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

American Immunization Registry Association
1025 Thomas Jefferson Street NW Suite 500 East
Washington, DC 20007
Hereinafter identified as the Associate

This SOU shall have an effective date of: May 20, 2016

Statement of Purpose

HL7 has as its mission the goal of providing reliable standards for the exchange, management and integration of data that support clinical patient care and the management, delivery and evaluation of healthcare services. HL7 encourages the creation of flexible, cost-effective approaches, standards, guidelines, methodologies, and related services for the interoperability of healthcare information systems. HL7 provides a forum for the effective and efficient communication between the constituents of the healthcare community as represented by its membership: an international community of healthcare organizations, vendors and developers of healthcare information systems, consultants and systems integrators, and related public and private healthcare service agencies. Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 enters into relationships to further these goals. This SOU defines the rights and obligations inherent in such relationships and shall be the sole governing document regarding the relationship between HL7 and the Associate. Associates are independent, non-profit entities whose mission is to advance, nationally or internationally, the acceptance and usage of standards within healthcare. Such entities include, but are not limited to, other Standards Development Organizations (SDO), industry associations or consortiums, and other groups that share the vision of improved healthcare through standards.

The American Immunization Registry Association (AIRA) is a volunteer membership organization founded in July 1999 to advocate for immunization information systems (IIS) development and sustainability. The organization is governed by a volunteer Board of Directors and carries out its work through a committee structure. There are currently more than 230 members of AIRA representing organization and individual memberships. Members embody a majority of state immunization programs including IIS, both public and private sectors including public health, health plans, professional medical associations, and community advocacy and education coalitions, as well as academics and computer industry representatives. AIRA has worked for the last 15 years to foster knowledge sharing and peer-to-peer learning that benefit IIS at all levels of development. Improving the operational capacity of IIS across the nation is a major purpose of AIRA. AIRA has become the voice of IIS and the public health immunization community in the broader health information world and is well-positioned, well-established and committed to improving the quality of population-based IIS through IIS data quality and functional capacity assessment, through provision of education and training to the IIS community, and through development of operational guidelines and standards of practice.
HL7 and AIRA agree to collaborate on the HL7 Immunization User Group pilot. This Statement of Understanding outlines the terms of this collaboration.
1.0 Introduction

1.1 An entity is eligible to be recognized as an Associate, at the discretion of the HL7 Board of Directors, based upon the entity’s petition to establish a relationship with HL7.

1.2 The Associate may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates when convenient. The Associate is also encouraged to work with other standards organizations toward harmonization.

1.3 Official joint meetings between the Associate and HL7 may be scheduled where such meetings serve a common purpose and are convenient to the HL7 meeting agenda.

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

1.5 Such projects as might be jointly undertaken by HL7 and the Associate will be clearly defined and delineated by a joint project proposal which, if approved by both parties, must include a succinct description of the proposed project, an estimate of time required and resources expected to be committed by each party. Refer to Appendix A for the mission/charter of the HL7 Immunization User Group pilot project approved by the HL7 Board of Directors.

2.0 Rights Granted

2.1 In exchange for assuming the co-chair responsibilities for the HL7 Immunization User Group outlined in Appendix B, Associate’s members are entitled to free membership in the HL7 Immunization User Group.

2.2 For the purpose of attending the HL7 Working Group Meetings, HL7 shall extend to members of the Associate the HL7 members rate. In turn, the Associate shall extend to HL7 members the Associate member rate, if applicable.

2.3 Members of the Associate, 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 the Associate's Work Groups, may not seek leadership positions within the Associate's Work Groups unless they also hold Associate membership.

2.4 HL7 and the Associate support and encourage the harmonization of any information model(s) with the HL7 Reference Information Model (RIM).
3.0 Fees and Payments

3.1 Associate’s members shall be enrolled in HL7 Immunization User Group free of charge.

3.2 If the Associate is a member-based organization, then members of the Associate are encouraged to attend other HL7 sponsored events. Registration shall occur through the Associate to validate membership. Fees shall be the responsibility of the individual and shall be assessed at the current HL7 membership rate.

3.3 HL7 members may, in turn, register for any Associate sponsored events. HL7 member’s attendance at Associate-sponsored events shall be at the member/preferred rate and shall be the responsibility of the individual.

3.4 No monies shall be exchanged between HL7 and the Associate as a result of this SOU.

4.0 Obligations

4.1 HL7 and the Associate expressly agree:
   a. To uphold their responsibilities with respect to the HL7 Immunization User Group as outlined in Appendix B of this document.
   b. That ownership rights to HL7 trademarks or standards or Associate trademarks or standards are neither extended nor transferred; and
   c. That there shall be no exchange of mailing lists or general membership information; and
   d. That they will comply with all provisions of this SOU.

5.0 Joint Work Product Copyright

5.1 Joint work documents and other productions are intellectual property of, and held under joint copyright of, HL7 and Associate.

