

CONNECTING FOR HEALTH COMMON FRAMEWORK

Resources for Implementing Private and
Secure Health Information Exchange

Overview of the Connecting for Health Common Framework

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What is Connecting for Health?

- A public-private collaborative
- Markle Foundation & Robert Wood Johnson Foundation
- Purpose:

To catalyze changes on a national basis to create an interconnected, electronic health information infrastructure to support better health and healthcare

Why Share Health Information?

- Now health information is scattered/disconnected
- Quality
- Cost
- To empower consumers/patients

How does Connecting for Health fit in?

- Technology standards and adoption
- Policy framework for successful implementation
- Role of the consumer

What was our Process?

- Start from Design Principles
- Lay out a Roadmap
- Build a Prototype
- Develop a Common Framework

*Multi-stakeholder expertise & consensus
are key throughout*

Technical Principles

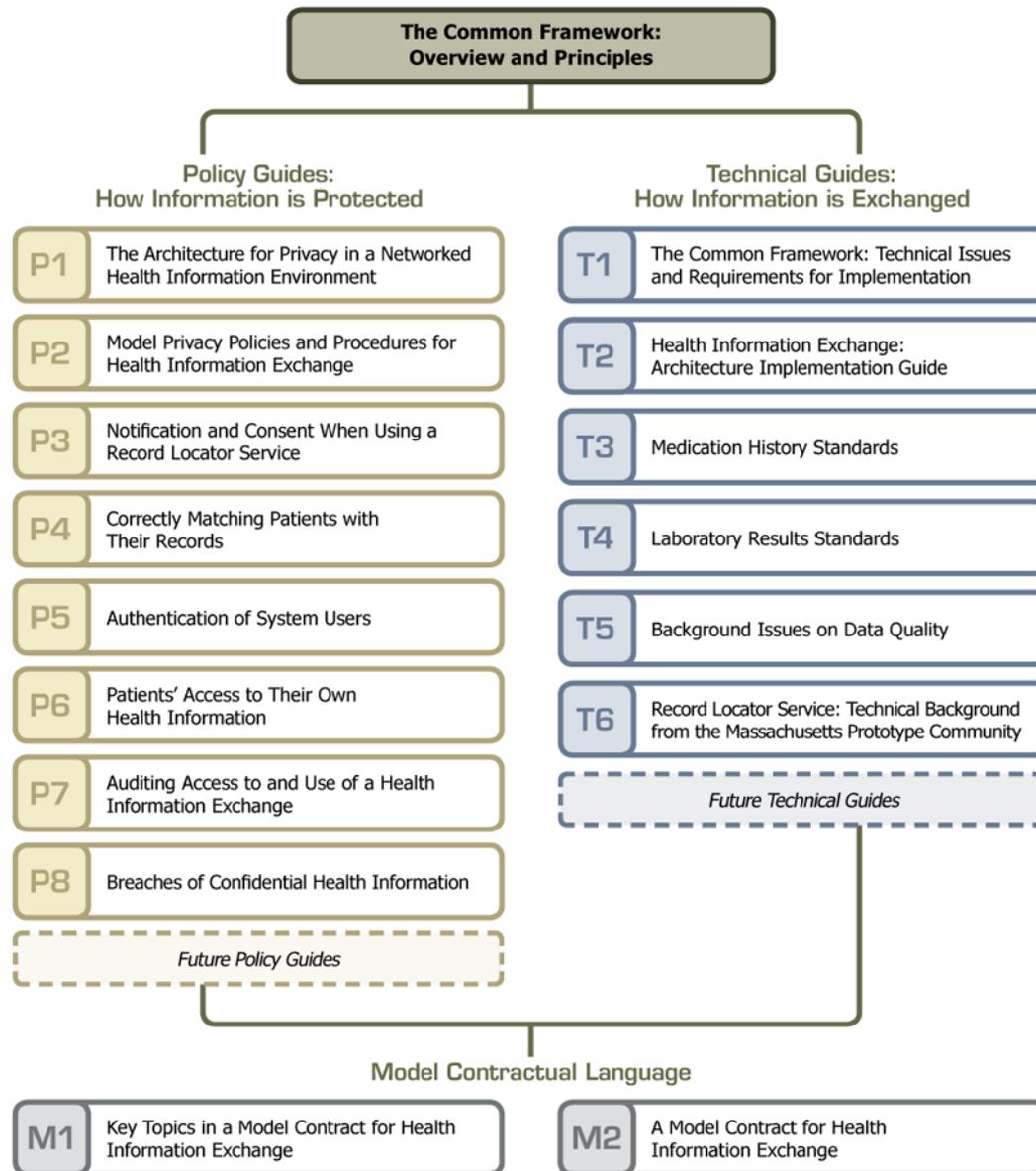
1. Make it “Thin”
2. Avoid “Rip and Replace”
3. Separate Applications from the Network
4. Decentralization
5. Federation
6. Flexibility
7. Privacy and Security
8. Accuracy

