HL7®
GOVERNANCE and OPERATIONS MANUAL

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# HL7 Governance and Operations Manual

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Introduction
The Governance and Operations Manual (GOM) defines standard operating procedures and various policies created to clarify, support, and/or implement the tenets of the Bylaws. The GOM is established to assure the uniformity, equity, quality, efficiency, and compliance of administrative and organizational activities through standard methods and guidelines. GOM maintenance shall be proactive, iterative, and broadly engage the membership as defined in §17.

With the adoption of additions or revisions to the GOM, the HL7 Secretary shall add them to the manual with annotation reflecting the date adopted or revised. Additions and revisions will be posted within ten working days of the date on which they were adopted. Periodically the HL7 Secretary, using their best judgment, may call for ratification of the GOM in its entirety by the Executive Committee. Upon ratification of the GOM in its entirety it shall be posted with a new adoption date and all internal notations of addition or revision removed.

The GOM will be maintained and distributed electronically via the HL7 Web site. A hard copy of the manual is available to those without electronic access upon request. A processing fee, established by the Executive Committee, will be assessed to cover printing, postage, and handling.

Notice of Current Edition

Additions and/or Revisions Subsequently Adopted
The following additions and/or revisions, having been approved by the Executive Committee subsequent to adoption of the GOM, are included by extension.

Designation  Approved
01 The Corporation

01.01 Primary Office
As directed by the articles of incorporation and in compliance with the laws of the State of New Jersey, the Corporation shall maintain a primary office in the State of New Jersey. The Corporation may have business offices at such other places as the Board of Directors may, from time to time, designate.

01.02 Business Office
The business office of the Corporation is located at
3300 Washtenaw Avenue, Suite 227
Ann Arbor, Michigan 48104-4261 USA
(734) 677-7777 Fax (734) 677-6622

01.03 Registered Trademark
Use of any HL7 registered trademark, whether printed or electronic, to endorse, promote, foster, or criticize any commercial product, vendor, or service, or to express personal views about legislative or regulatory issues is prohibited.

01.04 Letterhead
The HL7 letterhead, be it memorandum or letter format, shall be used by Officers, other members of the Board, supporting committee or council chairs, and HL7 staff for authorized business and projects exclusively. Officers, other members of the Board and committee or council chairs shall discontinue the use of HL7 letterhead immediately upon completion of their terms or, in the case of HL7 staff or contract employees, upon termination of employment.

02 Purpose, Objectives, and Approach

02.01 Comprehensive Framework
The Modeling and Methodology Work Group shall undertake the development and maintenance of a comprehensive standards development framework to define, clarify, and delineate the processes employed by HL7. The framework shall address at least common processes, standards specific processes, and support and governance processes in sufficient detail to act as a guide to those new to the HL7 process and provide checkpoints to those involved in the process. The comprehensive framework may be promulgated as a standard in order to promote the good practices inherent in the HL7 process.

02.02 Protocol Specifications
Protocol specifications encompass all work products developed and supported by HL7 including, but not limited to: all Versions of the HL7 messaging standard; the Clinical Document Architecture (CDA); Arden Syntax; CCOW specifications; Service Oriented Architecture (SOA) standards; various functional models, implementation guides, and Implementation Technology Specifications (ITS); and those informative documents initiated and balloted by the various Work Groups.

02.03 Mission Statement
The mission of HL7 is:
To provide a comprehensive framework and protocol specifications for the exchange, integration, storage, and retrieval of health information that support clinical practices and the management, delivery and evaluation of health services. Specifically, to create flexible, cost effective American National Standards, approaches, guidelines, methodologies, and related services for interoperability between healthcare information systems and management of electronic health records.
These efforts enable effective, efficient communication between the constituents of the healthcare community as represented by our membership, which consists of an international community of healthcare organizations, vendors, healthcare information systems developers, consultants, systems integrators, and related public and private health services agencies.

The mission of HL7 encompasses the complete ‘life cycle’ of a protocol specification – development, adoption, market recognition, utilization and adherence. Shared reference models of the healthcare and technical domains unify the HL7 specifications.

To support this mission, HL7:

a) Develops and publishes both ANSI approved normative protocol specifications and various informative documents on a timely basis
b) Promotes the use of the protocol specifications and other documentation within the healthcare payer, provider and regulatory community, both nationally and internationally
c) Provides education:
   i. On understanding the protocol specifications and their common usage
   ii. On implementation approaches using the protocol specifications
   iii. On protocol specification compliance and analysis approaches
d) Provides conformance certification services
e) Provides a methodological framework for creating extensions to the protocol specifications
f) Encourages the acceptance and usage of HL7 protocol specifications world wide through the creation of Affiliate members, and the pursuit of internationalization of the protocol specifications
g) Collaborates with other developers of healthcare and information technology standards to leverage our respective skills, knowledge and standards.

02.04 Contract Work Process

Upon notification of the availability of a contract, either external or internal, the HL7 Executive Committee shall designate a select committee of domain experts and appropriate staff to outline the work or service to be contracted including scope of work; expected qualifications of the contractor or subcontractor; deliverables and work schedule with performance bonus and/or penalties as applicable; and a preliminary budget.

Unless the HL7 Executive Committee determines that timeliness or criticality of the project support direct award of the contract based on the recommendation of the select committee, the chair of the select committee shall provide HL7 Headquarters with the contract work announcement template. The contract work announcement shall be posted to the HL7 Contract Work list service, which is open to any individual interested in being apprised of HL7 contract work. In the event of a question or request for clarification additional information regarding the announcement may be disseminated using the Contract Work list service, but the list service shall not be used for interactive discussions among the subscribers.

Individuals interested in the announced contract work shall submit an expression of interest by the date specified via e-mail or to the fax number indicated in the announcement. All expressions of interest shall be forwarded by HL7 Headquarters to the chair of the select committee, who will convene the committee to review and discuss the submissions and develop a recommendation.

The select committee shall present their proceedings, including recommendations, to the HL7 Executive Committee who shall award the contract. Any member of the Executive Committee who is named in the recommendation or is a member of an organization or has a business relationship with an individual named in the recommendation shall be absent from any decision-making discussion and vote on the award of the contract.

HL7 Headquarters shall post the notification of award of contract to the ContractWork list service and notify the membership of the award via posting in the next edition of the HL7 eNewsletter. The award shall be entered into the HL7 Contract Register and be subject to public inspection. The HL7 Contract Register shall include at least the following elements: contract name, contract description, contract amount, contract period, date contractor selected, contractor name and contact information.
03 Membership

03.01 Establishing Membership
Membership shall become effective upon acceptance of a completed application and receipt of designated dues. The Board of Directors shall ensure that no undue financial barriers to HL7 membership exist.

03.02 Classification of Organizational Members
Organizational members shall be classified in accordance with their self-characterization selected during the membership application process. HL7 Headquarters holds responsibility for screening membership classifications. If a membership classification is challenged, the HL7 Director of Membership Services shall investigate the classification and determine a resolution. In case of appeal of the decision of the Director of Membership Services, the Executive Committee shall assign the classification. Their decision shall be final. This characterization shall be for the purpose of assessing balance in the consensus group relating to normative issues and for establishing appropriate membership fees.

03.02.01 Classes of Organizational Membership

03.02.01.01 Vendor/Manufacturer
An Organizational Member that produces or sells products or systems that relate to, use, or incorporate HL7 protocol specifications shall be classified as a vendor. This classification also accommodates manufacturers (medical devices, etc.).

03.02.01.02 Consultant
An Organizational Member that provides advice, support, and consultative services, but that does not sell products or systems which relate to, use, or incorporate HL7 protocol specifications shall be classified as a consultant.

03.02.01.03 Healthcare Provider/User
An Organizational Member that purchases and implements products, systems, or services which relate to, use, or incorporate HL7 protocol specifications shall be classified as a user. The user category may include, but is not limited to, organizational entities such as hospitals, physician practices, physician group practices, and academic faculty practices.

03.02.01.04 Associations/Government Agencies
A special classification created to support organizational membership by professional associations and societies, industry consortia, regulators, and government agencies.

03.02.01.05 Payer/Third Party Administrators
A special classification created to support organizational membership by health maintenance organizations (HMO), preferred provider organizations (PPO), independent practice affiliations (IPA), utilization review (UR) companies, fiscal intermediaries, third-party administrators (TPA), peer review organizations (PRO), insurers and payers.

03.02.01.06 Pharmaceutical
A special classification created to support membership by pharmaceutical organizations versus a general classification as a manufacturer.

03.02.01.07 General Interest
An organizational that has an interest in HL7, but does not fit into any of the above classifications shall be classified as a general interest member.
03.03 Termination of Membership

03.03.01 Resignation
A membership may be terminated at any time by submitting a letter of resignation to HL7 Headquarters. Dues shall not be refunded upon resignation.

03.03.02 Failure to Renew
Invoices for renewal of membership are sent with sufficient lead time to allow remittance prior to membership year end. The membership of those individuals or organizations who fail to pay their membership renewal fee by the end of the membership year, as indicated on the invoice, shall be terminated. Termination of membership results in the loss of voting privileges and the individual or organization will no longer receive member benefits, including HL7 mailings, discounts, and access to member-only materials and documents. Upon receipt of a written request to waive membership termination that, in the opinion of the Executive Director, justifies a delay in dues payment the Executive Director may temporarily waive termination of membership for a period that, in their judgment, is appropriate to the situation. HL7 reserves the right to retain membership information to be used for promotional mailings.

03.03.03 Cause
The Board of Directors may, by a simple majority vote of the Board members present and voting and following a hearing on such allegations, suspend or expel any member for actions which, in the Board's considered opinion, are contrary to the practices and policies of HL7. Dues shall not be refunded or, if outstanding, collected for the year in which such action occurs. The Board of Directors may, by a simple majority vote of the Board members present and voting and following a hearing on such action, reinstate any member suspended or expelled. Reinstatement may require the remittance of dues outstanding.

03.04 Change of Membership Status due to Change of Employment
Change of membership status due to change of employment shall be declared promptly to the HL7 Director of Membership Services by telephone, facsimile, or e-mail.

03.05 Designated Voting Representative Proxy
The designated Key Representative of an organizational or Affiliate member shall hold proxy for that member's designated voting representatives who are unable, for whatever reason, to respond to the disposition of negative comments specific to a normative issue. The Key Representative shall exercise their proxy only after a reasonable attempt to engage their respective voting representatives.

03.06 Membership Declaration
The membership application/renewal form shall include the following declaration as applicable to the membership category: "Application for or renewal of an individual HL7 membership obliges the member to abide by the HL7 Bylaws, Governance and Operations Manual, and Code of Ethics." or "Application for or renewal of an organizational HL7 membership obliges the organization and its representatives to abide by the HL7 Bylaws, Governance and Operations Manual, and Code of Ethics."

04 Dues, Fees, and Donations

04.01 Dues
Membership dues, as determined by the HL7 Executive Committee, shall be applicable to the year of membership based on effective date. Membership dues may change from year to year based on the needs of HL7. All dues submitted shall become the property of HL7 and be used to fund operations based on an annual budget and plan approved by the Board of Directors. Organizational members are expected to select an appropriate dues structure related to their current revenues or expenditures at the time of renewal.
04.01.01 Student
Full-time students of healthcare informatics shall be offered membership at a rate that does not preclude their participation in HL7.

04.01.02 Individual
The HL7 Executive Committee may establish different membership dues for individuals residing in North America (Canada, USA, Mexico) versus those residing elsewhere. An individual member wishing to provide additional financial support to HL7 may become an “HL7 Supporter” by doubling their annual dues. Individual member supporters shall receive appropriate recognition for their exceptional financial contribution.

04.01.03 Organizational
Organizational members classified as vendors, consultants, or other suppliers of products and services that incorporate the HL7 protocol specifications shall have their dues scaled to a range of annual revenue specific to healthcare systems, services, and/or products.

Organizational members classified as users, primarily health care provider organizations, shall have their dues scaled to a range of annual information technology (IT) expenditures. Other categories, specifically healthcare payer and clearinghouse organizations, shall have their dues scaled to a range of annual gross revenues.

Publicly traded organizations are expected to pay dues and renew membership at the level reflected by such revenues reported in their most recent annual report. Privately held companies are expected to pay dues and renew membership at the level best reflecting their actual revenues of a given type.

04.01.03.01 Supporter
Any organizational member wishing to provide additional financial support to HL7 may become an HL7 Supporter by paying double their designated annual dues. HL7 Supporters shall receive appropriate recognition for their exceptional financial contribution. No additional voting members are allocated to HL7 Supporters.

04.01.03.02 Benefactor
The Benefactor level is established within each category of organizational membership for those organizations wishing to provide exceptional financial support to HL7. All benefactor organizations are allotted 12 voting members. Benefactor organizations shall receive appropriate recognition for their exceptional financial contribution.

04.02 Fees
The Executive Committee shall determine the fees to be charged for Working Group Meetings, plenary conferences, educational sessions, publications, and other products and services HL7 may provide. All fees collected shall become the property of HL7 and be factored into the operational budget. The Executive Committee shall consider any recommendations to change established fees that arise during the review and approval of the annual budget.

