



Memorandum

Department of Health
11 Martine Avenue, 12th Fl White
Plains, N.Y. 10606

Onbase # **112272**

TO: Board of Acquisition and Contract

FROM: Sherlita Amler, M.D.
Commissioner of Health

DATE: October 23, 2025

RE: Authority for the County of Westchester (the "County") to enter into:

(a) a Statewide Common Participation Agreement ("SCPA") with the Health Information Network ("HIN") designated by the County, for a license to exchange health information through the Statewide Health Information Network for New York ("SHIN-NY") developed by the New York State Department of Health, for a term to commence upon execution and continue until terminated pursuant to the terms of the SCPA, which includes the right to terminate the SCPA without cause upon 90 days prior written notice, and

(ii) a business associate agreement, in order to assure compliance with the Health Insurance Portability and Accountability Act, as amended, and it implementing regulations, in the handling of protected health information in the course of the relationship between the County and the HINs for a term that is coterminous with the term of the SCPA.

Authority is requested for the County of Westchester (the "County"), acting by and through its Department of Health (the "Department"), to enter into the following:

(i) a Statewide Common Participation Agreement ("SCPA") with the Health Information Network designated by the County for a license to exchange health information through the Statewide Health Information Network for New York ("SHIN-NY") developed by the New York State Department of Health in accordance with the regulations set forth in Part 300 of Title 10 of the New York Codes, Rules and Regulations, as amended, for a term to commence upon execution and continue until terminated pursuant to the terms of the SCPA, which includes the right to terminate the SCPA without cause upon 90 days written notice, and

(ii) a business associate agreement, in order to assure compliance with the Health Insurance Portability and Accountability Act, as amended, and its implementing regulations, in the handling of protected health information in the course of the relationship between the County and the HINs for a term that is coterminous with the term of the SCPA.

There are seven (7) potential HINs identified in the SCPA. They are New York eHealth Collaborative, Inc., Bronx RHIO, Inc., Greater Rochester Regional Health Information Organization, HealtheConnections, Inc., Healthix, Inc., Healthcare Information Exchange of New York, Inc. (d/b/a Hixny), and HEALTheLINK, Inc. The Department intends on designating HealtheConnections, Inc. as its HIN.

The County is also seeking authority to indemnify the HINs as follows:

“15.2 Indemnification by Participant of HINs. Subject to Section 16.11, Participant shall (x) indemnify, defend, and hold harmless each HIN and their respective directors, officers, employees, contractors, representatives, and agents (the “HIN Recouping Parties”) from and against any Losses paid by the HIN Recouping Parties to any third party (whether pursuant to a court order, or as part of a settlement approved by such Participant) arising out of an Action or any threat thereof against any HIN Recouping Party (including by any Government Authority); and (y) be liable to HIN Recouping Parties for any Losses, not including any indirect, consequential, special, incidental, punitive, or other exemplary losses or damages (e.g., lost or prospective profits), suffered by HIN Recouping Parties, in each case to the extent related to, arising out of, or in connection with:

(a) Non-compliance with law (including without limitation HIPAA) or the SHIN-NY SOPs, in each case, in connection with Participant’s performance of its obligations under this SCPA (including any performance of such obligations by its agents); or

(b) Negligence, willful misconduct, or fraud of Participant or its agents, in each case, in connection with Participant’s performance of its obligations under this SCPA.”

In addition, the County is seeking authority to execute an Addendum to the SCPA, pursuant to which the parties agree that the County self-insures its liability exposure under the SCPA, and, if the County changes from a self-insurance program to a traditional insurance program, it will forward certifications of liability insurance coverage as provided for in the SCPA.

The County, acting through the Department, is required to enter into the SCPA pursuant to 10 NYCRR §§ 300.6 and 300.1(c).

The Department’s Designated HIN under the SCPA may not charge fees of any kind, directly or indirectly, to the County for the Required Participant Services it furnishes to the County. The Required Participant Services are defined in the SCPA as the minimum services required to be provided by the HIN to the County pursuant to the SHIN-NY Regulations (10

NYCRR Part 300) and the SHIN-NY standard operating policies and procedures (“SHIN-NY SOPs”).

Under the SCPA, any Additional HIN designated by the County may charge reasonable fees to the County for any Required Participant Services it furnishes to the County, provided that the County agrees to such fees in advance. Also, any Value-Added Services under the SCPA may assess fees pursuant to a separate Value-Added Services agreement. The Department is not selecting any Additional HIN or Value Added Services at this time. Any such fees or Value-Added Services agreement would be subject to approval by your Honorable Board.

Pursuant to a resolution approved by your Honorable Board on May 25, 2017, the County entered into a Participation Agreement with HealthlinkNY, Inc. (now known as HealtheConnections, Inc.) to enable the County to access and/or exchange clinical data through the established “Health Information Exchange” of HealthlinkNY, Inc., and ultimately the development of an interface between the Department and SHIN-NY and the County’s use of SHIN-NY (the “Prior Agreement”). The Prior Agreement was executed on May 31, 2017 by the Department on behalf of County. By executing the SCPA, the Prior Agreement will terminate and be replaced with the SCPA as provided for in the SCPA.

