12. **Health Plan** shall have the meaning set forth at 45 C.F.R. §160.103 of the HIPAA Regulations.
- 2.13. **HIE Data** shall mean the clinical and demographic data submitted by, or otherwise collected or accessed from, Submitter or other Submitters pursuant to the terms of this Agreement for inclusion into NC HealthConnex as required by N.C.G.S. §90-414.4, as described hereunder. For clarity, HIE Data does not include, and is not submitted pursuant to, any Authorization.
- 2.14. **HIE Features** shall mean a set of technical features that a Full Participant may have the option of accessing or using for Permitted Purposes, and for such other purposes as permitted by Applicable Law, if Full Participant has executed the “Full” NC HIEA Participation Agreement. This “Submission Only” Participation Agreement does not grant Submitter access to HIE Features. A list of current HIE Features is available on the NC HIEA website.
- 2.15. **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 8. HIE Operations include the following:
- a. Processing or otherwise implementing Opt Out requests.
 - b. Performing patient identity or patient records maintenance.
 - c. 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.
 - d. Evaluating the performance of or developing recommendations for improving the operation of NC HealthConnex.
 - e. 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.

- f. 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.
- 2.16. **HIPAA Breach** shall mean the unauthorized acquisition, access, disclosure, or use of HIE Data. The term “HIPAA Breach” does not include the following:
- a. any unintentional acquisition, access, disclosure, or use of HIE Data by an employee or individual acting under the authority of a Submitter or Authorized User if:
 - 1. such acquisition, access, disclosure, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the Submitter or Authorized User; and
 - 2. such HIE Data is not further acquired, accessed, disclosed or used by such employee or individual;
 - b. any acquisition, access, disclosure or use of information contained in or available through the Submitter’s System where such acquisition, access, disclosure or use was not directly related to NC HealthConnex; or
 - c. Unauthorized disclosure of Submitter Confidential Information.
- 2.17. **Medicaid** shall mean the health insurance program for certain low-income and/or disabled individuals that is administered by the North Carolina Department of Health and Human Services.
- 2.18. **Message** shall mean an electronic transmission of Message Content Transacted solely between Participants who have signed the Full NC HIEA Participation Agreement and the State of North Carolina using NC HealthConnex. Messages are intended to include all types of electronic transactions as necessary or desired for the Permitted Purposes, including the data or records transmitted with those transactions.
- 2.19. **Message Content** shall mean that information contained within a Message or accompanying a Message. This information includes, but is not limited to, Protected Health Information (PHI), de-identified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), individually identifiable information, pseudonymized data, metadata, Digital Credentials, and schema associated actually or logically with PHI. Message Content is provided only under the Full Participation Agreement and does not include HIE Data submitted by Submitter to NC HIEA as required by N.C.G.S. 90-414.4(b).
- 2.20. **NC HIEA Policies and Procedures** shall mean the policies and procedures, including the Privacy and Security Policies and User Access Policies, adopted by NC HIEA that are in accordance with Applicable Law and describe (i) management, operation and maintenance of NC HealthConnex; (ii) qualifications, requirements and activities of Participants; and (iii) support of the Full Participants who wish to exchange Messages with other Full Participants. The NC HIEA Policies and Procedures are amended from time to time in accordance with Section 8.02 and by providing Submitter notice reasonably in advance of such amendments; they are available on the NC HIEA website (<https://hiea.nc.gov/providers/nc-hiea-policies>).
- 2.21. **Notice or Notification** shall mean a written communication, unless otherwise specified in this Agreement, sent to the appropriate Submitter’s representative at the address listed in Attachment 1 or NC HIEA in accordance with Section 18.
- 2.22. **Office of the National Coordinator or ONC** shall mean the Office of the National Coordinator for Health Information Technology within the U.S. Department of Health and Human Services.
- 2.23. **Onboarding** shall mean the process of establishing and implementing the required credentials for Submitter to have an active connection between Submitter and NC HealthConnex through secure electronic means that allows Submitter to submit HIE Data to NC HIEA pursuant to N.C.G.S. §90-414.4(b).
- 2.24. **Onboarding and Technical Specifications** shall mean the Onboarding and technical process and specifications for connecting to NC HealthConnex, for submitting HIE Data to NC HealthConnex as required by Applicable Law, as well as any implementation guidance and other technical materials and resources approved by NC HIEA as set forth on Attachment 3.

- 2.25. **Participating Entities** shall include those separate legal entities listed on Attachment 4 that a Submitter has control over, or an entity that is under common control or that shares information systems with Submitter, e.g. a subsidiary, a satellite clinic, etc. and for whom Submitter will submit or cause to submit HIE Data under this Agreement. A Participating Entity of a Submitter may also be a natural person or business entity with whom the Submitter has a direct or indirect business or employment relationship, including any person or entity provided a license or right to access and use any of a Submitter's EHR Product, software and/or services, unless such relationship exists for the primary purpose of providing such person or entity with access to and use of NC HealthConnex. Participating Entities may elect to submit HIE Data through NC HealthConnex to NC HIEA under a single Submitter or as multiple separate Submitters.
- 2.26. **Permitted Purposes** shall mean the purposes set forth in 90-414.4(a), subject to and in accordance with all Applicable Laws.
- 2.27. **Security Breach** shall have the meaning set forth at N.C.G.S. § 75-61; i.e. An incident of unauthorized access to and acquisition of unencrypted and unredacted records or data containing personal information where illegal use of the personal information has occurred or is reasonably likely to occur or that creates a material risk of harm to a consumer. Any incident of unauthorized access to and acquisition of encrypted records or data containing personal information along with the confidential process or key shall constitute a security breach. Good faith acquisition of personal information by an employee or agent of the business for a legitimate purpose is not a security breach, provided that the personal information is not used for a purpose other than a lawful purpose of the business and is not subject to further unauthorized disclosure. For the purposes of this Agreement, only Security Breaches that involve personal information accessed, used, or disclosed through the NC HealthConnex System will require compliance with the relevant provisions in this Agreement, in addition to Applicable Law.
- 2.28. **State** shall mean the State of North Carolina.
- 2.29. **State Health Plan for Teachers and State Employees or State Health Plan** shall mean the health insurance plan provided for employees of the State of North Carolina.
- 2.30. **Submitters** shall mean organizations that are a signatory to an NC HIEA Submission-Only Agreement and thereby do not access, use, or disclose HIE Data through NC HealthConnex. To the contrary, "Full Participants" or "Participants" are Participants who execute a Full NC HIEA Participation Agreement and have the authority to access, use, and disclose HIE Data through NC HealthConnex.
- 2.31. **System** shall mean software, portal, platform, or other electronic medium controlled by a Submitter through which the Submitter conducts its submission related activities. For purposes of this definition, it shall not matter whether the Submitter controls the software, portal, platform, or medium through ownership, lease, license, or otherwise.
- 2.32. **Targeted Data Standards** shall mean standards adopted by NC HIEA that list the required clinical and demographic data elements, fields, and data feeds that must be submitted to NC HIEA through NC HealthConnex in order to comply with N.C.G.S. 90-414.4(b), as set forth on Attachment 3. To the extent possible, Submitters must submit the Meaningful Use Data Elements within the Clinical Summary MU2 Summary Type delivered via CCD within the CCDA, an ADT feed, and an ITI-41 feed as provided in Attachment 3.
- 2.33. **Test or Testing** shall mean the tests and demonstrations of a Participant's System connectivity and process, to assess conformity solely to the extent necessary to submit HIE Data hereunder, in accordance with the Onboarding plan.
- 2.34. **Transact** shall mean to send, submit, request, receive, assert, respond to, submit, route, subscribe to, or publish Message Content using NC HealthConnex by Participants who have signed a Full NC HIEA Participation Agreement. Transacting Message Content does not refer to the submission of HIE Data to NC HealthConnex as required by Applicable Law and is not applicable to the activities under this Agreement.

3. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Agreement in their entirety and shall be given full force and effect as if set forth in the body of this Agreement. This Submission-Only Agreement and together with all Exhibits shall be interpreted as an integrated agreement. Any ambiguity or material conflict between any of their provisions shall be resolved with an order of precedence among such documents as follows:
 - 3.01. This Agreement
 - 3.02. NC HIEA Policies and Procedures, Attachment 6
 - 3.03. Onboarding & Technical Specifications, Attachment 3
 - 3.04. Addresses for Notice, Attachment 1
 - 3.05. Participating Entities, [Attachment 4](#)
 - 3.06. Submitter Staff Contact Information, Attachment 2
 - 3.07. Technical Support, Attachment 5
4. **Purpose of this Agreement**
 - 4.01. The purpose of this Agreement is to provide a legal framework that will enable Submitters to connect to NC HealthConnex to submit HIE Data to NC HIEA pursuant to the legal requirements of N.C.S.L. 2015-241, N.C.G.S. § 90-414.4(b).
5. **Subscription Fees.** Pursuant to S.L. 2015-241, s. 12A.5, NC HIEA shall become self-supporting through receipt of fees sufficient to offset costs of operation. However, NC HIEA will not charge Submitters to submit HIE Data as required by N.C.G.S. § 90-414.4(b).
6. **NC HIEA Authority and the NC HIEA Advisory Board**
 - 6.01 NC HIEA Authority. NC HIEA has duties to provide oversight, facilitation and support for NC HealthConnex and Participants and Submitters by conducting activities including, but not limited to, the following:
 - a. Performing HIE Operations;
 - b. Establishing and modifying the clinical and demographic data elements and claims data elements for services paid for with Medicaid, State Health Plan, or other State funds within the defined Targeted Data Standards, which Submitters must submit to NC HIEA in order to be in compliance with N.C.G.S. § 90-414.4(b), provided that Submitters shall be given reasonable advance written notice of any modification of clinical and demographic data elements, and such elements shall be consistent in all respects with the requirements of N.C.G.S. § 90-414.4), and otherwise permitted under all Applicable Laws.
 - c. Developing and amending the NC HIEA Policies and Procedures in accordance with Section 8.02 of this Agreement;
 - d. Receiving reports of HIPAA Breaches or Security Breaches and acting upon such reports in accordance with Section 10.02 of this Agreement (Breach Notification);
 - e. Suspending or terminating Submitters in accordance with Section 15 of this Agreement (Suspension and Termination);
 - f. Resolving Disputes with and between Submitters in accordance with Section 16 of this Agreement (Dispute Resolution);
 - g. Managing the amendment of this Agreement in accordance with Section 20.03 of this Agreement;
 - h. Evaluating requests for the introduction of technical specifications into the production environment used to submit HIE Data;

- i. Coordinating to help ensure the interoperability with other health information exchange initiatives including, but not limited to, providing input into the broader ONC specifications activities and ONC standards and interoperability framework initiatives;
 - j. Fulfilling all other responsibilities delegated by North Carolina General Assembly and to Submitter as set forth in this Agreement; and
 - k. To the extent permitted under Applicable Law, this grant of authority to NC HIEA is unconditional and does not require any further consideration or action by any Submitter.
- 6.02. **NC HIEA Advisory Board.** The NC HIEA Advisory Board is organized and operates pursuant to N.C.G.S. § 90-414.8. The NC HIEA Policies and Procedures will be amended in consultation with the Advisory Board as required by N.C.G.S. § 90-414.7. Submitters may attend any public meetings of the Advisory Board.

7. Security.

- 7.01. **General.** The Parties shall be responsible for maintaining a secure environment for their respective operations, data and transactions. The Parties shall use appropriate safeguards to prevent use or disclosure of HIE Data while in their possession or control (including through third parties to whom the HIEA discloses such data or any portion thereof) other than as permitted by this Agreement, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of that HIE Data. Appropriate safeguards for each Party shall be those identified in the HIPAA Security Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and C, as safeguards, standards, “required” implementation specifications, and “addressable” implementation specifications to the extent that the “addressable” implementation specifications are reasonable and appropriate in such Party’s environment. If an “addressable” implementation specification is not reasonable and appropriate in the Party’s environment, then, consistent with the HIPAA Security Rule, the Party must document why it would not be reasonable and appropriate to implement the implementation specification and implement an equivalent alternative measure if reasonable and appropriate.
- 7.02. **NC HealthConnex Security.** NC HIEA shall adhere to the Statewide Security Manual and Policies as required by N.C.G.S. §143B-1375 *et seq.*, Security of Information Technology, and all Applicable Law that governs data confidentiality, privacy, and security.
- 7.03. **Malicious Software.** The Parties shall ensure that they employ or have employed appropriate security controls that meet applicable industry, State or Federal standards so that HIE Data and any method of submitting HIE Data will not introduce any viruses, worms, unauthorized cookies, trojans, malicious software, “malware,” or other program, routine, subroutine, or data designed to disrupt the proper operation of a System or any part thereof or any hardware or software used by a Submitter in connection therewith, 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 a System or any part thereof or any hardware, software or data used by a Party in connection therewith, to be improperly accessed, destroyed, damaged, or otherwise made inoperable. In the absence of applicable industry standards, each Party shall use all commercially reasonable efforts to comply with the requirements of this Section.

8. Obligations of NC HIEA.

- 8.01. NC HIEA shall maintain the functionality of NC HealthConnex for Submitters, and provide or arrange for the provision of such HIE Features, services, security, and other updates to NC HealthConnex for Full Participants as NC HIEA determines to be appropriate from time to time.
- 8.02. **NC HIEA Policies and Procedures.** NC HIEA shall comply with the NC HIEA Policies and Procedures adopted by NC HIEA in consultation with the NC HIEA Advisory Board. The NC HIEA Policies and Procedures will be made available on the NC HIEA website and by request. See <https://hiea.nc.gov/providers/nc-hiea-policies>.
- a. **Development of the NC HIEA Policies and Procedures; Change Process.** The NC HIEA may amend, repeal, replace, or adopt new Policies and Procedures at any time. Any changes to the NC

HIEA Policies and Procedures will be developed and amended in consultation with the Advisory Board as required by N.C.G.S. § 90-414.7

- b. Prior to approving any new, amended, repealed or replaced NC HIEA Policies and Procedures, the NC HIEA may provide notice of proposed changes to Participants. The NC HIEA may solicit and consider comments from the Participants on the new, amended, repealed or replaced NC HIEA Policies and Procedures.
- c. Adoption of changes shall be determined by the NC HIEA in consultation with the Advisory Board.
- d. NC HIEA shall notify all Participants of amended, repealed or replaced NC HIEA Policies and Procedures at least thirty (30) calendar days prior to the effective date of such amended, repealed or replaced NC HIEA Policies and Procedures, or such longer period as the NC HIEA shall determine after consultation with the NC HIEA Advisory Board.

8.03. HIE Data and Submitter Confidential Information will be accessed, used, or disclosed by NC HIEA and NC HIEA Workforce members, or the Workforce members of any subcontractors or technology partners of NC HIEA, to the extent necessary to conduct HIE Operations only for the Permitted Purposes. Without limitation, NC HIEA shall not allow HIE Data it receives pursuant to N.C. G.S. 90-414.4 or any other provision of Article 29B of the North Carolina General Statutes to be used or disclosed by or to any person or entity for commercial purposes.

8.04. **Opt Out.**

- a. NC HIEA will provide written information and education materials to Submitter about the right of Individuals on a continuing basis to Opt Out or to rescind a decision to Opt Out.
- b. After an Individual has notified NC HIEA of his or her decision to Opt Out of NC HealthConnex, NC HIEA will ensure that the Individual's HIE Data will not be disclosed to any other entities, unless as required by law or as permitted by N.C.G.S § 90-414.10.

