

## **Memorandum of Understanding**

The Memorandum of Understanding shall become effective as of the Effective Date written below and is between:

Health Level Seven, Inc. (HL7)  
3300 Washtenaw Avenue, Suite 277  
Ann Arbor, Michigan 48104-4261

And

America's Health Insurance Plans (AHIP)  
601 Pennsylvania Avenue, NW  
South Building, Suite 500  
Washington, DC 20004

And

Blue Cross and Blue Shield Association (BCBSA)  
225 N. Michigan Avenue  
Chicago, IL 60601

**Effective Date:** August 1, 2007

### **Background**

Health Level Seven, Inc. (HL7) is a not-for-profit, ANSI-accredited standards developing organization dedicated to providing a comprehensive framework and related standards for the exchange, integration, sharing, and retrieval of electronic health information that supports clinical practice and the management, delivery and evaluation of health services. HL7's more than 2,400 members represent approximately 500 corporate members, including 90 percent of the largest information systems vendors serving healthcare.

America's Health Insurance Plans (AHIP) is a national association representing nearly 1,300 member providing health benefits to more than 200 million Americans. AHIP's members offer a broad range of products in the commercial marketplace including health, long-term care, dental, vision, disability, and supplemental coverage and have a strong track record of participation in Medicare, Medicaid, and other public programs.

The Blue Cross and Blue Shield Association (BCBSA) is a national federation of 39 independent, community-based and locally operated Blue Cross and Blue Shield companies. Collectively, the 39 Blue Cross and Blue Shield companies provide healthcare coverage for more than 98 million people or one-in-three Americans. Blue Cross and Blue Shield companies offer a variety of insurance products to all segments of the population, including large employer groups, small businesses and individuals.

## **Statement of Purpose**

The purpose of this Memorandum of Understanding (MOU) is to create a process for the collaboration between HL7, AHIP and BCBSA regarding the maintenance of personal health record (PHR) data portability standards.

AHIP and BCBSA have developed an Implementation Guide (“Implementation Guide for the Personal Health Record Data Transfer Between Health Plans”©) containing technical standards, a data dictionary and operating rules for the transfer of PHR data elements between health insurance plans allowing individuals to move PHR data when they change health coverage. Health insurance plan-based PHRs are tools containing claims/encounter and administrative data drawn from health insurance plan data sources as well as individuals’ self-entered information.

AHIP and BCBSA have agreed to turn over the maintenance of the technical standards components of the Implementation Guide to industry recognized standards development organizations including HL7.

### **1.0 Joint Meetings and Projects**

1.1 AHIP, BCBSA and HL7 shall appoint a liaison to represent each to the other in carrying out the purpose of this MOU.

1.2 Official joint meetings between the representatives of AHIP, BCBSA and HL7 to carry out the purpose of this MOU may be scheduled where such meetings serve a common purpose.

1.3 From time to time, AHIP, BCBSA and HL7 will undertake joint efforts to accomplish tasks or projects that contribute to the purpose of this MOU.

1.4 All projects jointly undertaken by AHIP, BCBSA and HL7 will be clearly defined and delineated by one or more joint project proposals which must include a succinct description of the proposed project and an estimate of time required and resources expected to be committed by each party.

1.5 Project proposals shall include a communication plan to provide the status of joint work efforts, including details on problems/issues and pertinent activities. The goal of this communication is to expeditiously address impacts to projects and avoid duplication of effort.

1.6 Joint project proposals shall be approved by all parties to this MOU prior to project commencement.

### **2.0 Rights Granted**

2.1 Meetings of working groups of HL7 may be convened and conducted as joint meetings of the parties to the MOU. The place and time of any joint meeting must be announced to the membership of HL7 and to the representatives of AHIP and BCBSA at

least 30 days in advance of such meeting and include an agenda of the items to be discussed at the meeting.

2.2 Other than the straw votes taken at actual working group meetings, members from AHIP and BCBSA may not participate in HL7 committee or general membership ballots unless they also hold HL7 membership.

2.3 Members of AHIP and BCBSA, while encouraged to participate in HL7 working groups, may not seek elected leadership positions within HL7 unless they also hold HL7 membership.

2.4 Working meetings of AHIP and BCBSA are generally not open to the public. HL7 members may from time to time be invited to attend specific meetings involving the subject matter of this MOU, but will not have voting privileges.

2.5 This MOU constitutes the entire agreement and complete understanding of the parties hereto.

2.6 This MOU may only be amended by written agreement of the parties.

### **3.0 Fees, Payments, and Warranties**

3.1 Members of AHIP and BCBSA are encouraged to attend HL7 sponsored events. Meeting registration fees shall be assessed at the current HL7 non-membership rate unless the attendees also hold HL7 membership. Attendance of HL7 members to sponsored events of AHIP and BCBSA open to the public will be assessed at the current non-membership rates unless the attendees are also members of the respective organizations.

3.2 Execution of this MOU shall not require the exchange of any monies among the parties.

3.3 The parties make no express or implied warranties other than those contained in this MOU.

### **4.0 Term and Notice**

4.1 This MOU shall continue in effect unless terminated by any party to the agreement upon 30 days written notice to the other parties.

4.2 Notices required by this MOU shall be delivered in writing to the following:

4.2.1 to AHIP:

Jeanette Thornton  
Director, Health Informatics  
America's Health Insurance Plans  
601 Pennsylvania Ave., NW

South Building, Suite 500  
Washington, DC 20004  
[jthornton@ahip.org](mailto:jthornton@ahip.org)  
(202) 861-1491

4.2.2 to BCBSA

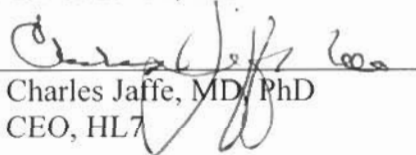
Richard W. Landen  
Director, Health Information Technology  
Blue Cross and Blue Shield Association  
225 N Michigan Avenue, Chicago, IL 60601  
[Richard.Landen@bcbsa.com](mailto:Richard.Landen@bcbsa.com)  
(312) 297-6582

4.2.3 To HL7

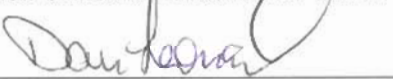
Karen Van Hentenryck  
Associate Executive Director  
Health Level Seven, Inc.  
3300 Washtenaw Avenue, Suite 227  
Ann Arbor, MI 48104  
[Karenvan@HL7.org](mailto:Karenvan@HL7.org)  
(734) 677-7777

Authorized Signatures

**Health Level Seven, Inc.**

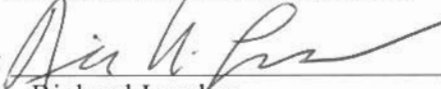
Sign:   
Charles Jaffe, MD, PhD  
CEO, HL7

**America's Health Insurance Plans**

Sign:   
Dan Leonard  
Executive Vice President

Sign:   
Mark McDougall  
Executive Director, HL7

**Blue Cross Blue Shield Association**

Sign:   
Richard Landen  
Director, Health Information  
Technology