Privacy Principles

1. Openness and Transparency
2. Purpose Specification and Minimization
3. Collection Limitation
4. Use Limitation
5. Individual Participation and Control
6. Data Integrity and Quality
7. Security Safeguards and Controls
8. Accountability and Oversight
9. Remedies

What does the resulting “model” look like?

- Built on healthcare as we know it—but interconnected
- Decentralized—no national ID, central database
- Everyone uses the Common Framework



Sample Policy Documents

Sample policy language

Incidents to the covered entity.¹³ See relevant sample contract excerpts below:¹⁴

Section 8.03 Report of Improper Use or Disclosure. [The SNO] agrees promptly to report to a [Participant] any use or disclosure of the [Participant's] PHI not provided for by this Agreement of which [the SNO] becomes aware.

and

Section 8.14 HIPAA Security Rule Provisions.

(a) ...

(b) [The SNO] agrees promptly to report to a [Participant] any Security Incident related to the [Participant's] ePHI of which [the SNO] becomes aware.

Similarly, each Participant must agree to inform the SNO of any serious breach of confidentiality. It is not necessary for a Participant to inform the SNO of minor breaches of confidentiality (unless there is otherwise a legal duty to disclose such breaches to the SNO). While it is difficult to define what would rise to the level of a "serious" breach, SNOs and Participants might decide that the breaches of