8.05. **Compliance with CLIA.** For the sole and limited purpose of facilitating a “Report of Record” to be transmitted from an originating laboratory, or other authorized source, to a Participant pursuant to and in accordance with the Clinical Laboratory Improvement Amendments of 1988 (“CLIA”), NC HIEA agrees to be and by signing this Agreement, to the extent applicable to the HIE Data submitted hereunder, if at all, Submitter hereby designates NC HIEA to be the Submitter’s “Designated Agent” for purposes of compliance with CLIA. This designation is limited and transient such that NC HIEA shall be considered “Designated Agent” of Submitter only during the window of time beginning with the point at which a CLIA “Report of Record” is received by NC HIEA and ending with the point at which the “Report of Record” is delivered to Submitter (the Designated Agent Window), and for the sole purpose of transmitting the “Report of Record” to the Submitter. As used in this Section, the “Report of Record” shall mean the information contained in a document, electronic or otherwise, that is certified by the originating laboratory, or other authorized source, as containing the requisite information needed to satisfy CLIA’s requirement for delivery of a test result to the ordering Submitter.

8.06. **Disclosure To Covered Entities, Business Associates, and Third Parties.** NC HIEA shall disclose HIE Data only to Covered Entities, Business Associates, and third parties that have all necessary legal rights to access such data solely for the Permitted Purposes, and provided that they have first entered into Participation Agreements or HIPAA compliant data access and use agreements, including Business Associate Agreements.

9. **Obligations of Submitters.**

9.01. **Submission of HIE Data to NC HIEA.** Submitter shall submit to NC HIEA through the transmission mechanism established on Attachment 3 all data elements set forth in the Targeted Data Standards to the extent possible for, at a minimum, all health care services rendered by Submitter to Medicaid, State Health Plan, and other State-funded health care program beneficiaries.

- 9.02. **Prohibition of the Disclosure of Certain Data.** Submitter shall not submit data to NC HIEA through NC HealthConnex in contravention of Applicable Law without an Authorization if one is required by Applicable Law before such disclosure is made. This prohibition of the disclosure of data without an Authorization shall include, but is not limited to, the disclosure of substance abuse data pursuant to 42 C.F.R. Part 2 or the disclosure of psychotherapy notes pursuant to 45 C.F.R. § 164.508. As of the Effective Date, the Parties contemplate that Submitter will submit only that information set forth in Section 9.01, for use solely pursuant to N.C.G.S. 90-414.4(a) as set forth under the Permitted Purposes, and that such uses and disclosures do not require Authorization. Accordingly, Submitter has not collected, and is not undertaking any efforts to collect, any Authorization pertaining to such data.
- 9.03. **Equipment and Software.** Each Submitter shall be responsible for procuring, and assuring that it has or have access to, all equipment and software necessary for it to comply with this Agreement. Each Submitter shall ensure that all computers and electronic devices owned or leased by the Submitter are properly configured, including, but not limited to, the base workstation operating system, web browser, and Internet connectivity.
- 9.04. **Submitter Onboarding and Technical Specifications.** Each Submitter shall comply with the Onboarding and Technical Specifications developed by NC HIEA during the Onboarding process to initiate a connection to NC HealthConnex and while submitting data to NC HealthConnex pursuant to N.C.G.S. 90-414.4(b) as set forth in Attachment 3.
- 9.05. **Participating Entities.** Participating Entities that will be participating in NC HealthConnex under the authority of Submitter shall be listed in Attachment 4 of this Agreement and each party so listed shall be individually entitled to the rights and subject to the obligations set forth in the Participation Agreement. Participating Entities may act under the authority of one Submitter of NC HealthConnex or as multiple Submitters with a separate Participation Agreement for each Participating Entity.
- 9.06. **Patient Education of the Right to Opt Out.** Provided that the NC HIEA provides Submitter with reasonable and appropriate education materials, Submitter shall establish a process for and actually provide Individuals whose information is required to be submitted pursuant to N.C.G.S §90-414.4(b), access to such education materials. Nothing herein prohibits Submitter from including statements on such materials to the extent necessary to clarify the segment of patients to which such materials relate.
- 9.07. **NC HIEA Policies and Procedures.** Submitter shall comply with applicable NC HIEA Policies and Procedures adopted by NC HIEA in accordance with this Agreement. The NC HIEA Policies and Procedures will be made available on the NC HIEA website and by request. See Attachment 6.

10. Privacy & Security

- 10.01. **Applicability of HIPAA Regulations.** HIE Data contains PHI. Furthermore, some, but not all, Submitters are either a Covered Entity or a Business Associate of a Covered Entity. To support the privacy, confidentiality, and security of HIE Data, each Submitter agrees as follows:
- a. If the Submitter is a Covered Entity, the Submitter does, and at all times shall, comply with the HIPAA Regulations to the extent applicable.
 - b. If the Submitter is a Business Associate of a Covered Entity, the Submitter does, and shall at all times, comply with the provisions of its Business Associate Agreements (or for governmental entities relying upon 45 C.F.R. §164.504(e)(3)(i)(A), its Memoranda of Understanding) and Applicable Law.
 - c. If Submitter is a governmental entity, the Submitter shall comply with the applicable privacy and security laws.
 - d. If NC HIEA is a Business Associate of a Covered Entity or of another Business Associate, NC HIEA does, and shall at all times, comply with the provisions of its Business Associate Agreements and Applicable Law.

- 10.02. **Breach Notification.** The following provisions apply to both a HIPAA Breach and a Security Breach as defined in Section 2 (Definitions). For this Section only, the term “Breach” refers to either a HIPAA Breach or a Security Breach, each to the extent they affect HIE Data submitted by Submitter hereunder.
- a. The Parties agree that as soon as reasonably practicable, but no later than twenty-four (24) hours after determining that a Breach has occurred, the Party shall provide a Notification to the other Party. Submitter must also alert the SAS Help Desk at HIEsupport@sas.com and describe the incident as soon as reasonably practicable, but no later than twenty-four (24) hours after determining that a Breach has occurred. The Notification should include sufficient information for the other Party to understand the nature of the Breach. For instance, such Notification could include, to the extent available at the time of the Notification, the following information:
 1. One or two sentence description of the Breach
 2. Description of the roles of the people involved in the Breach (e.g. employees, Authorized Users, service providers, unauthorized persons, etc.)
 3. The type of data Breached
 4. Submitters likely impacted by the Breach
 5. Number of individuals or records impacted/estimated to be impacted by the Breach
 6. Actions taken by the Submitter to mitigate the Breach
 7. Current Status of the Breach (under investigation or resolved)
 8. Corrective action taken and steps planned to be taken to prevent a similar Breach.
 - b. The Party reporting the Breach shall supplement the information contained in the Notification as it becomes available and cooperate with the other Party in accordance with Section 1 of this Agreement. The Notification required by this Section 10.02 shall not include any PHI. If, on the basis of the Notification, NC HIEA determines that (i) other Submitters that have not been notified of the Breach would benefit from a summary of the Notification or (ii) a summary of the Notification to the other Submitters would enhance the security of NC HealthConnex, it may provide, in a timely manner, a summary to such Submitters that does not identify any of the individuals involved in the Breach.
 - c. Information provided by either Party in accordance with this Section 10.02 may be “Confidential Information.” Such “Confidential Information” shall be treated in accordance with Section 12.
 - d. This Section 10.02 shall not be deemed to supersede either Party’s obligations under relevant security incident, Breach notification or confidentiality provisions of Applicable Law.
 - e. Compliance with this Section 10.02 shall not relieve either Party of any other security incident or breach reporting requirements under Applicable Law including, but not limited to, those related to consumers.

11. Representations and Warranties.

- 11.01. **Accurate Submitter Information.** Except to the extent prohibited by Applicable Law and subject to the limitations in Section 1, each Submitter has provided, and shall continue to provide, NC HIEA with all information reasonably requested by NC HIEA, solely as needed by NC HIEA to discharge its duties under this Agreement or Applicable Law, including during the Dispute Resolution Process. Any information provided by a Submitter to NC HIEA shall be responsive and accurate. Each Submitter shall provide Notice to NC HIEA if any information provided by the Submitter to NC HIEA materially changes. Each Submitter acknowledges that NC HIEA reserves the right to confirm or otherwise verify or check, in its sole discretion, the completeness and accuracy of any information provided by a Submitter at any time and each Submitter shall reasonably cooperate with NC HIEA in such actions, given reasonable prior notice. This Section 11.01 does not apply to HIE Data or proprietary, trade secret or privileged information.