04.02.01 Hardship Waiver
The Executive Director or Associate Executive Director of HL7 may, at their discretion, grant a waiver of fees to any HL7 member in good standing who has attended and paid for at least three of the last four Working Group Meetings and has encountered hardship (e.g., become unemployed) since the last meeting.
04.02.02 Student Waiver

HL7, accepting no responsibility for travel or lodging expenses, will waive registration and tutorial fees at regularly scheduled HL7 Plenary and Working Group Meetings for healthcare informatics students meeting the following criteria:

a) Provide proof of current enrollment in an informatics curriculum (medical, nursing, or clinical informatics) at an accredited college or university
b) Provide a letter of recommendation from an HL7 member in good standing acknowledging their sponsorship and accepting responsibility for mentoring the student to increase his/her knowledge of the HL7 organization, its procedures and standards
c) Demonstrate a commitment to HL7, as evidenced by validated activity report, though active support of a Work Group by taking meeting minutes, helping edit the standard, authoring or co-authoring white papers, working on the web site, or providing other assistance as requested by Work Group co-chairs, members of the Board of Directors or Executive Committee, or HL7 Headquarters staff.
d) Provide assistance with tutorials where such does not conflict with Work Group support activity, by developing and/or distributing printed support materials, checking attendance, or other assistance as requested by the instructor or HL7 Headquarters staff.

Students seeking a Work Group Meeting fee waiver must submit the proof of enrollment and letter from their sponsor to HL7 Headquarters not later than the close of the normal registration period. HL7 staff will match students with a Work Group based on the student’s interests and the needs expressed by Work Group co-chairs.

04.02.03 Professional Courtesy

HL7 shall extend the member rate for Working Group Meeting, including the discount rate for tutorial sessions, to ANSI-accredited SDO and other organizations that have executed an HL7 Memorandum of Understanding (MOU) or Associate Charter. It is expected that the courtesy of extending member rates shall be reciprocated by the SDO or organization throughout the term of collaboration. Such courtesies shall be suspended concurrent with the conclusion of the period of collaboration.

04.03 Donations

Any funds or property donated to further the work of HL7 shall become the property of HL7. Every effort shall be made to use donations for the purpose designated by the donor. Acceptance of donations shall require the approval of the Executive Committee. Under the provisions of Internal Revenue Code Section 501(c)(6) such donations may not be claimed as tax deductions.

05 Participation

05.01 Standards Development and Maintenance

All those present in a Work Group shall have the right to participate and cast a vote specific to development and maintenance of the HL7 protocol specifications, whether in Working Group Meetings, special meetings, teleconferences, or other forums.

05.02 Co-chair elections

Work Group co-chair elections shall be conducted during the Working Group Meeting. All HL7 members, as indicated by their badge holders, present at the Working Group Meeting are eligible to participate in the election of the co-chairs of any Work Group holding elections. In order to vote the member must be in the room when the ballot is distributed. Work Group schedules shall clearly indicate the day and quarter a co-chair election is to occur.

Current individual members and the designated voting representatives of current organizational or Affiliate members who are not able to attend the Working Group Meeting may submit an electronic or written absentee ballot to HL7 so long as it is received on or before the Wednesday preceding the scheduled Working Group Meeting.
05.03 Administrative Ballots

Only current individual members and the designated voting representatives of current organizational members may participate in and cast a vote on administrative ballots such as the election of officers and Board members and the adoption of Bylaws. Administrative ballots are not subject to reconciliation or appeal.

05.04 Majority Rule

All formal motions made within HL7 Work Groups shall be decided by simple majority of the quorum of that Work Group, unless otherwise specified in documented Work Group decision-making practices. Work Groups may, at their discretion, adopt practices requiring thresholds higher than simple majority as long as those practices are documented and adopted by two thirds vote of the members of the Work Group present and voting at the time.

06 Governance

06.01 Board of Directors

06.01.01 Limits to Organizational Representation

No organization, in this case the encompassing corporate entity versus a specific HL7 organizational member as defined in Bylaws 03.02.03, shall hold more than two voting positions on the Board of Directors, only one of which may be an Officer. Should change of employment of any voting member of the Board during the term of office, including the result of corporate acquisition, result in a violation of this two voting position and/or single Officer policy, that organization's representative whose term expires first shall not stand for reelection. Representatives of organizations currently holding two voting positions shall not be accepted into nomination unless such nomination (1) represents an incumbent seeking a second term not in violation of the limitation of an organization holding only one Officer's position, or (2) is concurrent with an incumbent from said organization stepping down.

06.01.02 Nomination and Election of Officers and HL7 Directors

HL7 Headquarters shall establish an announce the nomination and election schedule for Officers and HL7 Directors to the general membership at the earliest practical date. The announcement shall include instructions for the submission of a petition for nomination. The petition shall indicate the office being sought and include:

a) a digital image (.jpg preferred) of the candidate
b) a personal statement of goals and objectives if elected, which may include information on HL7 leadership experience and years of participation
c) the signature and contact information of at least ten (10) current members, either individual members or cumulatively representing at least five unique organizational members.

All petitions must be submitted to HL7 Headquarters by the close of a forty five day nomination period, ending at least sixty days before the annual business meeting. HL7 Headquarters shall validate that all nominees are current members and shall contact each nominee to ensure that they:

a) understand the obligations of serving on the Board of Directors (e.g., attending the working groups meetings, participating in monthly conference calls and attending the Board retreat);
b) are willing to serve; and

c) have sought and received any necessary endorsements from their respective organizations.

At the conclusion of the nomination period, the Nomination Committee shall finalize the slate including all validated candidates who petitioned for nomination. The Nomination Committee may also recruit nominees using the criteria stipulated above. The final slate must be presented to HL7 Headquarters at least 45 days before the Annual Business Meeting.
HL7 Headquarters shall provide the official ballot to the voting membership at least thirty days prior to the Annual Business Meeting. Every effort shall be made to include at least two candidates for any Officer position. However, all nominees for HL7 Director shall be placed in a pool from which the voting members will be asked to select the number of positions being filled. The ballot shall provide for write-in candidates. However, any write-in candidates shall be validated using the criteria stipulated above before their votes are tallied.

Allowing exactly thirty days from the date of distribution for the return of ballots, the chair of the Nomination Committee shall oversee the tally of the returned ballots. In the event of there being three or more candidates contending for an Office, the winner shall be deemed to be the candidate collecting the largest vote total, a plurality, on the first and only ballot, whether or not a majority is attained. The winning HL7 Directors shall be those receiving the largest vote total, a plurality. Results of the election of Officers and HL7 Directors shall be announced at the Annual Business Meeting. In the event of a tie for an HL7 Director position, there shall be a two week run off election, announced during the Annual Business Meeting, initiated the Monday following the Annual Business Meeting. The results of the tally shall remain on file for one year and shall be produced upon submission of a written request by an individual member or a voting representative of an organizational or Affiliate member.

06.01.03 Nomination and Election of Affiliate Directors

A call for nominations shall be distributed to the Affiliate chairs via electronic means for the purpose of identifying candidates for Affiliate Director. This notice will include the duties, obligations, and term of office of the Affiliate Directors and a schedule for the nomination and election process. All nominations must be submitted to HL7 Headquarters by the close of a 60-day period, ending at least 45 days before the annual business meeting. HL7 Headquarters will contact all nominees to ensure that they a) understand the obligations of serving on the Board of Directors (e.g., attending the Working Group Meetings, participating in monthly conference calls and attending the Board retreat); and b) are willing to serve.

At the conclusion of the 60-day nomination period, HL7 Headquarters will finalize the slate of nominees and prepare a ballot, which will be distributed to the Affiliate chairs via electronic means. Each Affiliate is allocated a single vote for the Affiliate Director. HL7 Headquarters will create a limited access web page to allow Affiliate chairs to submit votes electronically. All votes must be cast within 30 days. In the event that a single candidate does not receive a majority of the votes cast, HL7 Headquarters shall conduct a seven-day electronic runoff ballot of the top two candidates.

06.01.04 Directors Nominated by the Chief Executive Officer

The Chief Executive Officer (CEO) shall identify suitable candidates from various sectors of the healthcare community for seats on the Board of Directors. These candidates shall be chosen based on criteria established by the CEO as necessary to meet the objectives set by the Board of Directors. The Executive Committee shall assist the CEO in assessing and validating candidates and preparing a slate of nominees. The Board of Directors shall ratify individuals from the slate of candidates by two thirds majority. These individuals shall serve at the pleasure of the HL7 Chair and CEO with no term limits. The Executive Committee shall review and confirm each individual then seated concurrent with the inauguration of a new HL7 Chair. Any of these individuals may be dismissed by mutual consent of the HL7 Chair and the CEO, with the concurrence of two thirds of the Board of Directors.

06.01.05 Director Term of Office

The term of office for HL7 and Affiliate Directors shall coincide with the Calendar Year. Directors shall serve two-year overlapping terms, with half the Directors being elected in even-numbered years (term encompassing first the following odd-numbered year, then the subsequent even-numbered year) and half the Directors being elected in odd-numbered years (term encompassing first the following even-numbered year, then the subsequent odd-numbered year). HL7 and Affiliate Directors are limited to two consecutive terms of office.
06.01.06 Position Restrictions
No individual shall hold more than one position on the Board of Directors at any given time.

06.02 Duties and Powers of the Board of Directors
The Board of Directors shall:

a) Approve the contract for an organization to provide technical and administrative services for HL7 on such terms and conditions as it may deem advisable.
b) Approve the employment or contract for such executive staff as the Board may consider necessary to support the activities of HL7, and on such terms and conditions as it may deem advisable.
c) Provide the strategic direction of the organization outlining specific goals and objectives with a proposed timeline for achievement.
d) Ratify recommended appointments for the chairmanship of councils and both ad hoc and standing committees.
e) Review and approve the annual budget.
f) Create advisory groups and councils as necessary to fulfill liaison with other organizations; and ratify the recommended appointments for representatives to those organizations.
g) Report to the membership annually regarding the goals and objectives of the organization and other such matters as are necessary and advisable.
h) Exercise its legal and constituted authority and responsibility in the direction and conduct of the affairs of HL7 in order to promote and attain the objectives of the Organization.
i) Engage in such business activities as may be in furtherance of HL7’s charitable, scientific, literary and educational purposes including, but not limited to, the pursuit of grants, the purchase and sale of real and personal property, the review of contracts with a value in excess of $150,000, and the transacting of all other affairs of HL7 not otherwise provided.

06.03 Board of Directors Meetings

a) The Board of Directors shall hold at least two meetings per year, one of which shall occur at the time of the Plenary and annual Business Meeting.
b) Other meetings of the Board of Directors may be held at the call of the Chair, or upon petition by a majority of the voting Members of the Board.
c) Any or all members of the Board may participate in a Board meeting or a meeting of a Board committee by means of a conference telephone call or by any means of communication by which all persons participating in the meeting are able to hear one another; such participation shall constitute presence in person at the meeting.
d) Robert’s Rules of Order, current revised edition, shall govern the conduct of the meetings when not inconsistent with this document or any other rules of order the Board of Directors may adopt.
e) A majority of the voting members of the Board of Directors, including at least the Chair or Vice Chair and one other officer, shall constitute a quorum for conducting official business. Unless otherwise noted, motions shall be resolved by simple majority of quorum.
f) Motions related to approval of the budget, approval of unbudgeted expenditures requiring Board approval, hiring executive staff, or contractual issues brought before the Board shall be resolved by a majority of all voting members of the Board. Those members of the Board not able to participate in a vote requiring a response from the full membership shall be contacted by the Secretary asking that they submit their vote in writing, which includes email, to both the Chair and the Secretary for inclusion in the final tally. Votes on such matters shall be recorded by name.
g) The agenda shall be distributed electronically by close of business of the third working day preceding the scheduled Board Meeting. A packet of supporting documentation, when appropriate, shall accompany the agenda. Items for the consideration of the Board that are not available when the agenda is distributed shall be expeditiously forwarded to Board members as they become available. The Chair shall rule on such matters, but where material is not made available by the day prior to the meeting the appropriate agenda item should be deferred to the next meeting or otherwise disposed.
h) In the course of a meeting members of the Board shall respect differing opinions recognizing that dissent is healthy and should not be discouraged; however, once the Board has reached a decision all members shall be of one voice supporting the decision of the Board.
i) Any action required by law to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by all members of the Board of Directors entitled to vote in respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any document filed with the state of Michigan.

06.03.01 Observers

Board of Directors meetings convened during the Working Group Meetings shall be open to the general membership as observers unless called into executive session by the Chair. Observers shall be restricted to seating on the periphery as directed by HL7 staff. Observers shall not cause distractions or otherwise interrupt the conduct of the Board Meeting. Observers shall not seek the attention of the Chair and shall not participate in Board deliberations unless specifically requested to comment by a member of the Board. Members in good standing may individually petition to become observers during Board teleconferences. Such petitions shall be granted solely at the discretion of the Chair. Teleconference observers shall clearly announce their presence during the roll call. Teleconference observers shall be held to the same rules of courtesy and participation as expected at Working Group Meetings.

06.03.02 Board Appointed Committee Chairs

Unless serving on the Board of Directors, an appointed committee chair may attend Board meetings and/or conference calls as an observer with the express purpose of presenting the report of committee activity to the Board. Those appointed committees with co-chairs shall select a single representative to attend and render the report. The representative need not attend the Board meeting or conference call if a member of the Board serving on said committee or designated as the Board liaison is able to present the committee activity report or there is no committee activity to report.

