I. **Purpose**

The California Interoperability Committee (“CIC”) is responsible for developing, implementing and operating the CTEN. The fulfillment of these responsibilities involves making changes with regard to the Transaction Patterns supported by a Participant as well as suspension and termination of Participants based upon a Participant’s request or upon action of the CIC.

II. **Policy**

This Policy outlines a framework for accepting and reviewing requests by Participants to make changes with regard to the Transaction Patterns they support, as well as processes and procedures for suspension and termination of a Participant, whether initiated by the Participant or by the CIC.

A. **Changes to Transaction Patterns**

A Participant may notify the CIC’s Designee, CAHIE, of its plan to add, modify, or terminate a Transaction Pattern (“Service Change”). CAHIE will inform the CIC of the request for a Service Change and the CIC will strive to comply with all Service Change requests.

B. **Suspension**

1. Voluntarily by the Participant.

   Pursuant to DURSA Section 19.02(a), a Participant may voluntarily suspend its participation in the CTEN.

2. With Cause by the CIC.

   Pursuant to DURSA Section 19.03, the CIC may suspend a Participant from participating in the CTEN.

3. Reinstatement by the CIC.
Pursuant to DURSA Section 19.03, after a period of suspension and upon successful completion of the Participant’s corrective action plan or other measures directed by the CIC, the CIC shall direct CAHIE to reinstate a Participant’s Digital Credentials, if applicable, and provide notice to all Participants of such reinstatement.

4. Delegation to CAHIE.

The CIC delegates responsibility to CAHIE to take any actions that are needed to implement the suspension procedures as outlined in this sub-section and the Procedures Section III.

C. Termination

1. Voluntarily by the Participant.

Pursuant to DURSA Section 19.02(b), a Participant may voluntarily terminate its participation in the CTEN.

2. With Cause by the CIC.

Pursuant to DURSA Section 19.04, the CIC may terminate a Participant from participating in the CTEN.

3. Delegation to CAHIE.

The CIC delegates responsibility to CAHIE to take any actions that are needed to implement the termination procedures as outlined in this sub-section and the Procedures Section III.

III. Procedure

A. Service Changes

1. All requests for Service Changes by a Participant shall be directed to CAHIE in writing. Upon receipt of a Service Change request from a Participant, CAHIE shall promptly notify the Chair of the CIC. The Chair may summarily approve a Service Change, further consult with other Members of the CIC or call a special meeting of the CIC to discuss the
Service Change request. The Chair shall direct CAHIE to communicate all approved Service Changes to each Member of the CIC (if the approval is granted by the Chair), and to each Participant. The CIC will direct CAHIE to take all appropriate technical actions necessary to carry out the Service Change.

2. Where a Service Change request involves the addition or modification of a Transaction Pattern, the Chair shall request that the Participant complete all technical testing in accordance with the Validation Plan to assess compliance of the new or modified Transaction Pattern with the applicable Performance and Service Specifications.

3. If the Participant has successfully completed all technical testing in accordance with the Validation Plan, the following activities will occur:

   a. CAHIE shall coordinate with the Participant regarding the specific date on which the Participant’s new or modified Transaction Pattern will be operational, in production and ready to exchange information with other Participants in production.

4. Where the Service Change request involves the termination of the Participant’s ability to respond to Messages that seek Message Content for Treatment, the CIC shall direct CAHIE to take all appropriate technical actions to ensure that the Participant cannot request Message Content for Treatment.

B. Suspension

1. Voluntarily by the Participant.

   Service Level Interruptions

   Participants will experience temporary service level interruptions from time to time. These service level interruptions may be planned or unplanned. A service level interruption will result in a Participant having to temporarily cease exchanging Message Content with all other Participants through the CTEN. To ensure that all Participants are aware of a service level interruption, the Participant experiencing the service level interruption will send a written notice to CAHIE of the interruption prior to the interruption, if planned, or as soon as reasonably practicable after the interruption begins if unplanned. CAHIE will simultaneously notify all other Participants and Members of the CIC of the interruption. The Participant will be responsible for taking all technical
actions necessary to carry out a service level interruption. During a service level interruption, the Participant will continue to be responsible for complying with the terms of the DURSA.

Voluntary Suspension.

If, at any point, a Participant decides that it requires a temporary suspension from participation and its responsibility for complying with the terms of the DURSA, it shall send a written notice to CAHIE. The Participant must give notice of its need for a temporary voluntary suspension at least twenty-four (24) hours prior to commencing its voluntary suspension. The notice will specify the reason for, the commencement date of, and the duration of the voluntary suspension. Upon receipt of the notice of voluntary suspension, CAHIE will forward the notice to Members of the CIC.

If the voluntary suspension will last fewer than ten (10) consecutive days and will not cause the Participant to exceed forty (40) days of voluntary suspension in the twelve (12) months preceding the start of the planned suspension, the CIC will assume that it is for a valid purpose and request that CAHIE take appropriate technical actions necessary to carry out the voluntary suspension. CAHIE is also requested to notify all other Participants of such voluntary suspension.