- 11.02. **Execution of the Participation Agreement.** Prior to submitting data to NC HealthConnex, each Submitter shall have executed this Agreement and returned an executed copy of this Agreement to NC HIEA. In doing so, the Submitter affirms that it has full power and authority to enter into and perform this Agreement and has taken whatever measures necessary to obtain all required approvals or consents in order for it to execute this Agreement. The representatives signing this Agreement on behalf of the Submitters affirm that they have been properly authorized and empowered to enter into this Agreement on behalf of the Submitter and any Participating Entities.
- 11.03. **Creation of Test Data.** Any Test Data that has been created, or will be created shall not contain any personal or individually identifiable information, including without limitation, PHI and has been, or will be, created in accordance with the Onboarding process. Submitter shall submit Test Data that closely approximates the production HIE Data intended to be submitted to NC HIEA.
- 11.04. **Accuracy of HIE Data Submission.** Each Submitter, hereby represents that at the time of transmission from Systems of Submitter, the HIE Data submitted is (a) an accurate representation of the data contained in, or available through, its System, (b) sent from a System that employs security controls that meet industry standards so that the information being transmitted are intended to be free from malicious software in accordance with Section 7.03, and (c) provided in a timely manner and in accordance with N.C.G.S. 90-414.4(b). Other than those representations in Sections 11.04 and 11.05, the Submitter makes no other representation, express or implied, about the HIE Data submitted.
- 11.05. **Express Warranty of Authority to Submit HIE Data.** Each Submitter represents and warrants that it has sufficient authority to submit such HIE Data to NC HIEA as required hereunder.
- 11.06. **Auditing.** Each Party represents that, through its agents, employees, and independent contractors, it shall have the ability to monitor and audit all access to and use of its own Systems related to this Agreement, for system administration, security, and other legitimate purposes. The Parties shall perform those auditing activities required by Applicable Law and their respective policies and procedures.
- 11.07. **Compliance with Laws.** The Parties shall, at all times, fully comply with all Applicable Law relating to this Agreement.
- 11.08. **Absence of Final Orders.** Each Submitter hereby represents and warrants that, as of the Effective Date, it is not subject to a final order issued by any federal, State, local or international court of competent jurisdiction or regulatory or law enforcement organization, which will materially impact the Submitter's ability to fulfill its obligations under this Agreement. Each Submitter shall inform NC HIEA if at any point during the term of this Agreement it becomes subject to such an order.
12. **Confidential Information.**
- 12.01. **Confidential Submitter Information.** NC HIEA shall hold all Confidential Submitter Information in confidence and agrees that it shall not, during the term or after the termination of this Agreement, disclose to any person or entity, nor use for its own business or benefit, any information obtained by it in connection with this Agreement, unless such use or disclosure is expressly authorized by the terms of this Agreement.
- 12.02. **Application of the North Carolina Public Records Act.** NC HIEA may receive from Submitter certain types of information described in N.C.G.S. §132-1 *et seq.* ("Public Records Act"), as illustrated in Section 2.04 hereinabove, which NC HIEA shall protect in accordance with Section 12.01. Submitter may designate data and information as confidential as described in the definition of Confidential Submitter Information. NC HIEA shall promptly notify Submitter of a public record request involving information that Submitter has deemed confidential pursuant to this Agreement. Submitter must then notify NC HIEA in writing whether to disclose the information or to restrict disclosure. The Parties shall cooperate and assist each other in preparing an appropriate response to the request or action, if the records responsive to the request include Confidential Submitter Information. If an action is brought pursuant to N.C.G.S. §132-

9 to compel NC HIEA to disclose information submitted by Submitter that is marked confidential, NC HIEA shall provide Submitter prompt written notice of such action. If the Submitter has requested in writing that NC HIEA not disclose the Confidential Submitter Information, Submitter shall promptly intervene in the action through its counsel and participate in defending NC HIEA's right to not disclose such information pursuant to the Public Records Act, including any public official(s) or public employee(s) of the NC HIEA if directly related to the Public Records Act request. NC HIEA shall have the right, at its option and expense, to participate in the defense of the action through its counsel. If, in such action, a court enters a judgment against the State for failure of the NC HIEA to release Confidential Submitter Information pursuant to the Public Records Act request, to the extent such failure was at the direction of Submitter in the action, Submitter shall be responsible for any damages issued against the NC HIEA pursuant to N.C.G.S. §132-9 directly caused thereby, except to the extent that such damages arise out of the NC HIEA's failure to comply with the terms of this Section 12.02 or to reasonably cooperate with Submitter's counsel in its intervention into the action. Provided, however that such damages and costs shall not include costs of legal representation by the N.C. Dept. of Justice as described in G.S. 114-8.5. NC HIEA shall have no liability to Submitter with respect to the disclosure of Confidential Submitter Information ordered by a court of competent jurisdiction pursuant to and in accordance with N.C.G.S. §132-9 or other Applicable Law and the terms of this Section 12.02.

13. **Carrier Lines.** The Parties acknowledge that the submission of HIE Data to NC HIEA is to be provided over various facilities and communications lines, and information shall be transmitted over local exchange and Internet backbone carrier lines and through routers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and Internet service providers, all of which may be beyond the Submitters' control. Provided a Submitter uses reasonable security measures, no less stringent than those directives, instructions, and specifications contained in this Agreement, the Submitters assume no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted over those carrier lines, which are beyond the Submitters' control, or any delay, failure, interruption, interception, loss, transmission, or corruption of any HIE Data or other information attributable to transmission over those carrier lines which are beyond the Submitters' control. Use of the carrier lines is solely at the Submitters' risk and is subject to all Applicable Law.

14. **Liability.**

14.01. **Submitter Liability.** Submitter shall be responsible for its acts and omissions and not for the acts or omissions of NC HIEA or any other Submitter or Participant. In circumstances involving harm to other Submitters or Participants caused by Submitter or by use of any password, identifier, or log-on received or obtained directly or indirectly, lawfully or unlawfully, from the Submitter or any of its Authorized Users, each Submitter shall be responsible for such harm to the extent that such Authorized User's access was directly caused by the Submitter's breach of the Agreement or its negligent conduct for which there is a civil remedy under Applicable Law. Notwithstanding any provision in this Agreement to the contrary, Submitter shall not be liable for any act or omission if a cause of action for such act or omission is otherwise prohibited by Applicable Law. This Section shall not be construed as a hold harmless or indemnification provision.

14.02. **NC HIEA Liability.** Submitter shall not hold NC HIEA, the NC HIEA Advisory Board, or any of their members liable for or relating to any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information on a Submitter's System resulting from any Submitter's actions or failures to act, except to the extent such action or failure to act was directed by NC HIEA, including, the failure to execute legally required contracts (such as business associate agreements or contract containing required terms under HIPAA) and provided that NC HIEA shall not access or reach in to Submitter's System for any reason. NC HIEA disclaims all liability connected to HIE Data or Confidential Submitter Information provided to NC HIEA by Submitter in contravention of Applicable Law. NC HIEA does not waive any defenses or rights based upon sovereign immunity of the State of North Carolina.

14.03. **Effect of Agreement.** Except as provided in Section 13 (Carrier Lines) and 16 (Dispute Resolution), nothing in this Agreement shall be construed to restrict a Submitter's right to pursue all remedies available under law for damages or other relief arising from acts or omissions of other Submitters related to this Agreement, or to limit any rights, immunities or defenses to which a Submitter or Authorized User may be entitled under Applicable Law.

15. **Term, Suspension and Termination.**

15.01. **Term.** The initial term of this Agreement shall begin on the date signed by both Submitter and NC HIEA and extend for one year measured from the Effective Date. The Parties shall complete all necessary Onboarding activities and meet any Onboarding and Technical Specifications during the period following execution of this Agreement and prior to the Go Live Date. Upon the expiration of the initial term, this Agreement shall automatically renew for successive one-year terms unless terminated pursuant to this Section 15.