06.04 Conflict of Interest

With reference to possible conflict of interest and in matters of ethics, Board of Directors members and employees of HL7 shall act to further the best interests of HL7 in their official affairs; they shall be alert regarding relationships with third parties which might affect their independent judgment when acting for or on behalf of HL7, be alert in the conduct of the affairs of HL7 to avoid situations in which they might, directly or indirectly, profit personally, and at all times use their best efforts to enhance the reputation of HL7 for honesty, integrity, candor and lack of bias or discrimination. Each Board member shall represent the members and the best interests of HL7, specifically:

a) They must avoid situations in which they might profit or even give the appearance of profiting personally from their official HL7 activities. Members should not employ HL7’s name in accepting payment for professional service.

b) They shall not, directly or indirectly, accept or solicit anything of value as a gift, gratuity or favor under circumstances that might affect, or reasonably lead others to believe such action would affect, impartiality on behalf of HL7. This is not intended to prohibit acceptance of reimbursement for out-of-pocket expenses while acting as an official HL7 spokesperson or of social amenities and token gifts of purely nominal value, consistent with generally accepted business practices and good taste. If there is any doubt as to the relative value of or the propriety of accepting a gift, it may be resolved by either declining to accept the gift or amenity, or obtaining the approval of the Chair or the Executive Director, in the case of HL7 employees.

c) The HL7 name and its stationery will be used only for official HL7 business and will not be used in any manner for personal business or for personal gain by any member or employee.

d) Enforce the rule that HL7 will not endorse any product or service provided by any HL7 member or non-member. Use of the HL7 trademark by its organizational members does not imply endorsement of a product or service.
06.05 Submitting and Resolving Motions via Email

Email processing will be used to address Board of Director or Executive Committee motions either of an urgent nature requiring immediate action that cannot be deferred until the next scheduled call/meeting or of a routine, non-controversial nature not requiring extensive debate or deserving of time on the next meeting agenda. Every effort will be made to address each motion as a separate email for tracking purposes.

Submissions shall be clearly identified by ‘MOTION’ in the subject line, e.g.: MOTION <insert text of motion>. The person seconding the motion shall append ‘SECOND’ to the end of the subject line, e.g.: MOTION <insert text of motion> SECOND. Following submission of the original motion and posting of a second, a two business day discussion period will take effect preceding a call for vote.

The discussion period shall begin at the start of business, defined as 8:00 a.m. Eastern, of the first business day following the submission of a second. No voting shall occur during the discussion period. Acceptance or non-acceptance of amendments to the original motion made during the discussion period must be acknowledged on the list by the submitter of the original motion and the individual providing a second.

When the discussion period closes, the vote will be initiated by HL7 Headquarters by placing ‘VOTE ON’ in the subject line preceding the motion; e.g., VOTE ON MOTION <text of motion>. The motion, as amended if appropriate, will be restated at the call for vote. The closing date/time of the vote will be stated in the body of the email. If a vote date limit is not set in the body of the email, the vote period shall default to 5 business days from the initial call for vote. The minimum vote period allowed shall be 2 business days.

All votes shall be submitted using “Reply All” to allow the members of the Board of Directors or Executive Committee to monitor progress. An email vote of “yes” shall be interpreted as an affirmative vote in support of the original, or amended if applicable, motion. In matters of expediency or to achieve a quorum response, members may be contacted by telephone and requested to submit their vote to the list.

A tally of vote status to include the motion, second, and count of those in favor, opposed, or abstaining shall be posted to the list by HL7 Headquarters the day before the close of the voting period using the subject line: TALLY OF MOTION <text of motion>. The number of votes cast, including abstentions shall count toward quorum. Proxy votes are not permitted. As defined in Robert’s Rules, the Chair is allowed to vote when his or her vote will materially affect the results of the vote.

06.06 Liability Insurance

The Executive Director on behalf of the Board of Directors shall contract for an appropriate form of Directors and Officers liability insurance to fund the contingent liability attendant to the referenced indemnification, to the greatest extent possible at reasonable expense.

07 Officers

07.01 The Executive Committee

The HL7 Officers shall be the Chair, the Chair-Elect or Immediate Past Chair acting as the Vice Chair, the Secretary, and Treasurer who, with the addition of the Chief Executive Officer, Chief Technology Officer, and Executive Director, shall comprise the Executive Committee. Officers must be current members. The Executive Committee shall be responsible for operations of the Organization. The Board of Directors may from time to time refer issues to the Executive Committee, whose decision shall be binding.
07.02 Chair
The Chair shall preside at all meetings of the Board of Directors, the Plenary and Business Meetings of the Membership, and with the assistance of the CEO manage liaison or affiliations with other organizations. The Chair shall report on the activities and state of HL7 at the annual business meeting. In the absence of the Chair the Vice Chair, being the Chair-Elect or the Immediate Past Chair, shall preside. The Chair shall be a member, ex officio, with vote, of all committees including the Technical Steering Committee.

07.02.01 Term of Office
The Chair shall serve for a term of two years, ascending from the Chair-Elect serving in odd-numbered years (term encompassing first the following even-numbered year, then the subsequent odd-numbered year).

07.02.02 Representing HL7
The Chief Executive Office, or alternately the Chair, is charged with representing HL7 to other organizations or entities. This duty may be delegated, with constraints on scope and/or timeframe, to an officer, director, committee, or Work Group chair. The designated individual shall prepare and submit timely reports on their activities.

There are numerous situations where a member of HL7, participating in various other initiatives and venues, may wish to represent an HL7 position rather than attributing their statement to themselves or their employer. In general, any written or oral statement represented as an HL7 position must be reviewed within HL7 prior to its release. Such statements shall not appear to favor one vendor, product, or service over another. Nor shall they denigrate any individual or organization. Guidelines relative to written and oral communications regarding HL7 follow.

Written Communications
This policy primarily addresses position papers, statements of plans and future directions, or philosophy statements. If the communication represents information specific to the status, process, or products of an HL7 Work Group, the release of the document should be approved by the Work Group co-chairs. If an individual believes that the release of a document is inappropriately restricted, they have the right to appeal the decision to the Technical Steering Committee, whose decision shall be final. If the communication purports to represent the position of HL7, the organization, approval must be obtained from the Executive Committee.

Oral Communications
In the case of oral communications, the speaker should clearly state whom they are representing when making statements regarding HL7. Although anyone is free to represent an individual or employer position at will, when they are speaking on behalf of a Work Group, speakers should only represent positions that have been endorsed by the Work Group or at some higher level. If a speaker is unsure of their right to express a given position, they should refrain from responding, but commit to follow up with an answer or direct the question to the appropriate Work Group chair or a member of the Executive Committee.

07.02.03 Reimbursing Expenses of the HL7 Chair
Being elected the Chair of HL7 represents a significant commitment of time and expense. It is recognized that the individual gives of his or her time in the interests of furthering the objectives of the organization; however, the significant expense involved represents an unfair burden on the individual or their organization. HL7 shall reimburse all reasonable costs accrued by the Chair associated with the conduct of HL7 business. Such costs include, but are not limited to attendance and participation at Working Group Meetings; participation in Board meetings and retreats; periodic meetings with HL7 staff; attendance and participation at meetings, conferences, and trade shows as HL7’s senior representative; and such other Board approved activities as may arise in the course of HL7 business. Exceptions to the budget must be approved by the HL7 Board. Travel costs reimbursed by the Chair’s employer or other sponsoring organization shall not be reimbursed by HL7.
07.03 Chair-Elect
The Chair-Elect shall ascend to the Chair at the conclusion of the term of the then seated Chair. The Chair-Elect shall assist the Chair and develop the operating plan for the following year. The Chair-Elect shall be a member, ex officio, without vote, of all committees including the Technical Steering Committee. The Chair Elect shall serve as Vice Chair of the Board of Directors.

07.03.01 Term of Office
The Chair-Elect shall be elected during the first year of the term of the then seated Chair and serve for a period of one year, coincident with the second year of the term of the then seated Chair.

07.04 Immediate Past Chair
At the completion of their term the Chair shall assume the role of Immediate Past Chair. The Immediate Past Chair shall assist the incoming Chair in implementing their operating plan. The Immediate Past Chair shall be a member, ex officio, without vote, of all committees including the Technical Steering Committee. The Immediate Past Chair shall serve as Vice Chair of the Board of Directors.

07.04.01 Term of Office
The Immediate Past Chair shall serve for a period of one year, coincident with the first year of the term of the then seated Chair.

07.05 Secretary
The Secretary shall provide or oversee the provision of general administrative support for the Board of Directors. In the absence of the Secretary, the presiding officer of the board meeting may appoint an Acting Secretary for the purpose of recording proceedings and motions and tallying votes. The Secretary, under the direction of the Board of Directors, shall accomplish or cause to be accomplished, the following tasks:

a) ensure that minutes of the various Work Groups are posted to the Web site within 30 days of a Working Group Meeting
b) record and publish Board proceedings and motions
c) create and distribute Board meeting and Working Group Meeting notices at least 30 days prior to such meetings
d) create and distribute voting items and ballots as directed by the Board
e) tally votes
f) distribute Board agendas
g) maintain the roster of Board members
h) maintain this Manual and cause updates to be posted to the Web site
i) establish and maintain appropriate archives and historical records of all official HL7 business
j) maintain any other records required by law

07.05.01 Term of Office
The Secretary shall serve for two years being elected in even-numbered years (term encompassing first the following odd-numbered year, then the subsequent even-numbered year). The Secretary shall serve no more than two consecutive terms.

07.06 Treasurer
The Treasurer shall establish orderly mechanisms for the collection of fees, dues, and assessments, and the distribution of monies owed. The Treasurer shall prepare, or cause to be prepared, all financial reports, subject to procedures defined in these Bylaws, presented to the Board of Directors and to the membership. The Treasurer shall employ, or cause to be employed, a certified public accountant to conduct an annual review or audit of the records and financial statements. The Treasurer shall qualify for a fidelity bond procured by the Board of Directors. The Treasurer shall have the responsibility to ensure timely payment of all dues to other organizations.
07.06.01 Term of Office
The Treasurer shall serve for two years, being elected in odd-numbered years (term encompassing first the following even-numbered year, then the subsequent odd-numbered year). The Treasurer shall serve no more than two consecutive terms.

07.06.02 Expenditure Limits
The Executive Committee shall recommend categorical expenditure limits escalating through the staff, the Executive Director, the CTO, and the CEO, which shall be presented in a matrix document for approval by the Board. Expenditure limits shall be subject to periodic review. Expenditures exceeding the established limits shall be approved by the Board.

07.06.03 Annual Budget
The Treasurer and Executive Director shall have the primary responsibility for preparing the proposed annual budget. They shall prepare a detailed, annotated budget, with guidance from the Executive Committee. It shall be the goal of the Treasurer to present the subsequent year’s budget to the Board of Directors prior to the annual business meeting.

08 Appointed Positions

08.01 HL7 Liaisons
The Chair, with the approval of the Board, shall appoint representatives to various and appropriate standards development organizations (SDO) and other groups or organizations, as necessary, to represent the interests of HL7. As a general rule travel and other expenses related to liaison activities will not be reimbursed. Requests for travel and/or other reimbursement related to these liaison activities shall be handled on a case-by-case basis. Every effort will be made to appoint individuals already associated with and participating in the meetings/activities of the SDO or group in question as the liaison. Liaisons shall report on their activity in a timely manner to the HL7 Board of Directors.

09 The Working Group
Collectively the various Work Groups established by the Technical Steering Committee to focus on particular aspects of the HL7 protocol specifications shall be know as The Working Group.

09.01 The Technical Steering Committee (TSC)
A Technical Steering Committee (TSC) shall be established to facilitate the coordination and activities of the Working Group. It shall be comprised of a representative and alternate from each of the four Steering Divisions (SD), two Affiliate representatives, the Chief Technology Officer (CTO), a representative of the Architecture Review Board (typically the ARB chair), and appropriate HL7 staff. Should the TSC identify an imbalance or the need for specific expertise, they may vote to include an ad hoc member to correct the situation. The TSC shall elect its chair from among its members; excluding the CTO, chair of the ARB, and the ad hoc member if seated. The TSC shall be responsible for product project approval and management oversight including:

a) Establishing and maintaining an HL7 Architecture, development methodologies, and work processes to be used by The Working Group in developing HL7 protocol specifications
b) Ensuring that the efforts of The Working Group to product protocol specifications proceeds at a reasonable pace
c) Ensuring that The Working Group collaborates smoothly and covers the scope of work in a consistent manner.

09.01.01 TSC Elections
The election of TSC representatives shall be held prior to the annual plenary meeting with two of the four steering division representatives and one of the two Affiliate representatives elected each year. The results of the election shall be announced during the plenary meeting with the representatives taking office the following January.
09.01.01.01 TSC Chair
The TSC shall select its chair following the plenary meeting in odd numbered years from among those members currently seated or those recently elected. The selected member shall take office in January of the following even numbered year.

09.01.01.02 Steering Division Representatives
During a nomination period of at least 30 days, nominations for Steering Division (SD) representatives shall be accepted from the co-chairs of the Work Groups comprising the SD. The nominees should be either current or past co-chairs of one of the Work Groups comprising the SD. It is felt that level of experience is necessary to be an effective member of the TSC. Service on the TSC requires a commitment of at least two hours a week. HL7 staff will contact nominees to verify their willingness to stand for election, and to solicit a brief statement for distribution. Individuals who are nominated to represent more than one SD will be asked to choose which nomination they wish to accept, thereby rejecting the other(s).

