Statement of Understanding (SOU)

Defining the relationship between:

Health Level Seven International
3300 Washtenaw Avenue, Suite 227
Ann Arbor, Michigan 48104-4261
Hereinafter identified as HL7

AND

Healtheway, Inc. (dba The Sequoia Project)
8300 Boone Boulevard, Suite 500

Vienna, VA 22182
Hereinafter identified as the Associate

This SOU shall have an effective date of: November 1, 2017

Statement of Purpose

HL7’s mission is to empower global health data interoperability by developing standards and enabling their adoption and implementation. It provides a forum for the effective and efficient communication between the constituents of the healthcare community as represented by its membership: an international community of healthcare organizations, vendors and developers of healthcare information systems, consultants and systems integrators, and related public and private healthcare service agencies.

Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 enters into relationships to further these goals. This SOU defines the rights and obligations inherent in such relationships and shall be the sole governing document regarding the relationship between HL7 and the Associate. Associates are independent, non-profit entities whose mission is to advance, nationally or internationally, the acceptance and usage of standards within healthcare. Such entities include, but are not limited to, other Standards Development Organizations (SDO), industry associations or consortiums, and other groups that share the vision of improved healthcare through standards.

In 2012, The Sequoia Project, was chartered as a non-profit 501(c)(3) to advance the implementation of secure, interoperable nationwide health information exchange. The Office of the National Coordinator for Health Information Technology, part of the US Department of Health and Human Services, transitioned management of its eHealth Exchange to The Sequoia Project for maintenance. Since 2012, the Exchange has grown to become the largest health information exchange network in the country. In 2014, Sequoia expanded its strategy to support a portfolio of interoperability initiatives, starting with the launch of Carequality, a nationwide trust framework and common agreement which interconnects networks.

Sequoia has assembled, through these initiatives, and its engagement with government and industry, experts who can identify the barriers to interoperability and pioneer processes to make health information exchange work on a national level. Sequoia is a neutral body, inclusive
of diverse participants, which allows the creation of practical solutions to data exchange problems. As a nonprofit operating in the public interest, Sequoia’s governance process insures transparent oversight of this work.

HL7 International and The Sequoia Project are entering into this agreement to explore collaboration in areas of mutual interest including, but not limited to, policy initiatives, education and testing.

1.0 Introduction

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

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

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

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

1.5 Such projects as might be jointly undertaken by HL7 and The Sequoia Project will be clearly defined and delineated by a joint project proposal which, if approved by both parties, must include a succinct description of the proposed project, an estimate of time required and resources expected to be committed by each party.

1.6 Appendix 1 outlines the specific action items to be undertaken by HL7 to support The Sequoia Project’s work and those actions items to be undertaken by The Sequoia Project to support HL7’s work.

2.0 Rights Granted

2.1 The HL7 Working Group Meeting (WGM) or the equivalent The Sequoia Project assemblage may be convened and conducted as a joint meeting of the two organizations.

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

2.3 If the Associate is a member-based organization, then

2.3.1 Members of The Sequoia Project, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership. In turn, HL7 members, while encouraged to participate in The Sequoia Project Work Groups, may not seek leadership positions within The Sequoia Project Work Groups unless they also hold Individual membership.

2.4 HL7 and The Sequoia Project support and encourage the harmonization of any information model(s) with relevant HL7 standards.
3.0 Fees and Payments

3.1 No monies shall be exchanged between HL7 and The Sequoia Project as a result of this SOU.

4.0 Obligations

4.1 HL7 and The Sequoia Project expressly agree:
   a. That ownership rights to HL7 trademarks or standards or The Sequoia Project trademarks or standards are neither extended nor transferred; and
   b. That there shall be no exchange of mailing lists or general membership information; and
   c. That they will comply with all provisions of this SOU.

5.0 Joint Work Product Copyright

5.1 Joint work documents and other things that are created under this SOU are intellectual property of, and held under joint copyright of, HL7 and The Sequoia Project.

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

5.3 Members of either HL7 or The Sequoia Project may not reproduce or redistribute the joint work products except as permitted in the respective membership agreement.

5.4 Sale of joint work products to non-members, either individuals or organizations, is generally not permitted, unless HL7 and The Sequoia Project agree beforehand and establish a price, revenue sharing agreement, and terms where sale is permitted.

6.0 Warranties

6.1 HL7, and The Sequoia Project make no express or implied warranties other than those that may be contained in or appended to this SOU.

7.0 Termination

7.1 Either HL7 or The Sequoia Project may terminate this SOU upon 30 days written notice.

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

8.0 Term

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

9.0 Miscellaneous

9.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and The Sequoia Project.

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

Authorized Signatures:

For
HL7 INTERNATIONAL

Signed:

Charles Jaffe, MD PhD
Chief Executive Officer

For
THE SEQUOIA PROJECT

Signed:

Mariann Yeager, MBA
Chief Executive Officer

Signed:

Mark McDougall
Executive Director
Appendix I

As part of the Statement of Understanding HL7 agrees to provide The Sequoia Project:

- Presentation and/or demonstration opportunities at HL7’s booth at HIMSS
- Collaboration with the HL7 Payer User Group
- Free access to HL7 Member Advantage webinars (these webinars are free to HL7 members)
- Participation in the HL7 Policy initiatives as appropriate

As part of this Statement of Understanding, The Sequoia Project agrees to:

- Provide input to the ONC Single Source Grant to Enhance CDA based on feedback from the Sequoia Content Testing Program.
- Provide HL7 presentation and/or demonstration opportunities at the Sequoia Project booth at HIMSS
- Provide HL7 members free access to e Sequoia member webinars (these webinars are free to Sequoia members)
- Collaborate with HL7 to develop shared messaging regarding interoperability that can be shared with Congress
- Enable HL7 to apply for a seat on the Carequality Advisory Council, subject to the approval of the Carequality Steering Committee, when elections open again in October 2018