15.02. **Suspension or Termination by Submitter.** Submitter may terminate its own right to submit HIE Data by terminating this Agreement, with or without cause, by giving NC HIEA at least five (5) business days prior written Notice. Once proper Notice is given, NC HIEA shall be empowered to revoke the Submitter's Digital Credentials as of the date of termination specified in the Notice.

15.03. **Suspension by NC HIEA.** Upon NC HIEA completing a preliminary investigation and in good faith reasonably determining that there is a substantial likelihood that a Submitter's acts or omissions create an immediate threat or will cause irreparable harm to another party including, but not limited to, a Submitter; an Authorized User; the integrity or operation of NC HealthConnex; or an individual whose PHI is submitted to NC HIEA; the Submitters hereby grant to NC HIEA the power to summarily suspend, to the extent necessary to address the threat posed by the Submitter, a Submitter's Digital Credentials, pending the submission and approval of a corrective action plan, as provided in this Section. Upon suspension, NC HIEA shall immediately suspend the Submitter's Digital Credentials and within twelve (12) hours(i) provide a notice of such suspension to all Submitters; and (ii) provide to the suspended Submitter a written summary of the reasons for the suspension. The Submitter shall use reasonable efforts to respond to the suspension Notice with a detailed plan of correction or an objection to the suspension within three (3) business days or, if such submission is not reasonably feasible within three (3) business days, then at the earliest practicable time. If the Submitter submits a plan of correction, NC HIEA shall, within five (5) business days, review and either accept or reject the plan of correction. If the plan of correction is accepted, NC HIEA shall, upon completion of the plan of correction, reinstate the Submitter's Digital Credentials and provide a notice to all Submitters of such reinstatement. If the plan of correction is rejected, the Submitter's suspension will continue, during which time NC HIEA and the Submitter shall work in good faith to develop a plan of correction that is acceptable to both the Submitter and NC HIEA. At any time after NC HIEA rejects a Submitter's plan of correction, either the Submitter or NC HIEA may submit a Dispute to the Dispute Resolution Process described in Section 16. If NC HIEA and the Submitter cannot reach agreement on a plan of correction through the Dispute Resolution Process, NC HIEA may terminate the Submitter in accordance with this Section.

15.04. **Termination by NC HIEA.** The Submitters hereby acknowledge and agree that NC HIEA may terminate a Submitter's right to submit HIE Data as follows:

- a. After taking a suspension action in accordance with Section 15.03 when there is a substantial likelihood that the Submitter's acts or omissions create an immediate threat or will cause irreparable harm to another party including, but not limited to, a Submitter, an Authorized User, integrity or operation of NC HealthConnex, or an individual whose PHI is submitted as HIE Data to NC HIEA; or
- b. In the event a Submitter is in material default of the performance of a duty or obligation imposed upon it by this Agreement and such default has not been substantially cured within thirty (30) calendar days following receipt by the defaulting Submitter of written Notice thereof from NC HIEA.

A Submitter whose Digital Credentials are revoked by virtue of termination may appeal such revocation through the Dispute Resolution Process. However, during the pendency of any such appeal, the Submitter's Digital Credentials may continue to be revoked at the discretion of NC HIEA.

- 15.05. **Effect of Termination.** Upon any termination of this Agreement for any reason, the terminated party shall cease to be a Submitter and thereupon and thereafter neither that Party nor its Authorized Users shall have any rights to submit HIE Data to NC HIEA (unless such Authorized Users have an independent right to submit HIE Data through another Submitter). NC HIEA shall revoke a terminated Submitter's Digital Credentials. Once NC HIEA revokes the Submitter's Digital Credentials, NC HIEA shall provide Notice of such revocation to the remaining Submitters. In the event that any Submitter(s) is terminated, this Agreement will remain in full force and effect with respect to all other Submitters.
- 15.06. **Availability of Funds.** The operation of NC HealthConnex are expressly contingent upon and subject to the appropriation, allocation, and availability of funds to NC HIEA for the purposes set forth in this Agreement. Notwithstanding NC HIEA's authority to become self-supporting, operations funded in whole or in part by federal funds or appropriations by the N.C. General Assembly shall be subject to and contingent upon the continuing availability of such funds for the purposes of this Agreement. If funds to support NC HIEA operations are not available, NC HIEA will provide written notification to Submitter together with notice of termination. NC HIEA shall have no liability or continuing obligation if this Agreement is terminated for lack of available funds.

16. Dispute Resolution.

- 16.01. **General.** The Parties acknowledge that it may be in their best interest to resolve Disputes through an alternative Dispute Resolution Process rather than through civil litigation. The Parties have reached this conclusion based upon the fact that the legal and factual issues involved in this Agreement are unique, novel, and complex and limited case law exists which addresses the legal issues that could arise from this Agreement. Except in accordance with Section 16.02, if a Party refuses to participate in the Dispute Resolution Process, such refusal shall constitute a material breach of this Agreement and may be grounds for termination in accordance with Section 15. During the time the Parties are attempting to resolve any Dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a Dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation.
- 16.02. **Immediate Injunctive Relief.** A Party may be relieved of its obligation to participate in the Dispute Resolution Process if such Party (i) believes that the other Party's acts or omissions create an immediate threat to the confidentiality, privacy or security of data or will cause irreparable harm to another party (Submitter, Authorized User, the integrity or operation of NC HealthConnex, or consumer) and (ii) pursues immediate injunctive relief against such other party in a court of competent jurisdiction. The Party pursuing immediate injunctive relief must provide a Notification to the other Party of such action within 24 hours of filing for the injunctive relief and of the result of the action within 24 hours of learning of same.
- 16.03. If the injunctive relief sought in Section 16.02 is not granted and the Party seeking such relief chooses to pursue the Dispute, the Parties must then submit to the Dispute Resolution Process in accordance with this Section 16.03. If both Parties agree to submit the matter to mediation, the following actions shall be taken:
- a. Each Party shall recommend a mediator certified by the North Carolina Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the Dispute to be resolved, and no prior work for or against either Party; and,
 - b. The recommended mediators must have knowledge of the general subject matter of the Applicable Law; and,
 - c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved; and,

- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each Party following the agreement to mediate; and
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator; and,
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any Dispute; and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by the North Carolina Attorney General.

16.04. **Activities During Dispute Resolution Process.** Pending resolution of any Dispute under this Agreement, the Parties agree to fulfill their responsibilities in accordance with this Agreement.

16.05. **Implementation of Agreed Upon Resolution.** If, at any point during the Dispute Resolution Process, all of the Parties to the Dispute accept a proposed resolution of the Dispute, the Parties agree to implement the terms of the resolution in the agreed upon timeframe.

16.06. **Reservation of Rights.** If, following the Dispute Resolution Process, in the opinion of any involved Party, the mandatory Dispute Resolution Process failed to adequately resolve the Dispute, the Parties may pursue any remedies available to it in a court of competent jurisdiction.

17. Publications.

17.01. Any Submitter published or distributed reports, data, or other information that reference NC HIEA or NC HealthConnex shall contain a disclaimer statement to the following effect: Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of NC HIEA.

17.02. NC HIEA may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

18. **Notices.** All Notices to be made under this Agreement shall be given in writing to the appropriate Submitter's representative at the address listed in Attachment 1, and shall be deemed given: (i) upon delivery, if personally delivered; (ii) upon the date indicated on the return receipt, when sent by the United States Postal Service Certified Mail, return receipt requested; and (iii) if by a form of electronic transmission, upon receipt when the Notice is directed to an electronic mail address listed on Attachment 1 and the sending electronic mail address receives confirmation of receipt by the electronic mail address.