An election period of at least 30 days shall follow the nomination period. Votes shall be cast by the Work Groups in the SD, using their normal decision-making practices. Each Work Group shall cast votes for two of the candidates, and will be asked to state a preference for one as their primary representative. The candidate receiving the most votes will be named the representative for that SD. The candidate receiving the next higher number of votes will be named the alternate representative. Tie votes will be resolved by tallying the primary representative preferences for the candidates involved in the tie. If this tally also results in a tie, the decision will be made by drawing lots, unless one of the candidates involved wishes to defer to the other. Both the elected representative and alternate shall be named co-chairs of that SD.

09.01.01.03 Affiliate Representatives
An Affiliate representative shall be elected each year to serve a two year term. During a nomination period of at least 30 days, nominations for Affiliate representative shall be accepted from the Affiliate chairs. Nominees should be prepared to commit at least two hours a week to the TSC, if elected. HL7 staff will contact nominees to verify their willingness to stand for election, and to solicit a brief statement for distribution.

An election period of at least 30 days will follow the nomination period. Votes will be cast the Affiliate chairs, using their normal decision-making practices. Each Affiliate will vote for their candidate of choice. The candidate receiving the most votes will be named the Affiliate Representative. Tie votes will be resolved by drawing lots, unless one of the candidates involved wishes to defer to the other.

09.01.02 Term of Office
The CTO and ArB chair are ex officio members of the TSC and as such are not subject to a term of office beyond that prescribed by their offices.

09.01.02.01 TSC Chair
The TSC Chair shall serve a term of two years without term limits; the only criteria being current membership in the TSC. Should the TSC member selected to serve as the TSC Chair only have a year remaining of their term as an SD or Affiliate representative, and is not subsequently elected to another term, the second year of their term as TSC Chair shall be served as an ad hoc member of the TSC.

09.01.02.02 Representative Members
SD and Affiliate representatives shall serve a term of two years without term limits.

09.01.02.03 Ad Hoc Member
An ad hoc member serves at the pleasure of the TSC, but in no case should their term exceed two years subject to reappointment.
09.01.03 Vacancies
Members no longer able to fulfill their responsibilities shall resign from the TSC.

09.01.03.01 TSC Chair
Upon the resignation of the chair, the TSC shall select another member to fill the remaining term of office.

09.01.03.02 SD Representative
Upon the resignation of an SD representative, the alternate shall assume the primary role for the remaining term of office with the position of alternate remaining vacant until the next regular election.

09.01.03.03 Affiliate Representative
Upon the resignation of an Affiliate representative, the Affiliate Council shall designate an individual to complete the remaining term of office.

09.01.04 Meetings
Interim to the Working Group Meeting, the TSC shall convene via teleconference on a schedule established by the TSC Chair. The TSC Chair shall convene the TSC at least once during each Working Group Meeting.

09.01.05 Observers
TSC meetings shall be open to observers from among the general membership unless called into executive session by the TSC Chair. Observers shall be restricted to seating on the periphery as directed by HL7 staff. Observers shall not cause distractions or otherwise interrupt the conduct of the TSC meeting. Observers wishing to contribute to the meeting shall seek the attention of the TSC Chair and wait to be recognized.

09.01.06 Interpretation of the Standards
The TSC is responsible for official interpretation of all HL7 Protocol Specifications (§02.02). The TSC Chair or CTO, in collaboration with the TSC, shall respond in kind to written requests for interpretation. These written interpretations shall be published in the next edition of the HL7 newsletter, retained on file, and made available electronically.

09.02 Work Groups

09.02.01 Establishing a Work Group

09.02.01.01 Criteria
Individuals interested in establishing a new Work Group shall schedule time with the TSC Chair and the CTO to establish their conformance to the following criteria:

a) There is a demonstrated need for the creation of a Work Group such as a government mandate, the results of “gap” analysis, or a stakeholder imperative and such need is of a scope that precludes it being addressed as a project by an existing Work Group.

b) The expressed need is within the scope of HL7 and creation of the proposed Work Group shall facilitate HL7 accomplishing its mission and objectives.

c) There are a minimum of five HL7 members who have agreed to active participation in the proposed Work Group and they possess the necessary expertise and commitment to accomplish its goals.

If the TSC Chair and CTO concur on the creation of a new Work Group they shall advise on appropriate collaboration with existing Work Groups and designate the SD to which the proposed Work Group shall be assigned. Otherwise, the TSC Chair and CTO shall recommend the appropriate Work Group for the interested individuals to approach with a project proposal.
09.02.01.02 Process

With the concurrence of the TSC Chair and the CTO, the individuals proposing a new Work Group shall complete and submit a Work Group Proposal Template to the designated SD co-chairs who shall distribute it to the co-chairs of all existing Work Groups across the various SD. Within 30 days of receipt of the template the designated SD co-chairs shall convene a conference of the co-chairs of all assigned Work Groups for the purpose of accepting or rejecting the proposal. Concurrent with the conference to consider the proposal the co-chairs of other SD Work Groups shall report any instances of overlap with the focus or intent of the proposed Work Group to the designated SD co-chairs.

The proposal shall be moved to the TSC for consideration upon a two-thirds affirmative vote by those Work Group co-chairs placing a vote with at least sixty percent of the Work Groups within the SD returning a vote. Failure to achieve quorum (60%) shall result in the proposal and record of votes cast moving forward to the TSC for consideration. Given quorum, failure to receive a two-thirds affirmative vote shall cause the proposal to be rejected. A rejected proposal may be appealed to the TSC up to thirty days from the date of rejection. The TSC shall resolve an appeal within thirty days of submission.

Upon approval by the designated SD, the SD co-chairs shall immediately submit a request for review of the proposal to the TSC Chair who shall advise the TSC members of the intent to review the proposal within thirty days. The TSC shall address the Work Group proposal under the tenets of its documented decision making practices. If approved, the TSC Chair shall inform the Board of the creation of a new Work Group, suggest that the HL7 Director of Communications consider a press release announcing the formation of a new Work Group, and notify the Associate Executive Director to initiate all necessary infrastructure activity appropriate to the creation of a new Work Group. A TSC decision to reject the proposal may be appealed to the HL7 Executive Committee within thirty days of the TSC rejection. The Executive Committee shall set a date to resolve the appeal and notify the appellant.

09.02.02 Dissolution of a Work Group

Given a majority vote of its members, the co-chairs of a Work Group may petition the TSC Chair and CTO for dissolution of the Work Group. Reasons for considering dissolution include lack of interest or expertise as evidenced by participation consistently falling below five members or achievement of the objectives of the Work Group. The petition should seek to identify those Work Groups that might assume the work of the dissolving Work Group. The TSC Chair and CTO may propose and seek alternatives to dissolution.

With the concurrence of the TSC Chair and CTO, the dissolving Work Group co-chairs shall seek the approval of the appropriate Work Group(s) to assume responsibility for their work products. The Work Group(s) shall confirm consent by a two-thirds affirmative vote of their members casting a vote. The dissolving Work Group co-chairs shall complete and submit the Work Group Dissolution Template to the parent SD co-chairs. The results of the attempt to achieve consent for the assumption of work products shall be reported on the template.

The parent SD co-chairs shall distribute the template to all other Work Group co-chairs and schedule a conference to consider the request for dissolution within 30 days of submission. If appropriate, all Work Group co-chairs shall petition their Work Group members for candidates to join the affected Work Group in an effort to forestall its dissolution. Should sufficient members come forward, the request to dissolve the Work Group is moot.

Upon an affirmative vote by two-thirds of the parent SD Work Group co-chairs casting votes with at least 60% of the Work Groups returning a vote, the parent SD co-chairs shall submit the template to the TSC Chair who shall advise the TSC members of the intent to review the request for dissolution within thirty days. The TSC shall address the request to dissolve under the tenets of its documented decision making practices. Upon approval, the TSC Chair shall notify the Board of the dissolution of a Work Group and the disposition of that Work Group’s work products, and request that the Associate Executive Director take the appropriate actions to effectively remove the Work Group from the organization.
09.02.03 Work Group Co-Chairs

Each Work Group shall have a minimum of two co-chairs to ensure leadership in the event that one or the other is unable to attend a Working Group Meeting. The membership shall receive notice of a 30-day period for nomination of co-chairs from HL7 when an election is necessary due to an immediate vacancy or expiration of term. Self-nominations are acceptable. Nominees should have demonstrated an interest in the subject matter by attending meetings of the Work Group and must be either a current individual members or designated voting representatives of a current organizational or Affiliate member. The same criteria shall apply to write-in candidates. All nominees shall be contacted to validate their status as a candidate. Any candidate may decline nomination without question. A co-chair shall immediately commence their term upon election.

The co-chairs are responsible for the conduct of the Work Group in the development of the HL7 protocol specifications in the designated domain; for collecting and publishing the minutes of meetings; for ensuring that the portion of the protocol specifications for which they are responsible is properly balloted; for resolving all negative normative ballot comments appropriately; and for reporting compliance with established procedures to the TSC.

Co-chairs shall serve two year terms without term limits. Terms shall commence upon validation of election results. Terms shall be staggered to ensure continuity of leadership, with half the co-chairs of a Work Group being elected in even numbered years and half elected in odd numbered years.

09.02.04 Decision-Making Practices

All HL7 Work Groups shall follow a documented set of decision-making practices. The practices in effect in each Work Group shall be adopted by majority vote of that Work Group and shall not conflict with the HL7 Bylaws, this manual or the current edition of ANSI Essential Requirements. Working sessions of each Work Group shall be governed by the rules set forth in their decision-making practices. Meetings hosted jointly shall follow the practices of the host Work Group.

There is no requirement for Work Group proceedings to be overly formal; although situations may arise that require such formality. In the event that a situation occurs that mandates the use of formal procedures or for situations not otherwise addressed in a Work Group’s documented decision making practices, Robert’s Rules of Order shall govern. As situations demand, a Work Group may force the institution of this formality through a majority vote of the Work Group.

10 Committees and Councils

10.01 Advisory Council

The Advisory Council shall be comprised of industry, regulatory, and public sector leaders at the senior executive level selected for their specific expertise to provide the Board of Directors an independent, external perspective on HL7 and its stakeholders. The Advisory Council shall elect its own chair from among its members. The chair shall serve for the remainder of their term on the Advisory Council and may be reelected if reappointed to the council. The HL7 Chair and the CEO shall confer on identifying and selecting appropriate individuals to participate. Members of the Advisory Council shall serve two year renewable terms. The Executive Committee shall interact with the Advisory Council.

10.02 Affiliate Council

The Affiliate Council shall be the collective leadership of the Affiliate members. The Affiliate Council shall elect its own leadership. It shall coordinate the activities of the Affiliates and advise the Board of Directors on matters of interest to the Affiliates. The Affiliate Council shall approve expenditures of those funds allocated to it in the annual budget with subsequent notification of such expenditures to the Executive Committee. The HL7 Chair shall represent the United States on the Affiliate Council.
10.03 Finance Committee
The Treasurer shall chair the Finance Committee which shall include the Chair, Vice Chair, CEO, Executive Director, an Affiliate Director, and a Director representing the General Membership. The Affiliate Director and Director representing the General Membership shall be nominated by the Treasurer and approved by the Board.

The Finance Committee shall receive, review, and approve all financial statements and budgets to be presented to the Board of Directors. It shall be responsible for reviewing the annual audit of HL7 financial records. Should the auditor raise serious concerns in the course of the annual audit regarding HL7 finances or related procedures, the Finance Committee may, with the concurrence of 75% of its members, recommend to the Executive Committee that an additional audit of HL7 finances and procedures is warranted.

The Finance Committee shall recommend to the Executive Committee policies regarding the receipt and expenditure of funds. It shall assist in the preparation of a detailed budget for the coming year to be submitted to the Board of Directors at the Annual Business Meeting. The Finance Committee shall consider and make recommendations to the Executive Committee regarding opportunities to generate revenue for HL7.

10.04 Governance and Operations Committee
The Secretary, Associate Executive Director, and such other members as the Secretary shall designate will comprise the Governance and Operations Committee (GOC), which shall be responsible for maintenance of this manual as defined in §17.

10.05 Marketing Council
The Marketing Council shall consist of a chair, appointed with the concurrence of the Board, the Marketing Director, the Director of Communications, a representative selected by the Affiliate Council, and at least two (2) other interested individuals from amongst the general membership selected by the chair. It shall have responsibility for developing a marketing strategy for increasing HL7 visibility and advancing HL7 Standards in the global marketplace and implementing plans to achieve that strategy. The Marketing Council shall work with the Affiliate Council to promote both a global perspective and global distribution of HL7 marketing materials. The Marketing Council shall advise the Finance Committee of any opportunities it identifies for gifts, grants, or contributions that will further the objectives of HL7. The Marketing Council shall seek opportunities with both HL7 organizational members and those organizations associated with HL7 through memoranda or charter to jointly promote the standard or its implementation.

