

Statement of Understanding (SOU)

Defining the relationship between:

Health Level Seven International
3300 Washtenaw Avenue, Suite 227
Ann Arbor, Michigan 48104-4261

Hereinafter identified as HL7

AND

Council for Affordable Quality Healthcare, Inc. (CAQH)
Committee on Operating Rules for Information Exchange (CORE)
2020 K Street Northwest, Suite 900
Washington, District of Columbia 20006

Hereinafter identified as CAQH CORE

This SOU shall have an effective date of: September 29, 2023

Introduction

The two organizations above have an interest in collaborating to support the interoperability of health care data systems.

Health Level Seven® International (HL7) is an ANSI-accredited, not-for-profit standards developing organization with the mission of empowering global health interoperability. With affiliates in over 30 countries, HL7's global membership envisions a world in which everyone can securely access and use the right data when and where they need it. Widely implemented by vendor and health care systems, and required by governing bodies around the world, HL7 standards deliver solutions for health information technology, including HL7® Fast health care Interoperability Resources (FHIR®), Version 2 (V2) and Clinical Document Architecture (CDA®).

Industry-led, CAQH CORE was formed with a mission to drive the creation and adoption of healthcare operating rules that support standards, accelerate interoperability, and align administrative and clinical activities among providers, payers, and consumers. CAQH CORE Participating Organizations include health plans representing more than 75 percent of insured Americans, healthcare providers, vendors, government entities, and standard setting organizations. Five phases of CAQH CORE Operating Rules and Certification Test Suites have been issued to date.

This SOU sets forth the rights and obligations of each organization with respect to collaboration processes and activities.

1.0 General Goals and Purpose

1.1 HL7 and CAQH CORE will support and encourage the harmonization of operating rules and information model(s) with relevant HL7 standards. HL7 and CAQH CORE are also encouraged to work with other standards organizations towards harmonization.

1.2 HL7 and CAQH CORE will promote the other's activities and projects publicly to the extent possible.

1.3 HL7 and CAQH CORE will jointly work to publicly define and educate on how complementary and aligned operating rules and HL7 standards/accelerator program efforts can accelerate automation of key business functions and align clinical and administrative goals in healthcare.

2.0 Membership Rules

2.1 Reciprocal non-profit membership is granted to each organization by the other organization, without the exchange of member dues or fees. Reciprocal non-profit membership applies to each organization's staff, not their membership. HL7 and CAQH shall each appoint a liaison to the other organization. The CAQH liaison, or his/her appointed designee, shall receive a free registration to each of HL7's three working group meetings each year that this agreement is in effect. Likewise, the HL7 liaison, or his/her appointed designee, shall receive a free registration to each of CAQH's meetings each year that this agreement is in effect.

2.2 Given CAQH CORE is a member-based organization, members of CAQH CORE, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership. In turn, HL7 members, while encouraged to participate in CAQH CORE, may not seek leadership positions within CAQH CORE work groups unless they also hold CAQH CORE membership.

2.3 The parties agree that there will be no exchange of mailing lists or general membership information.

3.0 Joint Meetings

3.1 Official joint meetings between CAQH CORE and HL7 may be scheduled where such meetings serve a common purpose and are convenient to the Parties.

3.2 An HL7 Work Group (WG) meeting or the equivalent CAQH CORE assemblage may be convened and conducted as a joint meeting of the two organizations.

3.3 Such joint meetings, when conducted, shall at all times adhere to the rules of the host organization. When voting within the joint meeting context to propose changes to the standard, or to conduct other business specific to either HL7 or CAQH CORE, the relevant procedures of the respective organization shall be enforced.

4.0 Representation and Communication

4.1 The parties to this SOU shall each appoint a liaison for interactions between the parties for the purpose of harmonized standards and operating rules development. It is expected, although not required, that each liaison hold joint membership in HL7 and CAQH CORE.

4.2 Any individual representing HL7 on the CORE Board must have the authority to speak and make decisions on behalf of HL7.

5.0 Joint Projects

5.1 *Identification of Joint Projects.* Joint projects may be undertaken by HL7 and CAQH CORE. Such projects will be mutually agreed to by the parties and defined in Appendices to this SOU.