If the duration of the voluntary suspension will exceed ten (10) consecutive days or cause the Participant to exceed forty (40) days of voluntary suspension in the twelve (12) months preceding the start of the planned suspension, the CIC will review and decide whether to approve the voluntary suspension. Upon receipt of a notice of such a voluntary suspension, the Chair shall promptly call a special meeting of the CIC to discuss, evaluate and make a determination on the suspension request. The CIC shall determine whether the request is for a valid purpose and whether the duration is acceptable. The CIC shall direct CAHIE to communicate its determinations to the Participant in writing with an explanation of its decision. If the suspension is approved, the CIC shall direct CAHIE to notify all other Participants of the suspension and to take all appropriate technical actions necessary to carry out the voluntary suspension.

If the CIC determines that the request for voluntary suspension is not for a valid purpose or that the duration of the voluntary suspension is unacceptable, the CIC or CAHIE will meet with the requesting Participant to discuss the CIC’s determination. The CIC and the
Participant will work together in good faith to reach an acceptable resolution. If they cannot reach a resolution, they will submit the Dispute to the Dispute Resolution Process.

Event-Driven Activation and Suspension.

A Participant may operate a service that, due to the nature of the service, requires temporary activation and deactivation driven by external triggers or events. Such a service may be deactivated for greater than ten (10) consecutive days or exceed forty (40) days of deactivation in a twelve-month period. Rather than give notice of its need for a temporary voluntary suspension prior to commencing each deactivation, the Participant may request by written notice to CAHIE at the time that the service is added to the CTEN that the CIC grant a standing approval of voluntary suspension upon deactivation and reinstatement upon activation.

The CIC will review and decide whether to grant a standing approval of voluntary suspension upon deactivation and reinstatement upon activation at the next regular meeting of the CIC. The CIC shall determine whether the request is for a valid purpose, whether the triggers or events for activation and deactivation are sufficiently well defined, and whether the standing approval should be granted. The CIC shall direct CAHIE to communicate its determinations to the Participant in writing with an explanation of its decision.

If the standing approval is granted, the Participant shall send a written notice to CAHIE for each activation and each deactivation of the service. The notice will specify the reason for and the commencement date of the activation or deactivation. Upon receipt of each notice, CAHIE will forward the notice to Members of the CIC and notify all other Participants of the activation and reinstatement or deactivation and suspension, and take all appropriate technical actions necessary to carry out the reinstatement or suspension.

If the CIC determines that a standing approval for voluntary suspension should not be granted, the Participant must conform to the regular policy and procedure requirements for temporary voluntary suspension.

2. With Cause by the CIC.

Upon receipt of a complaint, report or other information that causes the CIC to question whether a Participant’s acts or omissions are creating an immediate threat or will cause
irreparable harm to another party, the DURSA gives the CIC the legal authority to investigate the complaint, report or other information and determine whether such Participant should be suspended. Any suspensions imposed under this Policy shall remain in effect until the Participant is reinstated or terminated in accordance with the DURSA and this Policy.

The CIC hereby delegates authority to the Chair where a complaint, report or other information received by the Chair indicates that a suspension must be implemented immediately and that, in the judgment of the Chair, it is not practical to delay the suspension while the Committee is convened. If the Chair decides based on the available information that immediate suspension is required because a Participant’s acts or omissions are creating an immediate threat or will cause irreparable harm to another party if a suspension is not implemented, the Chair will immediately do the following: 1) request that CAHIE take all appropriate technical actions necessary to carry out the suspension which may include, but is not limited to, suspension of the Participant’s Digital Credentials; 2) call a special meeting of the CIC to evaluate the suspension; and 3) notify the suspended Participant of the suspension in writing with an explanation of the reasons for suspension. The CIC shall meet as soon as practicable, but no later than the next day, to evaluate the suspension. If the CIC cannot establish a quorum in order to hold an official meeting by the next day, it shall still meet with as many members as are available and take provisional action without a quorum in accordance with its general operating policy and procedure. The suspension will remain in effect until the CIC meets to evaluate the suspension and either affirms, rejects or modifies the suspension initiated by the Chair. If the CIC affirms or modifies the suspension, it will direct CAHIE to notify all other Participants of the suspension in writing.

If the Chair determines that immediate suspension is not required, the CIC may initiate an investigation of the complaint, report or other information. The CIC will direct CAHIE to immediately notify the Participant(s) in question of the investigation. If, through the investigation, the CIC determines that a Participant is (i) creating an immediate threat or (ii) will cause irreparable harm to another party including, but not limited to, another Participant, a Participant User, the integrity or operation of the Performance and Service Specifications or an individual whose Message Content is transacted through the CTEN, the CIC may summarily suspend the Participant and implement the process specified below. Such suspension shall be tailored to address the threat posed by the Participant.
The CIC will immediately direct CAHIE to take appropriate technical actions necessary to carry out the suspension, which may include but is not limited to, suspension of the Participant’s Digital Credentials. As soon as reasonably practicable after suspending a Participant, but in no case longer than twelve (12) hours, CAHIE will provide the suspended Participant with a written summary of the reasons for the suspension and notify all other Participants of the suspension.