10.06 Nomination Committee
A Nomination Committee shall be convened by the close of the second Working Group Meeting of each year to oversee the nominations process for Officers and HL7 Directors; collect and validate petitions of nomination from amongst the membership; actively recruit, if necessary, to ensure a viable, balanced slate of candidates; and prepare the slate for ballot. The Nomination Committee shall also collaborate with staff to identify and recommend individuals deserving of special recognition, honors, or awards to the Board of Directors.

10.06.01 Composition
The Nomination Committee shall consist of:

a) Up to four representatives, who meet the criteria for participation, elected from amongst the general membership
b) Up to two representatives selected by the Technical Steering Committee
c) The Advisory Council may select one representative, if it so chooses.
d) The Board of Directors may select one representative, if it so chooses.
e) The Executive Director shall be an ex officio member and shall appoint an HL7 staff member to support the committee
10.06.01.01 Elected Representatives
A four week nomination period for member candidates seeking a seat on the Nomination Committee, to start the second Monday following the close of the first Working Group Meeting, shall be announced during the Tuesday general session of the first Working Group Meeting of each year. All petitions for nomination will be validated against HL7 membership roles to ensure that the nominee has completed at least two years of active participation. If there are four or fewer validated candidates, they shall be accepted as selected by acclamation. If there are more than four validated candidates, HL7 Headquarters shall prepare a ballot containing all validated candidates for release to the voting membership by the second Monday following the close of the nomination period. The ballot shall be open for thirty days. HL7 Headquarters shall tally the vote. The four candidates receiving the most votes shall be the membership representatives on the Nomination Committee. A tie vote impacting the fourth position shall be resolved by a run off ballot of two weeks duration to be initiated the second Monday following the close of the initial ballot.

10.06.01.02 Advisory Council and Board Representatives
The Advisory Council and Board of Directors shall, if they so choose, select their representatives prior to the start of the second Working Group Meeting of each year.

10.06.01.03 TSC Representative
The TSC shall select its representatives during the second Working Group Meeting of each year.

10.06.02 Announcement
The members of the Nomination Committee shall be announced to the general membership within one week of the close of the second Working Group Meeting of the year.

10.06.03 Selecting a Chair
The Nomination Committee shall elect its own chairperson, who shall not be the Advisory Council or Board of Directors representative if present.

10.07 Organizational Relations Committee
The Organizational Relations Committee shall consist of a chair appointed with the concurrence of the Board and at least two (2) other members. The CEO shall be an ex officio member. It shall be responsible for initiating and/or managing, under the direction of Executive Committee, the relationship between HL7 and various other organizations, associations, and consortia. The Organizational Relations Committee shall draft appropriate memoranda of understanding (MOU) and associate charters addressing these relationships for the consideration and approval of the Executive Committee.

10.08 Process Improvement Committee
The Process Improvement Committee (PIC) shall have a chair appointed with the concurrence of the Board, who shall select the members of the committee. A co-chair, or co-chairs at the discretion of the chair, shall be elected from among the members of the committee. The PIC shall monitor HL7 process and collect membership input with the objective of making recommendations for improvement to HL7 operations. The PIC will assist the GOC with maintenance of this manual.

11 Conferences, Meetings, and Educational Programs

11.01 Meeting Notice
Members shall be notified of all meetings and valid assemblies a minimum of 30 days prior to the scheduled date by postings to the general membership list server and via the HL7 Web site.
11.02 Meetings in Conjunction with HL7

Any organization wishing to convene a meeting in conjunction with an HL7 Working Group Meeting may do so given the following conditions.

a) The HL7 Executive Committee approves the request.
b) The purpose of the proposed meeting is one of the following:
c) To coordinate with HL7
d) To share in educational opportunities with HL7
e) To jointly develop standards
f) The members of the organization pay HL7 registration fees and register as Working Group Meeting attendees.

The HL7 member discount on registration fees will be extended to all members of the organization meeting jointly. These individuals shall receive all goods and services (e.g., lunches, breaks, handout materials, etc.) typically provided to Working Group Meeting attendees.

HL7 will be responsible for providing meeting space and reasonable audiovisual equipment for joint sessions during the Working Group Meeting.

Priority in scheduling will be given to:

a) Other ANSI accredited standards developing organizations
b) Professional societies and organizations
c) Consortia and user group organizations

d) The purpose of the meeting

11.03 Tutorials

Tutorials shall be scheduled sufficiently in advance to allow review and discussion during the Working Group Meeting that precedes their occurrence.

Proposed tutorials should meet the following criteria:

a) The topic should be of broad interest to the Working Group or to one of its Work Groups
b) The topic should be of interest to all classes and types of HL7 members

Tutorials that are only of interest to the members of a single Work Group should be held during the meeting time allocated to that Work Group. If a Work Group is sponsoring a tutorial for the entire Working Group, the sponsor group should not schedule meetings during the tutorial.

Tutorial formats should be limited to one meeting room and normal A/V support

Special requests must be presented as a formal proposal to the Education Committee for recommendation. The Education Committee will promptly review and make a recommendation on the proposal, presenting it to the Executive Committee for final endorsement. Special requests include tutorials that use paid trainers, a broader meeting room format, outside sponsorship, etc.

Considerations for special requests will include: the importance to advancing the broad goals of HL7; conflicts with the regular meetings of The Working Group; cost; benefits to HL7 such as increasing attendance; and financial risk.

11.04 Special Meetings

Any Work Group or other duly recognized body of HL7 may propose to the Executive Committee convening a special meeting; e.g., a meeting occurring interim to the regularly scheduled Working Group Meetings. The purpose of such special meetings may be educational or promotional, to permit extended work on issues to be returned to the larger group for action, to develop a course of action to be presented to the larger group, or to take advantage of circumstances to promote interest in and work on material for HL7. Proposals shall be submitted to HL7 Headquarters sufficiently in advance to allow for a decision by the Executive Committee and still accommodate the required thirty days prior notice. Proposals will include:

a) The purpose of the meeting
b) Expenses to be borne by HL7, if any
c) The name of the individual(s) in charge of the meeting
d) The meeting location, date and time or frequency if the requested meeting is recurring
The Executive Committee shall take action to approve or disapprove the special meeting proposal at its next meeting or conference call whichever comes first. If the special meeting is approved and HL7 funding has been requested, the Executive Committee shall stipulate the amount of funding to be provided. No special meeting shall represent itself as an official HL7 meeting without the express written approval of HL7.

Approved special meetings must be generally announced to the membership, via list server and/or other means, at least thirty days prior to the meeting. Special meetings being held in conjunction with meetings of another organization may publish the meeting notice as part of the other organization’s program announcement. A co-chair of the group or their duly appointed representative must attend any special meeting. A recording secretary shall be appointed for the meeting and minutes returned to HL7 Headquarters and distributed to the membership of the broader group no later than thirty days following the special meeting.

Approval for recurring special meetings shall be in effect:

a) Until the series is completed, or
b) Until the receipt by HL7 Headquarters of a statement that such special meetings are no longer necessary, or
c) Until the sponsoring group is disbanded, or
d) Until the sponsoring group fails to hold two consecutive special meetings according to its schedule.

Any deviations from the original request shall require a separate approval from the Executive Committee. The requesting group shall supply an agenda, meeting dates, times and locations for all such regularly-scheduled special meetings to HL7 Headquarters at least thirty days in advance of the meeting for posting on the HL7 website and via HL7 list servers. Groups should attempt to schedule special meetings more than ninety days in advance to facilitate member planning.

12 Electronic Ballots

All HL7 ballots, be they administrative, review, or normative, shall be conducted electronically. Electronic ballots shall provide, as appropriate:

a) The means to form a consensus or review group and provide necessary notifications.
b) The means to capture the vote and associated comments.
c) A method for resolving negative comments and reconciling the normative ballot.

12.01 Alternative to Electronic Ballot Format

An alternative paper ballot shall be provided upon written request to any individual not having access to appropriate technology or demonstrating that using the electronic process constitutes a substantial hardship. A nominal fee, established by the Executive Committee, shall be assessed to cover postage and handling.

12.02 Consideration of Recommended Actions

Prompt consideration shall be given to proposals made for developing new or revising existing HL7 protocol specifications. The TSC shall approve recommendations for all actions pertaining to approval or adoption of HL7 protocol specifications, or any portion thereof, prior to submission for ballot.

12.03 Ballot Content Naming Conventions

The naming convention for Version 2 documents slated to become normative shall be:

    HL7 Standard Version 2.[release number]: An Application Protocol for Electronic Data Exchange in Healthcare Environments

The naming convention for Version 3 documents slated to become normative shall be:

    HL7 Version 3 Standard: [Name of Document], Release #; Date [month and year balloted]

Normative Material, Informative Documents and DSTU:
The Work Group proposing a new document title, or a change to an existing document title, shall obtain approval from the TSC prior to the document moving to ballot.
Other Documents:
The Work Group proposing a new document title or a change to an existing document title, for other
documents published as official HL7 documents (carrying an HL7 copyright and logo) shall obtain
approval from the TSC as early as possible, preferably before the document is circulated widely for
review.

Documents in Progress
The TSC may require a change to the title of documents already in progress, in ballot, or in technical
editing after ballot for conformance with an established convention.

13 Review Ballots
A review ballot shall be used to review and validate the content of informative documents, the subject
matter of proposed draft standards for trial use (DSTU), and other items that, after due consideration
of the TSC, are not yet deemed appropriate for a normative ballot.

13.01 Informative Documents
An Informative Document is the product of a Work Group that is not deemed normative, but
nonetheless is intended for general publication. It explains or supports the structure of the standard,
or provides detailed information regarding the interpretation or implementation of the standard. The
TSC shall approve the issuance of an informative document.

13.01.01 Initiation
The TSC, in compliance with its defined processes, may initiate the ballot of an informative document.
Once initiated, the ballot shall remain active until such time as the subject matter of the ballot has
been approved or withdrawn from consideration.

13.01.02 Forming the Review Group
All current members shall be notified of the intent to form a review group and ballot an informative
document not less than thirty days prior to the opening of the ballot. This notification shall occur via
the various HL7 newsletters and member list servers. Members shall indicate their interest by
enrolling in the review group during the announcement period and up to two weeks prior to the ballot
closing date.

13.01.03 Ballot Package
The ballot package shall be available to all members of the ballot group for thirty days following the
opening of the ballot period. Participants are encouraged to provide constructive comments for
improving the content or language of the subject matter under review.

13.01.04 Handling Comments
At the close of the ballot the responsible Work Group shall consider all comments with the intent of
improving the quality and clarity of the informative document.

This process is not synonymous with nor shall it assume the rigor of normative reconciliation. There
is no requirement to resolve negative comments and seek withdrawal of the negative; however, an
agreement that the negative comment is persuasive, resulting in change to the subject matter, will
most likely result in the submitter changing their ballot to affirmative which may affect the outcome of
the ballot.

The issue of substantive change shall not be applicable to an informative document. In the instance
of an approved informative document with substantive change resulting from review, it is left to the
discretion of the responsible Work Group to either submit to another ballot or move forward with the
revised informative document.
If the informative document fails to be approved, it again falls to the discretion of the responsible Work Group, after appropriate revision if necessary, to either submit to another review ballot, withdraw the document from consideration, or repackage the content and submit it to the TSC for consideration of submission to a normative ballot.

13.01.05 Approval

There is no quorum required for an informative document. The informative document shall be considered approved if, following ballot review, sixty percent (60%) of the combined affirmative and negative votes cast are affirmative.

Upon approval the informative document may, with the concurrence of the TSC, be released for publication. An informative document may, at the request of the TSC, be registered with ANSI as a Technical Report. While registering the document with ANSI does not infer any status on the document, it does ensure notification of the availability of the informative document to a broad audience.

After a minimum period of six months from the date of publication the contents of an informative document may be subjected to a normative ballot and subsequently submitted for consideration as an American National Standard.

13.02 Draft Standard for Trial Use (DSTU)

ANSI allows Accredited Standards Developers broad latitude in defining their process for managing the development and release of a DSTU. The two stipulations found in Annex B: Draft American National Standards for trial use of ANSI Essential Requirements: Due process requirements for American National Standards are:

a) A DSTU shall not be used to meet the need for an emergency standard; and
b) The issuance of a DSTU shall only proceed with the understanding that the draft standard will, following a suitable period for evaluation and comment, either be moved to ballot as a normative document or expeditiously incorporated into a fully balloted and accredited version of the standard.

HL7 has taken the position that a DSTU shall be used to provide the basis for proof of concept pilot projects and objective assessment of the viability of implementation of the proposed standard. The TSC is empowered to approve the development and subsequent release of a DSTU. There is no ANSI requirement for due process regards a DSTU, implying the option of simply preparing, registering, and releasing a DSTU. However, given the requirement to ultimately make the content of the DSTU normative, it seems prudent to validate the content by subjecting it to review prior to registering it as a DSTU. Should the content of the proposed draft standard not be approved, for whatever reason, it may simply be withdrawn from consideration given that the DSTU has not yet been registered with ANSI.

Following a successful review the content, in the appropriate form, shall be presented for release and HL7 Headquarters shall file a Request to announce the availability of a Draft Standard for Trial Use with ANSI. In the event of a challenge of the intent to release a DSTU, the TSC shall review and seek resolution of the challenge. The only viable basis for a challenge is the contention that HL7 did not follow its documented process for initiating and releasing a DSTU.

13.02.01 Initiation

The TSC, in compliance with its defined processes, may initiate the review of the subject matter of the proposed draft standard. Once initiated, the review ballot shall remain active until such time as the subject matter of the proposed draft standard has been approved or withdrawn from consideration.
13.02.02 Forming the Review Group

All current members shall be notified of the intent to form a review group and ballot the content of a proposed draft standard not less than thirty days prior to the opening of the ballot. This notification shall occur via the various HL7 newsletters and member list servers. Members shall indicate their interest by enrolling in the review group during the announcement period and up to two weeks before the ballot closing date. The minimum review group shall be ten current members representing at least three organizational members.

13.02.03 Ballot Package

The ballot package shall be available to all members of the review group for thirty days following the opening of the ballot period. Reviewers are encouraged to provide constructive comments for improving the content or language of the subject matter under review.

13.02.04 Handling Comments

At the close of the review ballot the responsible Work Group shall consider all comments with the intent of improving the quality and clarity of the proposed draft standard. This process is not synonymous with nor shall it assume the rigor of normative reconciliation. There is no requirement to resolve negative comments and seek withdrawal of the negative; however, an agreement that the negative comment is persuasive, resulting in change to the subject matter, will most likely result in the submitter changing their ballot to affirmative which may affect the outcome of the ballot.

The issue of substantive change shall not be applicable to a proposed draft standard. In the instance of an approved draft standard with substantive change resulting from review, it is left to the discretion of the responsible Work Group to either submit to another ballot or move forward with the revised content of the draft standard.

If the proposed draft standard fails to be approved, it again falls to the discretion of the responsible Work Group, after appropriate revision if necessary, to either submit to another review ballot, withdraw the document from consideration, or repackage the content and submit it to the TSC for consideration of a normative ballot.

13.02.05 Approval

The proposed draft standard shall be considered approved if sixty percent (60%) of the combined affirmative and negative votes cast are affirmative.

Upon approval the proposed draft standard, with the concurrence of the TSC, shall be registered as a DSTU and released for publication.

13.02.05.01 DSTU Front Matter

The front cover of a DSTU shall include the following statement.

“Publication of this draft standard for trial use and comment has been approved by Health Level Seven, Inc. (HL7) Distribution of this draft standard for comment shall not continue beyond [indicate the number of months allocated for evaluation and review, not to exceed 24] months from the date of publication. It is expected that following this [the number of months shown above] month period, this draft standard, revised as necessary, will be submitted to the American National Standards Institute for approval as an American National Standard. A public review in accordance with established ANSI procedures is required at the end of the trial use period and before a draft standard for trial use may be submitted to ANSI for approval as an American National Standard. This draft standard is not an accredited American National Standard. Suggestions for revision should be directed to [include contact information for the submission of comments].”
The use of the ANSI logo or trademark on a DSTU is strictly prohibited; however, the DSTU may be referred to as a Draft American National Standard for Trial Use given conformance to the above processes.

13.02.06 Results of the Trial Use Period
Where the evaluation and comment period results in a need for substantive changes to the draft standard, the resulting normative standard may embody such changes or a revised DSTU may be released for further evaluation without recourse to a review ballot. In either case, given the need for substantive changes, the normative standard or the subsequent revised DSTU is not bound to maintain compatibility with the initial draft standard. Under such circumstances, given that the intent of a draft standard is to improve the viability of the subsequent normative standard, it is the obligation of the responsible Work Group to select enhancement over compatibility. Conversely, recognizing the commitment and investment involved in implementing a DSTU for evaluation and comment, a DSTU implementation shall be accepted as viable for up to two years after its publication or for up to six months after the publication of a subsequent revised DSTU or the release of the normative standard resulting from the draft standard, whichever is longer.

13.03 Proposed Normative Content – Comment Only
A Work Group, with the concurrence of the TSC, may submit proposed normative content to review. The intent is not to make the subject matter normative, but to gather input from members outside of the Work Group on the viability and clarity of the proposed normative content. The review of proposed normative content does not seek a vote, per se, but will capture all comments.

13.03.01 Initiation
The TSC, in compliance with its defined processes, may initiate the review of proposed normative content. Proposed normative content shall be subjected to a single review cycle.

13.03.02 Forming the Review Group
All current members shall be notified of the intent to form a group to review proposed normative content not less than thirty days prior to the opening of the review period. This notification shall occur via the various HL7 newsletters and member listservs. Members shall indicate their interest by enrolling in the review group during the announcement period and up to two weeks prior to the review closing date.

13.03.03 Ballot Package
The ballot package shall be available to all members of the review group for thirty days following the opening of the review period. Participants are encouraged to provide constructive comments for improving the content or clarity of the proposed normative content.

13.03.04 Results of the Review
At the close of the review period the responsible Work Group shall consider all comments with the intent of improving the quality and clarity of the proposed normative content before seeking the approval of the TSC for submission to a normative ballot.

There is no requirement to respond to any comment or advise any submitter of the disposition of their comments. Given that this is a review of proposed normative content, the issue of substantive change is moot.
14 Normative Ballot

A normative ballot is undertaken with the approval of the TSC. It is intended to process and validate those protocol specifications intended for submission to ANSI for consideration as American National Standards. The normative ballot process shall adhere to the tenets of ANSI Essential Requirements: Due process requirements for American National Standards. Typically the subject matter of a normative ballot has at some point been subjected to a review ballot; however, there is no requirement that a review ballot precede a normative ballot. There are a number of scenarios where material may need to move directly to normative ballot, such as the need to respond to government mandate or resolve a critical issue raised by a stakeholder or noted in an existing American National Standard.

14.01 Normative Ballot Content

14.01.01 Proposed Normative Content

A Work Group may, with the concurrence of the TSC, submit proposed normative content to a normative ballot.

14.01.02 Moving an Informative Document to Normative Ballot

An Informative Document, representing the consensus of the issuing Work Group on a given subject area, may be submitted for normative ballot by the issuing Work Group co-chairs with the concurrence of the TSC. The Work Group co-chairs shall present the TSC with the following documentation: (1) the publication date of the document, which must be at least six months prior to the request; (2) a log of any post publication comments and subsequent resolution, if such occurred; and (3) the rationale for moving the contents to normative ballot. Subsequent to the successful completion of a normative ballot, the Work Group co-chairs shall issue a statement through HL7 Headquarters withdrawing the Informative Document with reference to the corresponding normative standard. In the event the Informative Document was registered with ANSI, this statement shall cause HL7 Headquarters to notify ANSI of the withdrawal of the Technical Report.

14.01.03 Moving a Draft Standard to Normative Ballot

Following the close of the trial use period and the application of revisions resulting from comments received and practical experience gained during the trial use period, if any, the subject matter of a draft standard, appropriately formatted and named as a normative document may, with the concurrence of the TSC, be submitted to a normative ballot.

14.01.04 Normative Ballot Resulting from External Requirements

In order to provide timely compliance with regulatory or other governmental mandates and/or a timely response to industry or market demand, a Work Group may, with the concurrence of the TSC, issue a normative ballot without first conducting a review ballot given that the content of the normative ballot is restricted to those changes and/or additions to the normative standard necessary to address the specific requirement.

14.01.05 Components Labeled “For Comment Only”

Certain components of a normative ballot may be labeled as “reference material” or “informative content” and are not considered normative content. Such components may be included in normative ballot material “for comment only.” The objective of the submitting Work Group is to gather input from the membership on the appropriateness and accuracy of the material in question. There is no vote per se on such material and comments are not subject to reconciliation.
14.01.06 Confirmation of Previous Ballot Reconciliation

A normative ballot shall not include content from a previous normative ballot that has not been fully reconciled. The responsible Work Group must ensure the completeness of required documentation for all previous normative ballot cycles of the same content. The required documentation includes:

a) Reconciliation packages uploaded to the ballot site
b) The ballot site reflecting that all negative voters have been notified of the dispositionalities of their negative votes
c) The ballot site reflecting that all negative voters have been notified of the right to appeal (§14.12)
d) The ballot site reflecting that an email has been sent to those negative voters who have verbally agreed to withdraw their negative vote. This email shall seek confirmation of the voter’s decision and allow the voter five days in which to respond. Further, the email shall indicate the date on which this verbal agreement occurred which shall be documented in the Work Group minutes for future reference. During the subsequent five day period the negative voter may either confirm the withdrawal or state that the negative stands.

e) The ballot site reflecting that quorum was achieved and affirmative votes were handled appropriately.

The deadline for completing required documentation is the Supporting Content Deadline which is scheduled two weeks prior to ballot opening. At least two weeks prior to the Ballot Announcement Date HL7 Headquarters shall provide a list of outstanding reconciliation items by ballot cycle to the TSC. Any required documentation that is “outstanding” material for ballots that took place before the creation of the ballot site shall be sent to the Associate Executive Director.

14.02 Notice of Normative Ballot

Notice of a normative ballot shall be provided to the membership, the headquarters or secretariat of cooperating ANSI Accredited Standards Developers (ASD), and the general public via the HL7 Newsletter, ANSI Standards Action, press releases, e-mail announcements or special mailings as appropriate. This notice will be released at least thirty (30) days prior to the start of the ballot period.

14.03 Forming the Consensus Group

A normative ballot shall be open to all interested and materially affected parties; however, quorum shall be defined relative to the number of HL7 members in the consensus group. The consensus group shall have no constraints on or requirements for participation of non-members other than the assessment of an administrative processing fee to be established by the Executive Committee, but in no case to exceed the individual membership fee.

14.03.01 Member Participation in the Consensus Group

To establish the consensus group, HL7 shall canvass its membership to identify those members willing to participate. This canvass will be conducted immediately before each normative ballot. The canvass will be conducted electronically with individual responses being accepted via the member’s only section of the website.

Any member who does not have access to the Internet or who can demonstrate that using the electronic process creates a substantial hardship may request that their ballot be conducted by paper through the mail.

A member may join the consensus group at any time up to two weeks prior to the close of the ballot period. The TSC shall be informed of any ballot where, within two weeks of the closing of the ballot period, the consensus group includes fewer than ten (10) members. The TSC may, at its discretion, postpone the ballot until an adequate number of members join the consensus group. Quorum shall be determined by those members submitting a ballot response.

Ultimately, the consensus group shall consist of those individuals who submitted an affirmative or negative ballot by the close of the ballot response period. Those registrants who do not return either an affirmative or negative ballot shall be notified of their removal from the consensus group and shall not participate in any subsequent ballot of the same content.
14.03.02 Nonmember Participation in the Consensus Group

Nonmembers, defined as a person not currently a member of HL7 either individually or as a representative of an organizational or Affiliate member, who are directly and materially affected by a ballot proposal may request to join the consensus group specific to that ballot. Such individuals shall contact HL7 Headquarters by mail, telephone, or email providing information supporting their status as non members; as being directly and materially affected and full contact information including name, address, telephone, and email address if appropriate. Nonmember participation is by definition at the individual level; there shall be no instances of organizational nonmember participation. A nonmember may seek to join the consensus group at any time up to two weeks prior to the close of the ballot period.

Upon validation of their status the requester shall be provided a ballot package, either electronically or through the mail. It shall be made known to the nonmember that participation in the ballot implies adherence to the tenets of the HL7 intellectual property policies (§16), which shall be extracted and included in the nonmember’s ballot package. Nonmembers must adhere to all ballot instructions and respond by the date required.

At the discretion of the TSC, non-member comments may be declared duplicative and removed from the ballot pool. Those non-members whose comments are so declared will be notified of such decision by the most appropriate means. The first occurrence of a given nonmember comment subsequently duplicated shall be annotated to reflect the number of duplicate comments received, but shall count as a single ballot response.

HL7 shall assess an administrative fee for the processing, handling, and shipping of the ballot package. Said fee, to be determined by the Executive Committee, shall not exceed the fee associated with an individual membership in HL7. The fee, at the discretion of HL7 Headquarters, may be requested in advance. The fee shall support and provide for participation in all subsequent ballots specific to the initial issue. Nonmember administrative fees may be applied to membership in the year collected, but are not refundable.

14.03.03 Seeking Balance in the Consensus Group

Concurrent with the opening of the ballot period, HL7 Headquarters shall review the consensus group to ascertain if a single category of membership constitutes a majority of the group. If a disparity is found, HL7 Headquarters shall engage members of underrepresented categories seeking their participation in the consensus group. A record of such action, if it proves necessary, shall be part of the ballot record.

14.04 Issuing a Normative Ballot

14.04.01 Authority

The TSC is empowered to initiate and conduct a normative ballot on those items properly submitted by a Work Group.

14.04.02 Return Date

The ballot shall indicate a return date, which shall not be less than 30 days after the date that the ballot commences or opens.

14.04.03 Reason

The ballot shall include the information supporting the submission of the item to ballot.

14.04.04 Instructions

The ballot package shall include clear and conspicuous instructions that negative responses submitted without comment or with inappropriate comments or comments of no relevance to the ballot proposal will not be factored into the numerical requirements for consensus and will be recorded as “negative without comment” without further notice to the submitter.
14.04.05 Cooperating ANSI ASD
Normative ballots shall be routinely provided to the headquarters or secretariat of cooperating ANSI ASD.

14.05 Approval
A 75% affirmative response of the combined affirmative and negative votes cast by members of the consensus group shall be required for approval with not less than 60% of the consensus group returning ballots and representative of at least 60% of the HL7 members in the consensus group.