19. **Medicare Record Access.** In compliance with 42 U.S.C. §1395x(v)(1)(I) and implementing regulations, NC HIEA agrees, until the expiration of four (4) years after the services are furnished under this Agreement, to allow the Secretary of the U.S. Department of Health and Human Services and the Comptroller General access to this Agreement, all applicable purchase orders, and to the books, documents and records of NC HIEA necessary to verify the nature and extent of the costs of this Agreement. NC HIEA further agrees that if any of the duties of this Agreement are carried out by a subcontractor of NC HIEA, such subcontract will contain a clause to the effect that, until the expiration of four (4) years after the services are furnished under such subcontract, the Secretary of the U.S. Department of Health and Human Services and the Comptroller General will have access to such subcontract and to the books, documents and records of the subcontractor necessary to verify the nature and extent of the costs of such subcontract. This Section will survive the expiration or termination of this Agreement.

20. Miscellaneous/General.

20.01. **Governing Law.** This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Submitter agrees and

submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

- 20.02. **Authority; No Conflict.** NC HIEA and Submitter each represent and warrant to the other as follows: (i) that it is authorized to enter into this Agreement and to perform its obligations hereunder, and that the individual signatory executing this Agreement on its behalf is authorized, and has the capacity, to so execute this Agreement on its behalf, and (ii) that the execution of this Agreement by it and the performance of its obligations hereunder shall not conflict with or result in, with or without the passage of time or the giving of notice thereof, any breach, default or violation of any third party agreement to which it is bound, or any judgment, order or ruling of any court, administrative or regulatory agency or body, or arbitration award, to which it is bound or subject.
- 20.03. **Amendment.** This Agreement may be amended by agreement between the Parties. However, if the change is required for NC HIEA or Submitters to comply with Applicable Law, NC HIEA may implement the change within a time period NC HIEA determines is appropriate under the circumstances. All Submitters shall be required to sign an amendment adopted in accordance with the provisions of this Section or terminate participation in accordance with Section 15.
- 20.04. **Governmental Restrictions.** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the performance of this Agreement, each Party shall provide written notification of the necessary alteration(s) to the other Party's Contract Administrator as provided in Attachment 2. NC HIEA reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement. NC HIEA may advise Submitter of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Submitter shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by NC HIEA, NC HIEA may terminate this Agreement.
- 20.05. **Inspection At Submitter's Site.** The State reserves the right to inspect, during Submitter's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective equipment or other tangible goods, or the plant or other physical facilities of a prospective Submitter prior to Contract award, and during the Agreement term solely as necessary or proper to ensure conformance with the specifications or requirements and their adequacy and suitability for the proper and effective performance of the Agreement.
- 20.06. **Audit, Access To Records.** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Submitter insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to this Agreement or to costs charged to this Agreement. The Submitter shall retain any such books, records, and accounts for a minimum of three (3) years after the completion or termination of this Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.
- 20.07. **Assignment.** No Party shall assign or transfer this Agreement, or any part thereof, without the express written consent of NC HIEA. Any assignment that does not comply with the requirements of this Section shall be void and have no binding effect. NC HIEA, in its own discretion, will not unreasonably withhold its approval of an assignment in the context of a merger, acquisition, or sale of Submitter.
- 20.08. **Conflicts Of Interest.** Submitter acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Submitter will review, disclose and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this agreement.
- 20.09. **Survival.** The provisions of Sections 2, 12, 14, 16, 19, 20.01, 20.09, and 20.11 shall survive the termination of this Agreement for any reason.

- 20.10. **Waiver.** No failure or delay by any Submitter in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any right shall constitute a waiver of any prior, concurrent, or subsequent right.
- 20.11. **Entire Agreement.** This Agreement, together with all Attachments, sets forth the entire and only Agreement among the Parties relative to the subject matter hereof. This Participation Agreement replaces and supersedes all prior participation or subscription agreements between NC HIEA and Submitter, and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to Section 20.03. Any representation, promise, or condition, whether oral or written, not incorporated herein, shall not be binding upon any Party.
- 20.12. **Validity of Provisions.** In the event that a court of competent jurisdiction shall hold any Section, or any part or portion of any Section of this Agreement, invalid, void or otherwise unenforceable, each and every remaining Section or part or portion thereof shall remain in full force and effect.
- 20.13. **Headings.** The headings throughout this Agreement are for reference purposes only, and the words contained therein may in no way be held to explain, modify, amplify, or aid in the interpretation or construction of meaning of the provisions of this Agreement. All references in this instrument to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Agreement. The words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.
- 20.14. **Relationship of the Submitters.** The Submitters are independent contracting entities. Nothing in this Agreement shall be construed to create a partnership, agency relationship, or joint venture among the Parties. Neither NC HIEA nor any Submitter shall have any authority to bind or make commitments on behalf of another Submitter for any purpose, nor shall any such Party hold itself out as having such authority. No Submitter shall be held liable for the acts or omissions of another Submitter.
- 20.15. **Third-Party Beneficiaries.** With the exception of the Submitters to this Agreement, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.
- 20.16. **Force Majeure.** A Submitter shall not be deemed in violation of any provision of this Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other disruptive natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) terrorist attacks; (g) acts of legislative, judicial, executive, or administrative authorities; or (h) any other circumstances that are not within its reasonable control. This Section shall not apply to obligations imposed under Applicable Law.
- 20.17. **Time Periods.** Any of the time periods specified in this Agreement may be changed pursuant to the mutual written consent of NC HIEA and the affected Submitter(s).

[Signature Page Follows]

This Agreement has been entered into and executed by officials duly authorized to bind their respective Parties as of the dates set forth underneath their signatures below.

Submitter:

Submitter Organization Name:

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

North Carolina Health Information Exchange Authority

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

Attachment 1

Addresses for Notice

Submitter is required to provide information in the Primary Contact fields below unless otherwise noted. Pursuant to Section 18, Notifications will be sent to the contacts below concerning this Agreement, including the need for amendments. Notifications will **not** be sent via facsimile; however, please feel free to provide this information.

Submitter Address for Notice

	Primary Contact	Alternate Contact Not required
Name		
Title		
Organization		
Address		
City, State Zip		
Phone		
Fax (not required)		
E-mail		

NC HIEA Address for Notice

	NC HIEA Legal Contact for Notice	Technical Contact for Notice on Breaches Please contact SAS
Mailing Address	NC HIEA Attn: Legal Team 4101 Mail Service Center Raleigh, NC 27699-4101	Not Applicable
Phone	Phone: 919-754-6912	(919) 531-2700
Email	HIEALegal@NC.Gov	HIESupport@SAS.com

Please do not send any patient's individually identifying information or PHI through email.

Attachment 2

Submitter Staff Contact Information

Please provide contact information for the following staff members at your organization. Each field must be filled even if one person occupies more than one role. **All fields must be completed or the processing of your Participation Agreement will be delayed.**

Submitter Account Administrator

Staff member who will be the point of contact for the NC HIEA for questions and communications throughout onboarding to NC HealthConnex.

Name:

Position Title:

Email Address:

Phone Number:

Mailing Address:

Technical Services Contact

Staff member who will work with our technology vendor to build a connection from your organization to NC HealthConnex.