The suspended Participant will provide the CIC with a written plan of correction or an objection to the suspension within three (3) business days of its receipt of the written summary of the suspension, or if such response is not reasonably feasible within the three (3) day timeframe, then at the earliest practicable time.

3. Objections and Plan of Correction.

Any objection by the Participant shall be specified in writing stating the reason why the suspension is inappropriate. A plan of correction shall be included and shall describe the steps that the Participant is taking to address, mitigate and remediate the issue(s) that caused the CIC to determine that a summary suspension was appropriate and include a timeframe for such actions. The CIC will review a suspended Participant’s plan of correction or objection within five (5) business days of receiving same from the Participant; determine whether to accept or reject the objection or the plan of correction or affirm the suspension; and communicate such decision to the suspended Participant in writing with an explanation of its decision.

If the CIC rejects the plan of correction, it will work in good faith with the suspended Participant to develop a mutually acceptable plan of correction. If the CIC and the suspended Participant cannot reach agreement on the content of the plan of correction or on the reasons supporting the suspension itself, the CIC may submit the Dispute to the Dispute Resolution Process or terminate the Participant.

C. Reinstatement

1. Post-Participant Voluntary Suspension.

The Participant’s request for a voluntary suspension will state the commencement date and the duration of the suspension. The Participant will have the ability to seek an extension of its voluntary suspension should one be necessary. If the extension will cause
the suspension to exceed ten (10) consecutive days or cause the Participant to exceed forty (40) days of voluntary suspension in the twelve (12) months preceding the start of the planned suspension, the Participant shall provide additional justification for the extension request. The CIC will review, evaluate and make a written determination on the extension request and provide it to the Participant.

Either on the date indicated by the Participant in the voluntary suspension or extension request or at an earlier time if requested by the Participant, the CIC shall direct CAHIE to take appropriate technical actions necessary to reinstate the Participant’s ability to participate in the CTEN.

2. Post-Suspension with Cause by the CIC.

Where a Participant’s ability to participate in the CTEN has been suspended by the CIC with cause, the Participant shall provide evidence to the CIC of the Participant’s fulfillment of the obligations of its plan of correction. The CIC will review such evidence within three (3) business days of receiving it from the Participant.

If the CIC is not satisfied that the Participant has met its obligations under its plan of correction, the CIC will inform the Participant of the deficiencies. The Participant may submit additional evidence that addresses such deficiencies, or the Participant may terminate its participation in CTEN.

When the CIC is satisfied that the evidence presented indicates that the Participant has fulfilled its obligations under the plan of correction, the CIC will direct CAHIE to take appropriate technical actions necessary to reinstate the Participant’s ability to participate in CTEN.

D. Termination

1. Voluntarily by the Participant.

All requests for termination by a Participant shall be directed to CAHIE in writing at least five (5) business days prior to the requested termination date. CAHIE will notify the CIC Chair of the request and the Chair shall direct CAHIE to take appropriate technical actions necessary to carry out the termination. The Chair will direct CAHIE to notify all
other Participants of the termination and remove the Participant from the registry and published lists of CTEN Participants.

2. With Cause by the CIC.

a. Immediate Threat Upon Suspension Investigation. If, after further investigation following its suspension for cause of a Participant in accordance with Section B.2 of this Policy, the CIC believes that there is a substantial likelihood that the Participant’s acts or omissions will continue to create an immediate threat or will cause irreparable harm to another party, the CIC may terminate the Participant. In the event the Participant is terminated, the CIC shall direct CAHIE to notify the Participant of the termination along with the Participant’s right to appeal the determination through the Dispute Resolution Process (see DURSA Section 21).

b. Complaint of Material Default. If based on a complaint, report, or other information the CIC finds that a Participant is in material default of the performance of a duty or obligation imposed on the Participant by the DURSA, it shall direct CAHIE to notify the Participant, in writing, with a written summary of the basis of the default and the actions required to cure the default (“Cure Notice”). Actions to cure the default must be taken with thirty (30) calendar days following Participant’s receipt of the Cure Notice or such other time period as agreed upon by the CIC and the Participant (the “Cure Period”).

Material defaults include, but are not limited to, failure to comply with:

- Any privacy, security or confidentiality obligations in the DURSA;
- Any expectations or duties of a Participant, as provided for in the DURSA; and
- Any breach of the representations and warranties in the DURSA.

During the Cure Period, the CIC may suspend the Participant in accordance with Section B.2 of this Policy or continue any existing suspension. The CIC will consider all relevant information submitted by the Participant and actions taken by the Participant during the Cure Period in response to the Cure Notice. If the Participant does not substantially cure its material default within the Cure Period, the CIC may terminate the Participant. In the event that the Participant is terminated, the CIC shall direct CAHIE to (1) issue a final written notice of termination; (2) take appropriate
IV. Definitions

All capitalized terms, if not defined herein, shall have the same meaning as set forth in the DURSA.

V. References

• CalDURSA Sections 19 and 20

VI. Related Policies and Procedures

None.

VII. Version History

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