The proposed Agreement will serve a public purpose by enabling the County to access and/or exchange clinical and health data through HealtheConnections, Inc. and SHIN-NYs HIE in a HIPAA-compliant way, with the anticipated result of fostering collaboration among health care providers.

The goals and objectives of the proposed Agreement shall be to improve clinical care and disease control for the residents of the County.

The goals and objectives of the proposed Agreement is in the County’s best interest regarding fiscal responsibility that by improving clinical care and disease control of County residents, financial burdens on both the County and its residents will be lessened.

The goals and objectives of the proposed Agreement shall be tracked and monitored by the staff of the Department to ensure that better health outcomes for residents will be evident.

The proposed Agreement is exempt from the Westchester County Procurement Policy and Procedures in accordance with Section 3(b) thereof.

Accordingly, I most respectfully recommend the adoption of the annexed Resolution.

SA/RAN/ran

RESOLUTION

Upon a communication from the Commissioner of Department of Health, be it hereby

RESOLVED, that the County of Westchester (the “County”), acting by and through its Department of Health (the “Department”), is hereby authorized to enter into:

(i) a Statewide Common Participation Agreement (“SCPA”) with the County designated Health Information Network (“HIN”) for a license to exchange health information through the Statewide Health Information Network for New York (“SHIN-NY²”) developed by the New York State Department of Health, in accordance with the regulations set forth in Part 300 of Title 10 of the New York Codes, Rules and Regulations, as amended, for a term to commence upon execution and continue until terminated pursuant to the term of the SCPA, which includes the right to terminate without cause upon 90 days written notice, and

(ii) a business associate agreement, in order to assure compliance with the Health Insurance Portability and Accountability Act, as amended, and its implementing regulations, in the handling of protected health information in the course of the relationship between the County and the HINs for a term that is coterminous with the term of the SCPA; and be it further

RESOLVED, that of the County may select and designate one of the following seven (7) potential HINs identified in the SCPA: New York eHealth Collaborative, Inc., Bronx RHIO, Inc., Greater Rochester Regional Health Information Organization, HealtheConnections, Inc., Healthix, Inc., Healthcare Information Xchange of New York, Inc. (d/b/a Hixny), and HEALTheLINK, Inc., and be it further

RESOLVED, that the County is authorized to indemnify the HINs as follows:

“15.2 **Indemnification by Participant of HINs.** Subject to Section 16.11, Participant shall (x) indemnify, defend, and hold harmless each HIN and their respective directors, officers, employees, contractors, representatives, and agents (the “HIN Recouping Parties”) from and against any Losses paid by the HIN Recouping Parties to any third party (whether pursuant to a court order, or as part of a settlement approved by such Participant) arising out of an Action or any threat thereof against any HIN Recouping Party (including by any Government Authority); and (y) be liable to HIN Recouping Parties for any Losses, not including any indirect, consequential, special, incidental, punitive, or other exemplary losses or damages (e.g., lost or prospective profits), suffered by HIN Recouping Parties, in each case to the extent related to, arising out of, or in connection with:

(a) Non-compliance with law (including without limitation HIPAA) or the SHIN-NY SOPs, in each case, in connection with Participant’s performance of its obligations under this SCPA (including any performance of such obligations by its agents); or

(b) Negligence, willful misconduct, or fraud of Participant or its agents, in each case, in connection with Participant’s performance of its obligations under this SCPA.”

; and be it further

RESOLVED, that the County's Designated HIN under the SCPA may not charge fees of any kind, directly or indirectly, to the County for the Required Participant Services it furnishes to the County, and Required Participant Services is defined as the minimum service required to be provided by the HIN to the County pursuant to the SHIN-NY Regulations (10 NYCRR Part 300) and the SHIN-NY standard operating policies and procedures ("SHIN-NY SOPs"); and be it further

RESOLVED, the Pursuant to a resolution approved on May 25, 2017, the County entered into a Participation Agreement with HealthlinkNY, Inc. (now known as HealtheConnections, Inc.) to enable the County to access and/or exchange clinical data through the established "Health Information Exchange" of HealthlinkNY, Inc., and ultimately the development of an interface between the County DOH and SHIN-NY and the County's use of SHIN-NY (the "Prior Agreement"), and, upon execution of the SCPA, the Prior Agreement will terminate and be replaced with SCPA, as provided for in the SCPA; and be it further

RESOLVED, that the County is authorized to enter into an Addendum to the SCPA, pursuant to which the parties agree that the County self-insures its liability exposure under the SCPA, and, if the County changes from a self-insurance program to a traditional insurance program, it will forward certifications of liability insurance coverage as provided for in the SCPA; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be

Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
N/A					

Budget Funding Year(s): _____ Start Date: _____ End Date: _____

(must match resolution)

Funding Source

Tax Dollars: _____

State Aid: _____

Federal Aid: _____

(must match resolution)

Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 11/07/2025 - RAYMOND SCULKY, SECRETARY