

HSPC HL7 MOU

Agreement between the Health Care Services Platform Consortium (HSPC) and Health Level Seven International (HL7)

September 20, 2016

Background

- Description of organizations
 - Founded in 1987, 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, deliver and evaluation of health service. HL7 is supported by more than 1,600 members from over 50 countries, including 500+ corporate members representing health care providers, government stakeholders, payers, pharmaceutical companies, vendors/suppliers, and consulting firms.
 - The Healthcare Services Platform Consortium (HSPC) is a provider-driven organization of leading healthcare organizations, IT vendors, systems integrators, and venture firms dedicated to unlocking the power of entrepreneurial innovation to improve healthcare outcomes. Through HSPC's open marketplace and services platform, we seek to foster a new level of provider-vendor collaboration and innovation to meet one of the industries' greatest needs -- accelerating the creation, sharing and delivery of promising software applications at the point of care. Achieving the gold standard of true semantic interoperability, HSPC's services platform seeks to dramatically augment today's standards efforts by providing a ground-breaking collaborative platform and real world laboratory to advance the native interoperability of healthcare applications. HSPC's goal is to create an open marketplace featuring the industry's first vendor-neutral Healthcare App Store and to foster a vibrant entrepreneurial community to deliver the best solutions quickly, easily and seamlessly to improve the quality of today's accountable care.
- History of relationship
 - HSPC and HL7 have had an informal collaboration since 2014. HSPC and HL7 have many members in common and through these members have been represented in each other's meetings and deliberations. As HSPC has matured, the value of formalizing HSPC's relationship with HL7 has been recognized and this MOU is intended to provide a more formal understanding of the collaboration.
- Mutual interests
 - Both HSPC and HL7 are developing Fast Healthcare Interoperability Resources (FHIR)[®] profiles to advance interoperability.

- Most current HL7 FHIR® profiles are at a high level and would benefit from more detailed profiles that would enable more robust interoperability
- The HL7 Clinical Information Modeling Initiative (CIMI) Work Group is developing models of healthcare data that can be used to create detailed FHIR® profiles to support true semantic interoperability. HSPC will contribute to the development of the CIMI models. HSPC is also committed to using CIMI derived FHIR® profiles as the basis for HSPC compliant applications.
- HL7 has established the Argonaut project to advance industry adoption of modern, open interoperability standards. The purpose of the Argonaut Project is to rapidly develop a first-generation FHIR®-based API and Core Data Services specifications to enable expanded information sharing for electronic health records and other health information technology based on Internet standards and architectural patterns and styles. HSPC and the Argonaut Project have had an informal collaboration since the inception of the Argonaut Project. HSPC and the Argonaut Project will continue to collaborate to develop and use detailed FHIR® profiles and develop tools and platforms to enable the use of FHIR®-based APIs to advance interoperability.
- HL7 has recently incorporated Open Health Tools into their organization. The work and products of Open Health Tools could be incorporated into the work of HSPC and HSPC could contribute to the development of Open Health Tools work and products.
- Both organizations are seeking a testing platform to support product and standards developers.
- Both organizations want to have real-world implementations of their work. HSPC will support HL7 in advancing real-world FHIR® implementations.
- Both organizations wish to assure there are a set of approved FHIR® profiles that provide true semantic interoperability.
- Both organizations have an interest in encouraging government policymakers to adopt legislation, regulation, and policies to encourage true semantic interoperability.