14.05.01 Achieving the Necessary Ballot Response Level
Seven (7) calendar days prior to the close of a normative ballot, HL7 staff shall issue a reminder email message to those members of the consensus group who have not yet submitted a ballot response. On or about three (3) working days prior to the close of a normative ballot, at the convenience of HL7 staff, the Work Group co-chairs having jurisdiction shall be notified of the status of the consensus pool response.
If the required 60% response level has not been achieved or the response level is not inclusive of the required 60% of HL7 members registered in the consensus group, the Work Group co-chairs having jurisdiction may choose to:
a) execute a single extension of the normative ballot closing date for a period not to exceed two (2) weeks (fourteen (14) calendar days) with the objective of achieving the required 60% response level and/or 60% response of the registered HL7 members; or
b) close the normative ballot on the date originally stipulated and declare the ballot “for comment only” if the required response levels have not been achieved by that date.
In the event that a normative ballot is closed with a declaration of “for comment only,” HL7 staff shall inform the consensus group of that decision by email message stipulating the failure to achieve the required response levels. The Work Group co-chairs having jurisdiction shall consider revising the materials involved in the normative ballot based on any comments received from the consensus group, but is not required to conduct ballot reconciliation. Said materials, whether revised or not, may be submitted for the next normative ballot cycle. Information regarding closing date extensions shall be included in the ballot report.

14.05.02 Abstentions
Abstentions shall be counted as a valid ballot for the purpose of meeting consensus requirements of not less than 60% response, but shall be construed as noncommittal for the purpose of ballot approval and not included in the tally.

14.05.03 Unresolved Negatives
Submission to ANSI for consideration as an American National Standard is not contingent on the withdrawal of all negative ballots. The existence of unresolved negatives shall not preclude the submission of a protocol specification that meets the approval criteria.

14.05.04 Approved Components
Those components of a normative ballot which receive approval and are easily delineated and shown not to adversely affect any other component of the same ballot, may, with the concurrence of the TSC, be moved forward by the Work Group having jurisdiction to publication and submission for consideration as an American National Standard regardless of the approval or disapproval of other components of the same ballot.

14.06 Accompanying Statements

14.06.01 Retraction
The submitter may, of their own volition, retract an accompanying statement, whether associated with a negative or affirmative ballot, at any time by providing written notice of such action in a letter, memorandum, or e-mail. A retracted statement shall be considered to have been submitted in error and shall not be retained as part of the ballot.
14.06.02 Affirmative Ballots
All statements accompanying affirmative ballots shall be considered by the appropriate Work Group.

14.06.03 Negative Ballots

14.06.03.01 Submission of Comments
Statements accompanying negative ballots should be submitted as an attachment to the ballot and clearly reference the particular ballot item(s) to which it pertains.

14.06.03.02 No Comments or Inappropriate Comments
Negative ballots not accompanied by comments or accompanied by inappropriate comments or comments of no relevance to the ballot proposal shall not be considered. Such ballots will be recorded as a “negative without comment” for the purposes of establishing a quorum and reporting to ANSI. However, these ballots shall not be factored into the numerical requirements for consensus. No effort shall be made to solicit comments from the submitter of a negative without comment.

14.07 Notification of Discussion of Responses
All participants in the consensus group, and specifically those who submitted negative ballots, shall be notified of the time and place where negative ballots will be considered. Such notification may be included in the normative ballot, as part of a meeting agenda, or by other appropriate means.

14.08 Negative Ballots Not Previously Considered
All negative ballots not disposed in an earlier normative ballot cycle shall be considered by the Work Group having jurisdiction.

14.08.01 Motions for Handling Negative Ballots
All motions for handling negative comments shall include an explanation of the reason for the action.

14.08.01.01 Not Related
A negative response should be considered not related if it deals with issues or functionality that is beyond the scope of or is, in the considered opinion of the Work Group, clearly not related to the ballot subject matter. Approval of a motion to declare a negative response not related shall require an affirmative vote of at least sixty percent (60%) of the combined affirmative and negative votes cast by the Work Group during reconciliation. Negative responses declared not related shall be recorded and reported to ANSI as a “negative without comment” and shall not impede progress of the ballot.

Those items declared not related shall become recommended actions for the development of new or revision of existing protocol specifications. The submitter of a negative response declared not related shall be advised of the disposition of their response and the reasons therefore. No further action is required.

14.08.01.02 Not Persuasive
A negative response should be considered not persuasive if it deals with processes or issues not in the purview of the Work Group responsible for ballot content; suggests the use of alternate methodologies or solutions; or questions the validity of the approach or the expertise of the developers. Approval of a motion to declare a negative response not persuasive shall require an affirmative vote of at least sixty percent (60%) of the combined affirmative and negative votes cast by the Work Group during reconciliation. The submitter of a negative response declared not persuasive shall be advised of the disposition of their response and the reasons therefore. The submitter may choose to withdraw their negative in favor of an affirmative or abstention; otherwise, the response shall be recorded and reported to ANSI as an unresolved negative.
14.08.01.03 Persuasive
Where the Work Group effecting reconciliation agrees without objection that the position expressed by the negative response is persuasive, the changes recommended by the comment shall be incorporated into the specification as reasonable and necessary revisions. The submitter may choose to withdraw their negative in favor of an affirmative; if not, the response will be recorded and reported to ANSI as a resolved negative given that the submitter’s concern has been satisfied by the adoption of their recommended solution.

14.08.02 Confirmation of Withdrawn Negative Ballot
Those negative ballots recorded as resolved and withdrawn at the request of the submitter during a working group reconciliation session or teleconference will be affirmed via email. No response to the email within five working days will be considered a de facto affirmation of withdrawal.

14.08.03 Effect of Withdrawn Negative
A negative ballot withdrawn at the request of the submitter shall be recorded as an affirmative vote.

14.08.04 Substantive Change
Substantive change is classified as any change that materially affects the intent or content of the standard as balloted; e.g., alters the information content of a message, the circumstances under which it would be sent, or the interpretation of its content. A negative response deemed persuasive and resulting in a substantive change will necessitate a subsequent normative ballot involving those members of the original consensus group who cast an affirmative or negative ballot; allowing them to reaffirm or change their vote due to the substantive change.

14.09 Negative Ballots Previously Considered
When a negative response to a normative ballot raises virtually the same issues as those contained in a negative response disposed as not related or not persuasive in a previous normative ballot cycle of the same subject matter, the Work Group co-chairs may move that the negative ballot be given no further consideration and cite the results of the previous reconciliation action. Approval of this motion shall require an affirmative vote of at least sixty percent (60%) of the combined affirmative and negative votes cast by the Work Group during reconciliation.

14.10 Notification of Disposition of Negative Ballots
With the exception of those negative ballots submitted without comment, those individuals submitting negative ballots or negative comments in the course of public review shall be notified as to the disposition of their negative ballots or comments. Notification of the disposition of negative comments submitted during the ballot or public comment period shall be in writing which includes electronic communications.

14.10.01 Fulfilling Notification of Disposition Requirements
If the attempt to notify an organization or Affiliate member representative of the disposition of their negative comments via the Ballot Desktop is unsuccessful, the responsible co-chair will notify HL7 Headquarters who shall forward such notification to the organization or Affiliate’s Key Member fulfilling the requirement of notification.

If the attempt to notify an individual member of the disposition of their negative comments via the Ballot Desktop is unsuccessful, the attempt shall be considered reasonable and prudent and shall fulfill the requirement of notification of disposition.

14.10.02 Execution of Organizational or Affiliate Representative Proxy
In the event that a voting member is unable, for whatever reason, to respond to the disposition of a negative ballot, the Key Member of that organization or Affiliate shall execute their proxy (§03.05).
14.11 Re-circulation of Unresolved Negative Comments

In the case of a normative ballot reconciled by the Work Groups with no substantive change and otherwise receiving approval, all unresolved negative comments (those declared not persuasive, but not withdrawn) shall be reported back to those members of the original consensus group who cast a negative or affirmative ballot, allowing them the opportunity to change or reaffirm their original vote based on the content of the unresolved negative comments. The report of unresolved negative comments shall be an amalgamated ballot reconciliation spreadsheet including only those negative comments declared not persuasive and not withdrawn.

The re-circulation period shall not exceed two weeks and is solely for the purpose of allowing those participating in the ballot to reconsider their original vote in light of the content of the unresolved negative comments. While there is no requirement to include comments for votes that are changed from negative to affirmative or from either negative or affirmative to abstain, participants who choose to change an affirmative to a negative must cite the unresolved negative comment that prompted that decision. At the close of the re-circulation period, the votes shall be tallied and the results of the ballot reported to the membership. The results of the recirculation ballot shall constitute the final tally of the normative ballot.

14.12 Appeal

Any individual who has been or will be adversely affected by any procedural action or inaction by HL7 with regard to the development and subsequent approval by normative ballot of a proposed American National Standard or the revision and subsequent approval by normative ballot of an existing American National Standard, shall have the right to appeal. The burden of proof to show adverse effect shall be on the appellant. Appeals of actions shall be made within sixty (60) days of the purported infraction; appeals of inactions may be made at any time.

The appellant shall state their case in writing and deliver the appeal including all appropriate contact information to the Organization’s business office (§01.02) addressed to the attention of the Associate Executive Director. Upon receipt the Associate Executive Director shall immediately notify the Executive Committee of the submission of an appeal by providing them a copy of the appellant’s correspondence. The Executive Committee shall identify a disinterested third party, who may or may not be a member of HL7, and instruct them to conduct an audit of the process and records related to the action or inaction in question.

If the investigation shall take longer than sixty (60) days, the Associate Executive Director shall inform the appellant of the reason for a delay and the expected date of response. The individual conducting the investigation shall prepare a report for the consideration of the Executive Committee, who shall resolve the appeal. The appellant may appeal the decision of the Executive Committee to ANSI.

14.13 Discontinuance of a Standards Project

Work Groups may, with the concurrence of the TSC, discontinue a project involving a new protocol specification or revision to an existing protocol specification should they:

a) be unable to reach consensus necessary to bring the protocol specification to normative ballot within a year of project initiation; or

b) be unable to successfully complete a normative ballot and move the protocol specification to publication within a year of initiation of a normative ballot

All records related to a discontinued project, including a written justification for the discontinuance, shall be retained for a period of sixty (60) days beyond the date of the final action; being the announcement of discontinuance by ANSI. During this period, the justification for discontinuance shall be provided to those submitting a written request for such information.
15 Submission of American National Standards

Having previously reported project initiation and upon approval by normative ballot, the TSC shall cause the subject protocol specifications to be submitted to ANSI as a candidate for acceptance and acknowledgment as an American National Standard in compliance with then applicable ANSI requirements. Subsequent public review comments received in response to announcements in the media shall be addressed in writing in a timely fashion and shall be subject to the ANSI procedures for handling such comments.

15.01 Prerequisites for Submission

15.01.01 PINS Form
A PINS form shall be submitted to ANSI at the initiation of each new project.

15.01.02 BSR-8 Form
A BSR-8 form will be submitted to ANSI concurrent with the initiation of each membership ballot of the subject standard.

15.01.03 Adherence to ANSI Patent Policy
HL7 shall adhere to the ANSI patent policy relevant to the submission of American National Standards as defined in the current edition of ANSI Essential Requirements: Due process requirements for American National Standards.

15.01.04 Adherence to ANSI Metric Policy
HL7 shall adhere to the ANSI metric policy relevant to the submission of American National Standards as defined in the current edition of ANSI Essential Requirements: Due process requirements for American National Standards. HL7 recognizes the International System of Units (SI) as the preferred units of measure in American National Standards.

15.01.05 Exclusion of Commercial Terms and Conditions
HL7 shall adhere to the restrictions on the use of Commercial Terms and Conditions stipulated in the current edition of ANSI Essential Requirements: Due Process Requirements for American National Standards.

15.01.06 Records Retention as Evidence of Compliance
Records related to new, revised, or reaffirmed American National Standards shall be retained for one complete standards cycle, or until the standard is subsequently revised.

15.02 Required Information
HL7 Headquarters shall be responsible for the timely submission of the required information to ANSI:

a) Title and designation of the proposed American National Standard
b) Indication of the type of action requested
c) Two copies of the final proposed American National Standard
d) A declaration that the accredited procedures were followed
e) A declaration that the proposed standard is within the scope of the Work Group
f) A declaration that there are no identified significant conflicts with another known American National Standard
g) A declaration that other known American National Standards have been examined with regard to harmonization and duplication of content
h) A statement that the proposed American National Standard has been provided to the administrator(s) of the appropriate USA Technical Advisory Group(s)
i) A declaration that all appeal actions related to approval of the proposed standard have been completed
j) A summary of the voting, including abstentions and unreturned ballots in each interest category
k) Identification of all unresolved negative views and objections, names of objector(s), and a report of attempts toward resolution

15.02.01 BSR-9 Form
The BSR-9 form will be submitted to ANSI upon approval of the subject standard via membership ballot and the close of the 60-day public comment period initiated by the BSR-8 form submitted concurrent with the initiation of the membership ballot, but not more than 6 months following the close of said public comment period.

15.03 Submission of HL7 American National Standards for ISO Approval
The submission of HL7 American National Standards (ANS) to ISO must be reviewed by the HL7 ISO liaison and approved by TSC. The recommended standard, in ISO-acceptable format, and the appropriate ISO forms must be submitted electronically to HL7 Headquarters, which will forward them to the ISO liaison. The ISO liaison will either return the documentation to the submitter for additional action or forward it to the Secretary of the Board with a recommendation for action.