5.2 Ownership of Joint Work

- 5.2.1 Each party retains ownership of respective items and materials developed prior to or independent of this SOU. For clarification purposes, CORE owns the operating rules that it has developed or will develop, and HL7 owns the standards that it has developed or will develop.
- 5.2.2 Subject to the provisions of Section 5.2.1, any items or materials produced as the parties pursue joint projects (“Joint Work”) will be jointly owned by HL7 and CAQH CORE.
- 5.2.3 Both HL7 and CAQH CORE reserve the right to publish the Joint Work for the benefit of their members. All publications of the Joint Work, or parts thereof, shall include the joint copyright statement and any and all logos or identifying graphics as agreed to by the parties.
- 5.2.4 Members of either HL7 or CAQH CORE may copy and use the work or any part thereof in connection with the business purposes of the member. Members of either HL7 or CAQH CORE may not reproduce or redistribute the Joint Work except as permitted in the respective membership agreement.
- 5.2.5 Sale of joint work products to nonmembers, either individuals or organizations, are generally not permitted, unless HL7 and CAQH CORE agree beforehand and establish a price, revenue sharing agreement, and terms where sale is permitted.

6.0 Fees and Payments

No monies shall be exchanged between HL7 and CAQH CORE as a result of this SOU.

7.0 Confidentiality

HL7 and CAQH CORE expressly agree to adhere to any confidentiality obligations that may be imposed by the other party with respect to its intellectual property or information.

8.0 Logos/Trademarks

The parties agree that ownership rights to HL7 marks or CAQH CORE marks are neither extended nor transferred, and that each party must obtain the other parties written consent prior to using the other party's marks, including logos.

9.0 Warranties

HL7 and CAQH CORE make no express or implied warranties other than those that may be contained in or appended to this SOU.

10.0 Termination

10.1 Either HL7 or CAQH CORE may terminate this SOU upon 30 days written notice.

10.2 In the event of such termination all registrations for HL7 or CAQH CORE sponsored events recorded prior to the termination date shall be honored.

11.0 Term

This SOU shall have a two-year term, from the effective date stated above. It shall be automatically renewed upon expiration for an additional two year term, unless either organization gives at least 30 days written notice of its intention not to renew.


12.0 Miscellaneous


12.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and CAQH CORE.

12.2 HL7 or CAQH CORE may propose alterations to this SOU in writing upon appropriate action of their respective governing body. The receiving party shall be afforded sixty (60) days to adopt any proposal for change and/or amendment to this SOU and shall acknowledge such acceptance in writing to the submitting party. In the event such proposals are deemed unacceptable and can not be resolved through negotiation, either party may execute the Termination provisions afforded above.

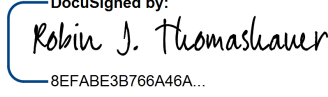
Authorized Signatures:

**For
HL7 INTERNATIONAL**

Signed: 
Charles Jaffe, MD PhD
Chief Executive Officer

Signed: 
Andrew Truscott
Chair, HL7 International

**For
CAQH CORE**

Signed: 
8EFABE3B766A46A...

Robin J. Thomashauer
CEO, CAQH

Signed: 
BACDEFEC534D4E4

April Todd
Chief Policy & Research Officer
CAQH

APPENDIX 1

The parties agree to pursue the following joint work efforts beginning September X, 2021.

1. Prior Authorization

HL7 and CAQH CORE will collaborate to advance prior authorization based on current and forthcoming operating rules and standards to support greater end-to-end automation of prior authorization from both a business and technology perspective. This work includes presenting potential packages to NCVHS for federal mandate under Section 1104 of the ACA as appropriate.

2. Attachments

HL7 and CAQH CORE will collaborate to align their respective efforts on attachments to support the exchange of clinical information and medical documentation. This work includes presenting potential packages to NCVHS for federal mandate under Section 1104 of the ACA as appropriate.

3. Value-based Payments

HL7 and CAQH CORE will collaborate to align their respective efforts on value-based payments. This work includes presenting potential packages to NCVHS for federal mandate under Section 1104 of the ACA as appropriate.

4. Industry Roadmap

HL7 and CAQH CORE will collaborate with other industry SDOs and stakeholders to align on a common roadmap of priorities and activities to support greater end-to-end automation of administrative and clinical data exchange processes. This work includes presenting potential packages to NCVHS for federal mandate under Section 1104 of the ACA as appropriate.