5.2 Both HL7 and Associate reserve the right to publish the jointly developed work for the benefit of their members. All publications of the joint work product, or parts thereof, shall include the joint copyright statement and any and all logos or identifying graphics as agreed in the initial issuance.

5.3 Members of either HL7 or Associate may copy and use the work or any part thereof in connection with the business purposes of the member. Terms for reproducing or redistributing joint work products beyond the user group shall be determined on an ad hoc basis.

5.4 Sale of joint work products to nonmembers, either individuals or organizations, are generally not permitted, unless HL7 and Associate agree beforehand and establish a price, revenue sharing agreement, and terms where sale is permitted.

6.0 Warranties

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

7.0 Termination

7.1 Either HL7 or the Associate may terminate this SOU upon 30 days written notice.

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

8.0 Term
8.1 This SOU shall have a two-year term, renewable upon expiry by written agreement for subsequent two-year terms.

9.0 Miscellaneous

9.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and the Associate.

9.2 HL7 or the Associate 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

Mark McDougall
Executive Director

For

American Immunization Registry Association

Signed:

Rebecca Coyle
Executive Director

Mary Woinarowicz
Board President
Appendix A – Immunization User Group Purpose and Charter Statement

Created: March 14, 2014

Introduction:
Across the health care community, there is a growing need for interoperability between health information systems. Standards are available to develop interfaces, but the implementation of these standards varies across systems and jurisdictions. Opportunities are needed for problem-solving and sharing lessons learned as the pace and complexity of implementation increases. The agenda topics, content, and administrative functions will be jointly supplied and supported by Health Level Seven International (HL7) and the American Immunization Registry Association (AIRA).

Purpose:
The purpose of the Immunization User Group is to support Immunization Information System (IIS) and Electronic Health Record (EHR) implementers globally as they work to create and maintain immunization interfaces. The focus of the group will provide:

- Education and training on how to implement and use the HL7 v 2.X immunization messages
- A forum to share lessons learned during implementations
- A forum to ask questions regarding HL7 immunization messaging
- An opportunity to provide feedback that the Public Health and Emergency Response (PHER) work group and the AIRA Standards and Interoperability Steering Committee (SISC) can use to make further improvements to the immunization standards

Responsibilities:
The responsibilities of the HL7 Immunization User Group are to:

- Provide a monthly forum for AIRA and HL7 members regarding the development of HL7 interfaces
- Discuss and share best practices and lessons learned
- Recommend issues to be addressed by the HL7 PHER work group and the AIRA SISC
- Recommend changes to be explored for future versions of the CDC/AIRA HL7 Implementation Guide
- Contribute agenda topics, content, and administrative functions

Membership:
The user groups will be open to all organizational and individual members of HL7 International and AIRA. AIRA will select a Chair or Co-Chairs from the AIRA membership. The voting members of HL7 International and members of AIRA can subscribe to the Immunization User Group free of charge. Membership in the Immunization User Group is open to any other interested individuals worldwide, who will be charged the relevant annual subscription fee.

Formal Relationships with Other HL7 Groups
The subject of this work group is primarily situated under the Public Health and Emergency Response (PHER) work group and secondarily associated with the Conformance and Guidance for Implementation/Testing (CGIT) work group.

**Relationships with Groups Outside of HL7**

The American Immunization Registry Association (AIRA) will jointly operate this user group with HL7. AIRA has been actively engaged in the immunization space for over a decade and has played a key role in developing and promoting the use of HL7 v2 immunization standards in the United States. This user group will also be of particular interest to the Immunization Information Systems Support Branch (IISSB) of the Centers for Disease Control and Prevention (CDC). IISSB works directly with AIRA to support and promote the connections between EHR and IIS systems.
Appendix B – Division of Immunization User Group Responsibilities

AIRA

- Supply at least two-co-chairs to oversee the group and ensure that the following items are addressed
  - Agendas drafted for all user group calls/meeting and posted to the public area, the private area, and distributed to the user group listserv
  - Arrange speakers for each call/meeting as needed
  - Ensure that minutes are taken and posted to the publicly available AIRA website and the private user group area along with any supporting documents referenced during the call (co-chairs will be responsible for finding user group volunteers to take minutes)
  - Schedule and run the webinars using a mutually agreed upon online conferencing system.
  - Capture user group meeting satisfaction ratings and suggested topics for future calls
  - Track user group success metrics based on satisfaction ratings.
  - Work with HL7 to provide a list of lessons learned at the end of the 12 month pilot

- Work with HL7 to jointly promote and grow the user group globally

HL7

- Work with AIRA to jointly promote and grow the user group globally
- Provide conference line for user group meetings
- Create public site for the user group where mission, charter and agendas and generic information for the user group is posted as intentional outreach
- Create private site accessible only to members of the user group.
- May choose to participate in monthly HL7 co-chair meetings to help inform meeting content and provide ideas for how to capture user group meeting satisfaction ratings and suggested topics for future meetings.
- Work with AIRA to provide a list of lessons learned at the end of 12 months
- Work with AIRA to maintain a current email listserv that includes HL7 member participants in the HL7 user group