15.04 Maintenance of HL7 American National Standards
HL7 American National Standards shall be kept current and relevant by means of timely review and revision. Procedures shall be established which ensure a process in which requests for change are received and dealt with in a timely fashion. In the event that no revisions are issued for a period of five years, a decision to reaffirm or withdraw an HL7 American National Standard shall be resolved by vote of the Board of Directors.

15.05 Maintenance of ANSI Membership
The Associate Executive Director shall ensure timely remittance of all dues necessary for maintenance of ANSI membership.

16 Intellectual Property
HL7 acknowledges that a participant’s knowledge of intellectual property and possible infringement is limited to his or her own personal knowledge and does not include knowledge or constructive knowledge of any other member or non-member.

16.01 Copyright
All HL7 Protocol Specifications and are protected under the provisions of US and International copyright law. Rights are granted based on type of HL7 membership.

16.01.01 Copyright Protection
The HL7 Standards are an evolving and expanding body of work prepared by the members of HL7. They are protected as works of copyrightable authorship under applicable US and international copyright principles. Consistent with these principles, HL7 asserts and holds domestic and international copyrights to the Standards. Recognizing that the Standards are the work product of the membership of HL7, and that HL7 is the collective representative of all of the member’s interests, these copyrights are asserted and held by Health Level Seven, Inc. in its capacity as the representative of its total membership. All members of HL7 have and will continue to possess the usage rights to the Standards as authorized by the HL7 member agreements and International Affiliate agreements.
As an ANSI accredited standards developer (ASD) for health care related electronic data interchange, HL7 is responsible for assuring that the Standards remain accurate and their integrity is maintained. This duty is consistent with the mandate of a standard making organization to assure that the emerging standard is consistently presented and its evolution fully documented. Copyright secures to its owner the exclusive right to authorize certain uses of the copyrighted material. HL7’s objective in asserting and enforcing copyrights in the Standards is to assure that the public and end-users of the Standards may rely upon HL7 to be an official source of the most current and accurate versions of the Standards. To achieve the twin objectives of 1) assuring the integrity of the Standards, and 2) guaranteeing that users may secure from a reliable source a verified version of a particular standard, HL7 has and will continue to enforce the copyrights it holds in the Standards. As dissemination and implementation of the Standards continues, it is imperative that HL7 have a method to assert and enforce its role to maintain the official editions of the Standards. Copyright provides this enforcement and protection mechanism.

16.01.02 Commitment
All those contributing to the HL7 Protocol Specifications, be they members or non-members, grant a free, irrevocable license to HL7 to:
(a) incorporate any contributions regardless of media or form, and any subsequent modifications thereof, in the creation or maintenance of HL7 Protocol Specifications;
(b) copyright in HL7’s name any Protocol Specification even though it may include portions of said contributions; and
(c) permit others, at HL7’s sole discretion, to reproduce in whole or in part the resulting Protocol Specifications.

All contributors further acknowledge that, to the best of their personal knowledge, all contributions are free of encumbrance as it relates to the intellectual property rights of others.

16.01.03 Previously Copyrighted Material
The use of previously copyrighted material in HL7 Protocol Specifications is discouraged; rather the material should be referenced by name and source including any known licensing requirements. However, if such material is deemed sufficiently important to merit insertion the appropriate Work Group chair shall petition HL7 Headquarters to seek formal authorization for its use, both in the HL7 Protocol Specifications and by the membership. A note citing the copyright and authorization for use shall be included in the HL7 Protocol Specifications; without such authorization the material may not be inserted in the HL7 Protocol Specifications.

16.01.04 Independently Developed Specifications
The submission of independently developed specifications for consideration as a potential HL7 Protocol Specification or to serve as the basis for standards development is encouraged. In order to ensure unencumbered development a written release of unrestricted world rights to use a specification as the basis for development of an HL7 Protocol Specification and for all future revisions and editions of that HL7 Protocol Specification is required. The copyright to the original text and its future development outside of HL7 is not forfeit as a result of giving permission to use the specification as the basis for an HL7 Protocol Specification; however, the results of such development outside of HL7 shall not be referred to as an HL7 Protocol Specification. The original copyright of the base specification will be cited in the front matter of the approved HL7 Protocol Specification.

16.01.05 Negotiated Use of HL7 Copyrighted Material
HL7 is willing to negotiate with any organization wishing to reproduce, embed and/or distribute HL7 copyrighted materials within their proprietary documentation (hardcopy and online) and within their commercial applications.

In all cases, such use requires a written contract to be provided if and only if: (a) HL7 is clearly identified as publisher of the Standards and holder of the copyright of the material, and (b) any modifications to the Standards are clearly identified to end-users.
16.01.06 Academic Access to HL7 Copyrighted Materials

HL7 copyrighted materials shall be made available on a by-request basis to faculty of accredited educational institutions that are members of HL7 for the purpose of teaching for-credit courses in healthcare informatics or related subjects. Non-member faculty making such requests will be advised of the benefits of membership and encouraged to join HL7. If the faculty member declines membership, limited access to only those materials appropriate to the course in question will be granted for a period not to exceed the duration of such course in the approved curriculum. In all cases faculty will attribute such material to HL7 and notify students that reproduction of HL7 material is expressly prohibited.

16.01.07 Public Access to HL7 Copyrighted Vocabulary Tables

The content of HL7 Version 2 and Version 3 Vocabulary Tables will be made available free for use electronically. HL7 reserves the copyright on all vocabulary content, but allows its use and distribution subject to the provisions of the licensing agreement shown in Addendum A. The codes and text may be used without further license in all applications, databases, and derivative works except those that seek to circumvent, compete with or replace the HL7 Vocabulary table values.

HL7 shall provide the capability to download the HL7 Vocabulary Tables via the HL7 Web site. Electronic media distribution of the HL7 Vocabulary Tables will be made available for a nominal handling fee, initially set at $50. The Executive Committee shall periodically reassess the reasonableness and viability of the handling fee.

16.02 Trademarks

The use of trademarks or service marks, other than those registered by HL7, in HL7 Protocol Specifications is discouraged; however, when used the first occurrence of the mark will be indicated by the appropriate symbol and the name of the trademark owner will be annotated in the front matter of the HL7 Protocol Specification.

16.03 Patents

16.03.01 Commitment

All contributors will identify to HL7 Headquarters, through the issuance of a letter of assurance, any patents or patent applications felt to be applicable to the HL7 Protocol Specifications. This assurance shall be provided without coercion and shall take the form of either:
(a) A general disclaimer to the effect that the patent holder will not enforce any of its present or future patent(s) that would be required to implement the proposed HL7 Protocol Specifications relevant to any person or entity using the patent(s) to comply with the HL7 Protocol Specifications, or
(b) A statement that a license will be made available without compensation or under reasonable rates, with reasonable terms and conditions that are demonstrably free of any unfair discrimination. This assurance shall apply, at a minimum, from the date of the HL7 Protocol Specification's approval to the date of the HL7 Protocol Specification's withdrawal, being irrevocable during that period.

Participant's knowledge of any essential patent claims or outstanding patent applications that may be applicable to the HL7 Standard is not contingent on having conducted a patent search nor is a patent search a requirement for contribution.

16.03.01.01 Essential Patent Claims

“Essential Patent Claims” means claims of a patent or patent application (if issued) that would necessarily be infringed upon implementation of the HL7 Standard. A claim is necessarily infringed hereunder only when it is not possible to avoid infringement because there is no commercially plausible non-infringing alternative for implementing the HL7 Standard, including the protocols, application program interfaces, and/or data structures disclosed with particularity in the HL7 Standard in order to enable products to interoperate, interconnect or communicate as defined within the HL7 Standard.
Notwithstanding the foregoing, Essential Patent Claims shall not include any claims other than as set forth above even if contained in the same patent as essential claims; or that, if licensed, would require a payment of royalties by the licensor to unaffiliated third parties. Moreover, essential patent claims shall not include:

(i) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with the HL7 Standard but are not themselves expressly set forth in the HL7 Standard (e.g., compiler technology, existing high-level application programs, basic operating system technology, and the like); or

(ii) the implementation of other published standards developed elsewhere and merely referred to in the body of the HL7 Standard, or

(iii) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with the HL7 Standard or that read solely on any implementations of any portion of the HL7 Standard that are not required by the HL7 Standard

16.03.02 Withdrawal and Survival of Commitments for Essential Patent Claims

Upon a member’s notice of withdrawal from membership or termination of their membership for any reason pursuant to §03.03, the commitments of the withdrawing or terminating member stipulated under §16.03.01 shall survive, but only with respect to (1) any HL7 Standard adopted by membership ballot within 60 days after notice of withdrawal or effective date of termination, and (2) any contribution of that member that has been, or that later is, incorporated in any HL7 Standard by membership ballot.

16.03.03 Disclaimer

HL7 is not responsible for either identifying patents for which a license may be required to implement an HL7 Protocol Specification or for conducting inquiries into the legal validity or scope of those patents that are brought to its attention. HL7 Headquarters shall notify the membership via email of any patent claims leveled against the HL7 Protocol Specifications.

16.04 Material in the Public Domain

The public domain is that body of knowledge and innovation to which no person or other legal entity can establish or maintain proprietary interests. Material from the public domain included in the HL7 Protocol Specification shall, whenever possible, include annotation citing source as evidence of its status.

17 Maintenance

The Governance and Operations Manual (GOM) shall be a dynamic document with proactive, iterative, and participatory maintenance designed to keep the manual current with HL7 operational requirements and ANSI Essential Requirements: Due process requirements for American National Standards.

17.01 Membership Participation

The membership shall be an active participant in maintenance of the GOM. They will be engaged through

a) a GOM suggestion box on the registration/information desk at each Working Group Meeting (WGM)

b) an open forum at each WGM to collect comments and recommendations for maintenance of the GOM,

c) a list server for the submissions of comments and recommendations for maintenance of the GOM interim to the WGM, and

d) peer review of all proposed revisions to the GOM
17.02 During the Working Group Meeting

The GOM revisions adopted by the Executive Committee at their meeting prior to the WGM will be announced to the membership during the Monday general session; followed by an announcement of the GOM work items ratified by the Executive Committee [being those items to be resolved for adoption at the next WGM]

On either Tuesday or Wednesday of the WGM, the Governance and Operations Committee (GOC) shall conduct an Open Forum of at least one quarter duration inclusive of the mid-morning or mid-afternoon break, as appropriate. GOC members will be available during the open forum to:

a) Answer any questions related to those revisions to the GOM announced at that WGM
b) Capture input on the GOM work items ratified by the Executive Committee
c) Capture input for future work item proposals to be considered by the Executive Committee

17.03 Concurrent Processes Interim to Working Group Meetings

17.03.01 Developing the GOM Revisions

Ten working days from the date of the Open Forum, the GOC shall provide the Process Improvement Committee (PIC) with a report of the work items ratified by the Executive Committee to be processed prior to the next WGM. This report will include the proposed wording of changes or additions to the GOM. The PIC will prepare and distribute the work items for peer review. One month before the start date of the next WGM, the PIC will return a consolidated peer review report to the GOM. Once the report is reconciled between the GOC and PIC, the GOC will prepare the revisions to be adopted by the Executive Committee at their meeting prior to the WGM.

17.03.02 Developing the Work Item List for the Next Cycle

Three weeks prior to the start of the next WGM, the GOC shall consolidate all comments and recommendations collected during the previous WGM and received from the list service since the last WGM into a work items list for ratification by the Executive Committee. The work item list shall also include any recommendations submitted by the PIC; any items addressing ANSI audit reports; and those items resulting from changes to ANSI Essential Requirements. This work items list, as ratified by the Executive Committee, will be presented at the next WGM. Any work items not ratified by the Executive Committee will be reworked for consideration in the next cycle.

17.04 Executive Committee Action

The Executive Committee shall have two standing agenda item for those meetings held just prior to a WGM: Ratification of the GOM Work Items List and Adoption of Proposed Revisions to the GOM. The Executive Committee proceedings shall include notice of those revisions subsequently adopted. Those revisions not adopted shall be returned to the GOC for additional work during the next cycle of revisions.

17.05 Effective Date

Revisions to the GOM shall be effective on the date stipulated upon adoption by the Executive Committee. An updated GOM shall be posted to the HL7 Web site within ten working days of the closing date of each WGM.

17.06 ANSI Review and Accreditation

HL7 Headquarters shall establish a schedule for periodic review and accreditation of the GOM by ANSI. In no case should a year elapse since the last revision without an ANSI review.
17.07 Process Flow Chart

GOM Maintenance Process

- Announce GOM Revisions during WGM
- EC Adopts Revision
  - Yes: EC Ratifies Work Item
  - No: Return as Work Item
- Work Items to PIC within 3 Wks
- PIC Conducts Peer Review
- PIC/GOC Reconciliation
- GOM Revisions put in EC packet
- Membership Participation
- EC meeting prior to WGM
- EC meeting prior to EC meeting
- GOC Prepares Work Item List
- Capture Input for Next Cycle during WGM
- Membership input via List Service
- PIC Recommendations
- PIC/GOC Recommendations
- Work items start here

Post revised GOM to HL7 Site

Adopted February 18, 2008
Last Update:
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