



ONC
TEFCA
RECOGNIZED
COORDINATING
ENTITY

Standard Operating Procedure (SOP): Expectations for Cooperation

Version 1.0

DRAFT for Stakeholder Feedback

January 19, 2024

Applicability: QHINs, Participants, Subparticipant

1 COMMON AGREEMENT REFERENCES

The requirements set forth in this Standard Operating Procedure (SOP) are required for implementation in addition to the terms and conditions found in the applicable Framework Agreement, the Qualified Health Information Network™ (QHIN™) Technical Framework (QTF), and applicable SOPs. The Trusted Exchange Framework and Common AgreementSM (TEFCASM) Cross Reference Resource identifies which SOPs provide additional detail on specific references from the Common Agreement.

All documents cited in this SOP can be found on the Recognized Coordinating Entity® (RCE™) [website](#).

2 SOP DEFINITIONS

Terms defined in this section are introduced herein and can be found in the TEFCA Glossary. Capitalized terms used in this SOP without definition shall have the respective meanings assigned to such term in the TEFCA Glossary.

3 PURPOSE

Section 6.1 of the Common Agreement and Section 2.1 of the Participant/Subparticipant Terms of Participation requires QHINs, Participants, and Subparticipants to reasonably cooperate with the RCE, ONC, other QHINs and their representative Participants and Subparticipants in all matters related to TEFCA Exchange. This SOP sets forth the expectations for reasonable cooperation.

4 PROCEDURE

To the extent not in violation of Applicable Law, each QHIN, Participant, and Subparticipant (QPS) MUST:

- a) Respond in a timely manner, as may be further provided in an SOP, to inquiries from the RCE, Upstream QPS, or other QHINs about possible issues related to their exchange of information under the Framework Agreements;
- b) Participate collaboratively in discussions coordinated by the RCE or Upstream QPS, to address differing interpretations of requirements in the Framework Agreements, the QTF, or any SOP prior to pursuing the Dispute Resolution Process;

- c) Make reasonable efforts to notify the RCE, Upstream QPS, and other QHINs, as appropriate, when persistent and widespread connectivity failures are occurring, so that all those affected can investigate the problems and identify the root cause(s) of the connectivity failures;
- d) Work cooperatively, including, without limitation, facilitating or participating in contact between other QHINs or their Participants or their Subparticipants and Upstream QHIN's Participants or their Subparticipants, to address the root cause(s) of persistent and widespread connectivity failures;
- e) Provide information (or require its Participants or Subparticipants, as applicable, to provide information or to require their Subparticipants to do so) to the RCE, Upstream QPS, other QHINs, or ONC, in support of collaborative efforts to resolve issues or Disputes, provided that such information is subject to a QHIN's, Participant's, and/or Subparticipant's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any reasonably foreseeable litigation or protecting Confidential Information, as may be further provided in an SOP;
- f) Provide information to aid the efforts of Upstream QPS, other QHINs or their respective Participants or Subparticipants to understand, contain, and mitigate a TEFCA Security Incident at the request of such Upstream QPS, other QHINs or their respective Participants or Subparticipants, provided that such information is subject to a QHIN's, Participant's, and/or Subparticipant's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any reasonably foreseeable litigation or protecting Confidential Information; and
- g) Subject to a QHIN's, Participant's, and/or Subparticipant's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any reasonably foreseeable litigation or protecting Confidential Information, as may be further provided in an SOP, disclose to the RCE information that it, or its Participants or their Subparticipants, as applicable, may have that relates to the following:
 - (i) cybersecurity risk information sharing programs; or
 - (ii) specific, identified security flaws in the operation of the QHIN, Participants, or Subparticipants that may require the QHIN, or its Participants or their Subparticipants, to take specific steps to protect the security of their information technology systems and would not otherwise fall into subsection (i).

In no case shall a QHIN, Participant, or Subparticipant be required to disclose TI or other information in violation of Applicable Law. In seeking cooperation, a QHIN, Participant, or Subparticipant shall make all reasonable efforts to accommodate the others' schedules and reasonable operational concerns. The costs of cooperation to QHIN, Participant, or Subparticipant shall be borne by such QHIN, Participant, or Subparticipant and shall not

be charged to the RCE, other QHINs, Participants, or Subparticipants. Nothing in Section 6.1 of the Common Agreement shall modify or replace the TEFCA Security Incident notification obligations under the Framework Agreements.