Name:

Position Title:

Email Address:

Phone Number:

Mailing Address:

Attachment 3

Onboarding & Technical Specifications

Submitter Background Information				
1. Type of facility or system: <i>Please select all that apply below.</i>				
<input type="checkbox"/> Hospital, Health System, or Regional HIE	<input type="checkbox"/> Ambulatory/ Outpatient Clinic	<input type="checkbox"/> Laboratory	<input type="checkbox"/> Pharmacy	<input type="checkbox"/> Other <i>Please specify:</i> _____
2. Provider type: <i>This field is not required if your organization is a Hospital, Health System, Regional HIE, Laboratory, or Pharmacy</i>				
<input type="checkbox"/> Primary Care	<input type="checkbox"/> Dental or Orthodontic	<input type="checkbox"/> Respiratory, Developmental, Rehabilitative or Restorative		
<input type="checkbox"/> Pediatrics	<input type="checkbox"/> Residential Facility	<input type="checkbox"/> Speech, Language and Hearing		
<input type="checkbox"/> OB/GYN	<input type="checkbox"/> In Home Care, e.g. PCS, CAP-C/DA, etc.	<input type="checkbox"/> Other <i>Please specify:</i> _____		
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> Eye & Vision	_____		
3. Submitter Organization National Provider Identifier (NPI):				
4. How many Participating Entities and/or facility locations does your organization have?		<i>If more than one, please complete Attachment 4 to add all Entities and Locations</i>		
5. Is your provider or health system a part of one or more the following? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please select all that apply and list the name of the organization(s).</i>				
<input type="checkbox"/> Health system				
<input type="checkbox"/> Regional HIE				
<input type="checkbox"/> Accountable Care Organization				
<input type="checkbox"/> Clinically Integrated Network				
Substance Use Disorder Treatment Information				
6. Does your organization or any unit within your organization provide Substance Use Disorder treatment?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
7. If yes to 6, does your organization fall under 42 C.F.R. Part 2? <i>If unsure, please contact your legal counsel and visit the SAMHSA website at www.SAMHSA.gov</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, you are prohibited from sending Part 2 data to NC HealthConnex pursuant to this Agreement and 42 C.F.R. Part 2.</i>		
Electronic Health Record (EHR Vendor) Information				
<i>Please discuss these questions with your Technical Services Contact</i>				
8. EHR Vendor:				
9. EHR Vendor Product & Version:				

10. Hosting Location:	<input type="checkbox"/> On-site	<input type="checkbox"/> Cloud-based
	<input type="checkbox"/> Hub/server on-site at another location	<input type="checkbox"/> Other: _____
11. EHR Vendor Contact Name:		
12. EHR Vendor Contact Email:		
13. EHR Vendor Contact Phone Number:		
State Funding Information		
14. Do you accept and receive reimbursement from NC Medicaid?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. If yes to 14, do you receive reimbursement through a Managed Care Organization (MCO) or Local Management Entity (LME)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please specify:</i> _____	
16. Do you accept and receive reimbursement from NC State Health Plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17. Do you receive any other funds from the State of North Carolina for the provision of health services, including grants?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Family Educational Rights and Privacy Act Data		
18. Family Educational Rights and Privacy (FERPA):	<input type="checkbox"/> My organization acknowledges that it is prohibited from disclosing FERPA data to the NC HIEA pursuant to this Agreement and Applicable Law and will not disclose any data subject to FERPA.	

Technical Specifications for Onboarding & Targeted Data Standards

1. **EHR Product.** Any ONC certified EHR Product can be connected to NC HealthConnex. Other EHR Products may also be used if the product is capable of sending HL7 messages, version 2 and higher. The timeline for connecting your organization will depend on various factors, including the technical resources and capabilities of your EHR vendor, any work already undertaken by NC HIEA, SAS Institute (“SAS,” our technology partner and subcontractor), and your EHR vendor to connect other Submitters, and resources available at your organization, NC HIEA, and SAS.
2. **Targeted Data Standards**
 - a. **CCD/CCDA Submission and Exchange.** Submitters with ONC certified EHR Products that are Meaningful Use Stage 2 Certified shall submit the following data elements to NC HealthConnex to the extent possible for all data pertaining to Medicaid, State Health Plan, and State-funded health services provided by Participant as required by Applicable Law.
 - i. Meaningful Use Data Elements within the Clinical Summary MU2 Summary Type, delivered via CCD within the CCDA.
 - ii. Inbound and Outbound from NC HealthConnex:
 1. Inbound Feed to NC HealthConnex
 - a. ADT Feed – Establish identity with and submit encounter data to the NC HIEA
 - i. Format can be most any ADT message with a PID segment and may vary with each approved participant
 - b. ITI-41 – Provide and register document set
 - i. CCDA is the preferred method, but NC HIEA will allow CCD c32 as an alternative

2. Query Interface from NC HealthConnex
 - a. ITI-9 – PIX Query
 - b. ITI-18 – Registry Stored Query
 - c. ITI-43 – Retrieve Document Set
 - i. The response could include CCD, CCDA documents, or both
- b. **HL7 Submission to NC HIEA.** Submitters who cannot send the data elements and feeds contained in subsection 2(a) of this Attachment shall submit the following message types to the extent possible for, at a minimum, all data pertaining to Medicaid, State Health Plan, and State-funded health services provided by Participant as required by Applicable Law.
 - i. HL7 Version 2.x:
 1. ADT
 - a. Required Segments - MSH, EVN, PID, PV1
 - b. Optional – SFT, PD1, NK1, PV2, DG1, IN1, AL1 (preferred), PR1 (preferred), MRG
 2. ORU
 - a. Required Segments – MSH, PID, ORC, OBR, OBX
 - b. Optional –SFT, PD1, NK1, PV1 (preferred), PV2, NTE, SPM, TQ1
 3. Medication
 - a. OMP-O09 – Pharmacy / Treatment Order
 - i. Required Segments – MSH, PID, ORC, TQ1, RXO, RXR
 - ii. Optional – SFT, PV1 (preferred), PV2, NTE, RXE, IN1, AL1, PD1
 - b. RDE-O11 - Pharmacy / Treatment Encoded Order
 - c. RDS-O13 - Pharmacy / Treatment Dispense
 - d. RAS-O17 – Pharmacy / Treatment Administration
 - c. If Submitter chooses to submit additional data related to non-State funded health care services in addition to what is required by law, Submitter should also submit the aforementioned data elements in 2(a) and 2(b) to the extent possible. Submitter may also submit data beyond the Targeted Data Standards for State-funded and non-State funded health care services.

Onboarding Process Summary

This summary presents a high level overview of the process to connect your organization to NC HealthConnex. **These steps are subject to change based on the availability of technical resources and functionality of your organization, your EHR vendor, and NC HIEA and SAS.**

1. NC HIEA will notify SAS of the receipt of your organization’s fully executed Participation Agreement and of the contact information you provided in Attachment 2. Please note: Failure to provide contact information in Attachment 2 will slow the processing of your agreement and your connection to NC HealthConnex.
2. SAS will contact your technical services contact person to verify the technical information requested above and to provide you with technical onboarding packet (which you will have to complete) and to gather contact information for other technical partners your organization may have.
3. NC HIEA will contact your organization to discuss your organization’s user training needs along with clinician and patient education on NC HealthConnex.
4. The next steps depend on the type of data connection your organization will have to NC HealthConnex.
 - a. For a Transport Layer Security (TLS) connection:
 - i. Your organization must complete a TLS connection document.
 - ii. SAS and your technical resources will build a TLS connection to your EHR and will coordinate testing with your organization.
 - iii. Test Data will be sent to the Test/Stage environment. Any issues will be documented and resolved.
 - iv. Prior to sending data to the production environment, you will be required to provide User

Acceptance Approval.

- v. Data feeds will be promoted to the production environment when all Parties are mutually satisfied with the interface build. Your data will be validated by SAS in collaboration with your technical resource staff and any issues will be documented and resolved.
 - vi. NC HIEA will notify your organization that you have been successfully connected to NC HealthConnex and your Participant Account Administrator will be provided user credentials for the NC HealthConnex Clinical Portal. Training and education materials will be made available to your organization as well.
- b. For a Secure File Transport Protocol (SFTP) connection:
- i. Your organization will be assigned to a SAS data connector, who will work directly with your organization to build connection to NC HealthConnex. This will require installing software on your EHR system.
 - ii. SAS will implement a daily secure transfer of data.
 - iii. The data connector will test file transfers from your EHR to NC HealthConnex.
 - iv. Data will be sent to the Test/stage environment and your organization must validate data in the NC HealthConnex Clinical Portal. Any issues will be troubleshooted.
 - v. Prior to sending data to the production environment, you will be required to provide User Acceptance Approval.
 - vi. Data will be sent to the production environment and your organization must validate data in the NC HealthConnex Clinical Portal. Any issues will be troubleshooted.
 - vii. NC HIEA will notify your organization that you have been connected to NC HealthConnex.
- c. For connections built through hubs or interfaces to the NC HealthConnex environment by your EHR vendor, the Onboarding process will depend on your EHR vendor's system and capabilities, along with any previous work completed by NC HIEA and SAS with your EHR vendor.
5. Once your connection is established and you have access to NC HealthConnex, any technical issues you encounter should be directed to the SAS Help Desk at HIESupport@SAS.com. Please also consult the Technical Support information provided in Attachment 9.