Objectives of the Collaboration

- Produce detailed leaf level FHIR® profiles with a consistent representation of health data
- Advance the development of CIMI models
- Develop tooling to support standards development and adoption
- Realize the value of FHIR® profiles in real world implementations
- Develop a process for approving a unified set of FHIR® profiles for true semantic interoperability

Principles

- The Boards of both organizations will encourage both formal and informal co-operation and collaboration between the groups and the individual experts who work with each group

- HL7 and HSPC will maintain open communications regarding their plans and work
- The organizations will find ways to freely use their proposed and published standards and tooling work
- Where applicable each organization will incorporate and build on the work of the other organization

Reciprocal Membership

- No reciprocal membership rights or discounted meeting fees or other costs are granted by this MOU

Representation and Communication

- Each organization will designate a liaison and alternate to facilitate and maintain communication between the organizations. Each organization will notify the other if a liaison or alternate representative are replaced within 30 days of the replacement
- Liaisons may speak on behalf of the organization that they represent
- Liaisons cannot make financial commitments or grant exceptions to their organization's policies, or commit resources
- Concerns not addressed by the liaisons can be addressed by Executive Directors or Board Chairs

Joint Meetings

- Joint meetings between HSPC and HL7 will be set by mutual agreement.
- HSPC representatives will generally be in attendance at HL7 Working Group meetings
- HL7 representatives will generally be in attendance at HSPC meetings
- Joint meetings will follow the rules of the hosting organization

Joint Work

- HSPC and HL7 may agree to undertake joint work that will be described in addendums to this agreement.
- Joint work plans will be formally documented and approved by the HSPC CEO and COO and the HL7 EC.
- Cost and revenue sharing will be specified in the joint work plan.
- Joint Project Proposals will include:
 - Detailed description of the proposed work and resulting work product
 - Ownership rights for work products
 - Estimated level of effort for the work and the resources to be provided by each organization
 - Planned project completion date

- Approval process for the products of the joint work
- Communication plan
- Issue resolution procedure
- Procedure for modifying the plan

Obligations

- Ownership rights will be determined on a project basis
- HSPC and HL7 will not exchange mailing lists or membership information
- HSPC and HL7 will mutually promote each other's activities and projects where there is mutual benefit
- HSPC and the HL7 will ensure that staff and members comply with terms of this MOU

Intellectual Property Protections

- HSPC and HL7 will comply with each other's copyrights, trademark and fair use policies, and all other aspects of intellectual property
- HSPC and HL7 will protect each other's intellectual property with at least the same degree of care with which it protects its own intellectual property as stated in its posted policies. Any special treatment for intellectual property agreed to by the organizations that deviates from these posted policies must be stated in writing. It is recognized that for the purposes of joint projects there may be an exchange of intellectual property for analysis, review, etc. Participants in joint projects will agree to not use the intellectual property for other than this purpose, and will destroy copies of the intellectual property after the has been completed.

Logo Use

- Presentation of information about each organization on the other organization's website including: logos, contact information, description of the relationship and projects, links to content across websites may be made with each organization's approval in accordance with each organization's policies

Warranties

- No express or implied warranties other than those contained in this Agreement

Termination

- Parties may terminate upon 30 days written notice for any cause

Term

- This agreement shall have a two year term
- The agreement may be automatically renewed.
- Each organization will provide 60 days' notice if either organization does not intend to renew

Press Releases and Marketing Communications

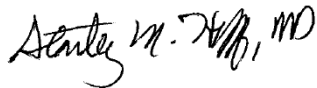
- Both parties agree to notify each other and work together to issue press releases or other marketing communications related to this collaboration or any products produced under this collaboration agreement.

Miscellaneous

- This agreement constitutes the entire agreement and complete understanding of the parties hereto.
- This agreement shall only be modified by a signed amendment, duly executed by both parties.
- Either party may propose revisions to this agreement by submitting such revisions in writing to the other party at least 30 days prior to the expiration date of the current term of the agreement. In the event the revisions are not accepted by the receiving party, either party may execute the Termination provisions herein.

Signatures

Charles Jaffe, MD, PhD
CEO, HL7 International



Stanley M. Huff, MD
HSPC Board Chair

Addendum 1 -- _____ Joint Project Plan

Project Description:

Project Work Products:

Ownership of Work Products:

Level of Effort and Resource Commitments:

Project Start Date:

Project Completion Date:

Approval Process for Products:

Communication Plan:

Issue Resolution Procedure:

Procedure for Modifying the Project Plan: