



ONC
TEFCA
RECOGNIZED
COORDINATING
ENTITY

Standard Operating Procedure (SOP): Expectations for Cooperation

Version 1.0

July 1, 2024

Applicability: QHINs, Participants, Subparticipants

1 COMMON AGREEMENT REFERENCES

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

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

2 SOP DEFINITIONS

Capitalized terms used in this SOP without definition have the respective meanings assigned to such term in the TEFCA Glossary.

No new definitions are introduced in this SOP.

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 described in this SOP and in other applicable SOPs, to inquiries from the RCE or an Upstream QPS, or if a QHIN, other QHINs, about possible issues related to their exchange of information under the Framework Agreements;

- b) Participate collaboratively in discussions coordinated by the RCE and/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 and as set forth in the applicable SOP(s), when persistent and/or 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/or widespread connectivity failures;
- e) Provide relevant information, as may be set forth in an SOP (or require its Participants or Subparticipants, as applicable, to provide information or to require their Subparticipants to do so) to the RCE, Upstream QPS, or, if a QHIN, other QHIN(s), in support of collaborative efforts to address reasonable questions regarding the basis on which the QHIN, Participant, and/or Subparticipant asserts the Exchange Purpose represented in a given transaction;
- f) Work cooperatively to prevent the use of Connectivity Services by a QHIN's Participants or Subparticipants when presented with objective, verifiable documentation that a QHIN's Participants or Subparticipants are inappropriately utilizing TEFC Exchange, including by taking prompt action to suspend a Participant or Subparticipant when warranted;
- g) 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, or, if a QHIN, other QHIN(s), 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;
- h) Provide information to aid the efforts of Upstream QPS, other QHINs or their respective Participants or Subparticipants to understand, contain, mitigate, or fulfill reporting or notification obligations arising from a TEFC Security Incident or Breach of Unencrypted Individually Identifiable Information 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 as set forth in the applicable SOP(s); and

- i) 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) information shared through cybersecurity risk information sharing programs; or
 - (ii) information related to a Threat Condition 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 is a QHIN, Participant, or Subparticipant required to disclose TECCA Information or other information in violation of Applicable Law. In seeking cooperation, a QHIN, Participant, or Subparticipant must make all reasonable efforts to accommodate the others' schedules and reasonable operational concerns. The costs of cooperation to QHIN, Participant, or Subparticipant must not be borne by such QHIN, Participant, or Subparticipant, and must not be charged to the RCE, other QHINs, Participants, or Subparticipants. Nothing in Section 6.1 of the Common Agreement or this SOP modifies or replaces the TECCA Security Incident notification obligations under the Framework Agreements.

In seeking the provision of information in connection with cooperation, a QHIN must limit its requests to information to situations in which there is a reasonable belief that a QHIN, Participant, or Subparticipant is not in compliance with the Common Agreement and/or relevant SOP, that harm is reasonably likely as a result of the suspected noncompliance, and that a Dispute would reasonably be expected to be filed if such information is not provided in response to such questions. The request for information must not be discriminatory and must not be made as a matter of routine practice in the absence of any compelling concern about non-compliance with a Framework Agreement or reasonable likelihood of harm. Requested information is subject to the right of a QHIN, Participant, and/or Subparticipant 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. In the event a QHIN, Participant, or Subparticipant receives a request(s) for information that it believes is too onerous, inappropriate, or not in good faith, it may seek a determination about the validity of such request(s) as determined by the RCE or through such other process as may be set forth in an SOP.

Any information provided by a QHIN, Participant, or Subparticipant pursuant to this SOP must be deemed Confidential Information and treated as such under the Framework Agreements.