Attachment 4

Participating Entities & Facility Locations

I. Is Participant executing the Agreement on behalf of one or more Participating Entities, as defined at Section 2.25.

Yes: _____ No: _____

II. Provide the requested information regarding each Participating Entity as well as each of your organization’s facility locations.

- **If you have more than three Participating Entities, please click [here](#) to complete the Excel spreadsheet, labeled “Attachment 4,” and submit it with this Agreement.**
- **Include information for all facility locations that are part of your organization. Only provide the organization NPI for your Participating Entities or facilities; do not list individual provider NPIs.**
- **Incomplete information on this Attachment will delay the process of your agreement.**
- **After Participant executes this Agreement, it is Participant’s duty to provided updated, accurate information to the NC HIEA about facilities and Participating Entities.**

1. Legal Facility Name: _____ **Facility NPI:** _____

Street Address: _____

City, State, Zip: _____ **County:** _____

EHR Vendor/Version: _____

Facility Type: Ambulatory/Outpatient Clinic _____ County Health Department _____ Residential _____
FQHC _____ Health System/Hospital _____ Laboratory _____ Free & Charitable Clinic _____
Rural Health Center _____ Pharmacy _____ Other (*Please specify*): _____

Provider Type: Behavioral Health _____ Chiropractor _____ Dental/Orthodontic _____
OB/GYN _____ Pediatrics _____ Primary Care _____ Specialty _____ Urgent Care _____
Voluntary _____ Other (*Please specify*): _____

State Funding Information (Check all that apply):

NC Medicaid _____ MCO/LME _____ NC State Health Plan _____ Other Funds from State of NC _____

2. Legal Facility Name: _____ **Facility NPI:** _____

Street Address: _____

City, State, Zip: _____ **County:** _____

EHR Vendor/Version: _____

Facility Type: Ambulatory/Outpatient Clinic _____ County Health Department _____ Residential _____
FQHC _____ Health System/Hospital _____ Laboratory _____ Free & Charitable Clinic _____
Rural Health Center _____ Pharmacy _____ Other (Please specify): _____

Provider Type: Behavioral Health _____ Chiropractor _____ Dental/Orthodontic _____
OB/GYN _____ Pediatrics _____ Primary Care _____ Specialty _____ Urgent Care _____
Voluntary _____ Other (Please specify): _____

State Funding Information (Check all that apply):

NC Medicaid _____ MCO/LME _____ NC State Health Plan _____ Other Funds from State of NC _____

3. Legal Facility Name: _____ **Facility NPI:** _____

Street Address: _____

City, State, Zip: _____ **County:** _____

EHR Vendor/Version: _____

Facility Type: Ambulatory/Outpatient Clinic _____ County Health Department _____ Residential _____
FQHC _____ Health System/Hospital _____ Laboratory _____ Free & Charitable Clinic _____
Rural Health Center _____ Pharmacy _____ Other (Please specify): _____

Provider Type: Behavioral Health _____ Chiropractor _____ Dental/Orthodontic _____
OB/GYN _____ Pediatrics _____ Primary Care _____ Specialty _____ Urgent Care _____
Voluntary _____ Other (Please specify): _____

State Funding Information (Check all that apply):

NC Medicaid _____ MCO/LME _____ NC State Health Plan _____ Other Funds from State of NC _____

Attachment 5

Technical Support

For more information on capitalized terms used in this Attachment but not defined in the Participation Agreement, please direct any questions to the SAS Technical Support Team.

Contacting the NC HealthConnex Technical Support Team

SAS NC HealthConnex Submitter Account Administrator Assignment:

- The designated NC HealthConnex Submitter Account Administrator (PAA) is recognized as the point of contact to utilize the SAS NC HealthConnex Technical Support Team and Help Desk.
- If the PAA chooses to add additional PAA that will coordinate with SAS, the additional PAA should communicate their name and contact information to the SAS NC HealthConnex Technical Support Team at HIESupport@sas.com. Please also communicate any future changes to administration so that contact information will be kept up to date.

NC HealthConnex Technical Support Communication Options:

As a PAA, you have three options for communicating with our SAS NC HealthConnex Technical Support team:

1. SAS Email Support: HIESupport@sas.com
2. SAS Phone Support: Call Local: 919-677-8008 -or- Toll Free: 800-727-0025
3. SAS Technical Support Form: <http://support.sas.com/ctx/supportform/createForm>

In the "Product" field, select "NC HealthConnex"

All three options are tied closely with our customer issue tracking/ticketing systems, which ensures documentation of all issues and conversations, as well as providing timely responses and feedback. Details of how to use each option is listed below. If you have questions about the options reach out to us. We are happy to help you determine the best option for your organization.

***Note: Please use only these three options.** Avoid communication via individual email accounts and phone extensions. This ensures that the entire team knows about all issues submitted and that all team members have backup in case they are away from their desk or office. If you have been working with a specific Analyst on an issue, you will be forwarded to them so they may continue to assist you (or you may request that this occurs).*

General Technical Support Hours of Operation:

- Monday through Friday 8:00 a.m. to 6:00 p.m. Eastern Time
- See details below for after-hours emergency and outage support

Information you should provide (regardless of the communication option you utilize)

- Contact name
- Contact email address
- Company name
- Company site number
- Problem description
- 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?

- IT contact name, if applicable

Severity Levels and Response Times:

Sev Level	Condition	Initial Follow-up*	Update Frequency
1	A critical SAS NC HealthConnex production system is down or does not function at all, and there is no circumvention/workaround for the problem; a significant number of users are affected, and a production business system is inoperable.	2 hours	Every day
2	A component of SAS NC HealthConnex is not performing, creating a significant operational impact. There is no circumvention/workaround for the problem.	4 business hours	Every 2 business days**
<p><i>Note: All Severity 1 and 2 issues occurring outside 8 am to 6 pm ET must be submitted via phone to guarantee response times listed.</i></p>			
3	A component of SAS NC HealthConnex is not performing as documented; there are unexpected results; a workaround is available; there is moderate or minor operational impact.	24 hours***	Every 3 business days
4	Questions pertain to usage questions or clarification of documentation.	24 hours***	Every 10 business days
5	Customer offers suggestions or requests for new product features and enhancements.	24 hours***	Every 30 business days
<p>* For problems that are assigned to a Technical Support consultant, <i>initial follow-up</i> is defined as the time between when the problem is initially reported and the specialist contacts the customer. For problems that require further research by the consultant who initially received the problem, <i>initial follow-up</i> is defined as the time between the initial contact with the consultant and a follow-up call.</p> <p>** Follow-up as agreed upon by Customer Management and SAS Technical Support Management</p> <p>*** Does not include weekend or other non-business days</p>			

Technical Support Communication Options Details:

Email Support: Please send all email requests or issue communication to 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/emailed 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-digit Track number in the subject line* to 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
- 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 6 pm ET must be submitted via phone to guarantee response times listed above.*

Phone Support:

Please use the following phone numbers to call the SAS NC HealthConnex Technical Support Team: Call Local: **919-677-8008** -or- Toll Free: **800-727-0025, 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 - 6 pm Eastern Time).
- If you entered "2" a SAS operator will answer the call. **Ask to speak with a NC HealthConnex Technical Support Representative** (8am-6pm Eastern Time). 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 6 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 HIEsupport@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 click [here](#).
- 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 system administrator and/or IT point of contact validate that the outage/issue is occurring for all users.
- 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 usage Submitters) 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).
 - 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>.

Attachment 6

NC HIEA Policies and Procedures

The NC HIEA Policies are located here: <https://hiea.nc.gov/providers/nc-hiea-policies>