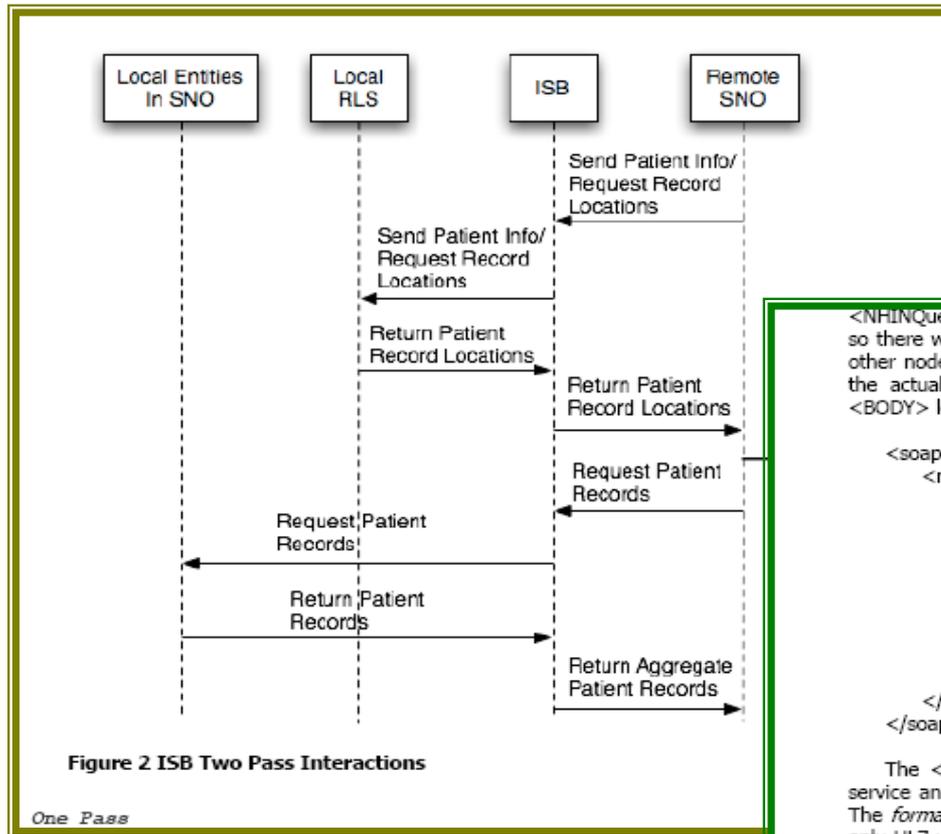
CFH Recommended policy

From P8 – Breaches, p. 4

Model Terms and Conditions	Notes
<p>4.7 Participant's Other Rights to Terminate Registration Agreement. How a Participant may cease to be a Participant, generally.</p> <p>Alternative One: Participant may terminate at any time without cause. A Participant may terminate its Registration Agreement at any time without cause by giving notice of that termination to [SNO Name].</p> <p>OR</p> <p>Alternative Two: Participant may terminate without cause with prior written notice. A Participant may terminate its Registration Agreement at any time without cause by giving not less than _____ days prior notice to [SNO Name].</p> <p>OR</p> <p>Alternative Three: Participant may terminate as of the next anniversary of having entered into the Registration Agreement. A Participant may terminate its Registration Agreement at any time without cause effective as of the next anniversary of the effective date of the Participant's Registration Agreement, by giving not less than _____ days prior notice to [SNO Name].</p> <p>OR</p> <p>Alternative Four: Participant may terminate for cause (may be combined with Alternatives Two or Three and/or Five). A Participant may terminate its Registration Agreement upon [SNO Name]'s failure to perform a material responsibility arising out of the Participant's Registration Agreement, and that failure continues uncured for a period of sixty (60) days after the Participant has given [SNO Name] notice of that failure and requested that [SNO Name] cure that failure.</p> <p>OR</p> <p>Alternative Five: Participant may terminate for specified cause (may be combined with Alternatives Two or Three and/or Four). A Participant may terminate its Registration Agreement upon a Serious Breach of Confidentiality or Security, as described in Section 9.3 (<u>Reporting of Serious Breaches</u>), when such Serious Breach of Confidentiality or Security continues uncured for a period of sixty (60) days after the Participant has given [SNO Name] notice of that failure and requested that [SNO Name] cure that breach.</p>	<p>The SNO may wish to allow Participants to terminate their participation freely at any time, or to require that termination be preceded by a substantial period of advance notice, or to require that Participants maintain their participation for a year (or longer) at a time.</p> <p>If the SNO wishes to limit further certain Participants' (e.g., certain data providers) rights to terminate their participation, the SNO may provide for such special terms in written Registration Agreements described in Section 4.2 (<u>Registration by Agreement</u>).</p> <p>If the SNO places limits upon the Participant's right to terminate, the SNO may wish to provide for the Participant's right to terminate based on the SNO's failure to perform. The Model provides a simple "termination for cause" provision. The SNO may wish to qualify a Participant's right to terminate, e.g., by providing in addition that if the SNO's failure to perform is one that the SNO cannot reasonably cure within the specified period, then the termination will not take effect so long as the SNO commences and diligently pursues work to cure the failure.</p>

From M2 – Model Contract, p. 10

Sample Technical Documents (T2)



<NHINQuery> node. The WS-Basic Profile 1.0 requires a single node within the SOAP <BODY>, so there will never be a second node at this level. Within the <NHINQuery> node, we find two other nodes. One contains control information about the query settings and the other contains the actual query. For example, the topmost level of the *PatientDataQuery* SOAP message <BODY> looks like:

```
<soapenv:Body>
  <nhin:NHINQuery>
    <nhin:EvaluationSettings>
      <nhin:MaxResponseInterval>60</nhin:MaxResponseInterval>
      <nhin:ResponseStyle>I</nhin:ResponseStyle>
    </nhin:EvaluationSettings>
    <nhin:Query format="HL7" version="2.4">
      <QBP_Z01 xmlns="urn:hl7-org:v2xml">
        ...
      </QBP_Z01>
    </nhin:Query>
  </nhin:NHINQuery>
</soapenv:Body>
```

The <Query> node defines the information that is actually being requested. The SOAP service and operation are merely wrappers in which to pass this generic "query" specification. The *format* and *version* attributes define the format in which the query is expressed. Currently, only HL7 version 2.4 queries are supported. NHIN is considering support of HL7 version 3.0 as its use becomes more widespread.

At the topmost level of the SOAP message <BODY>, each response message also contains a single node. The <NHINResponse> node contains two data-bearing nodes, just like the

Who Developed the Prototype and the Common Framework?

- Connecting for Health Steering Group
- Policy Subcommittee: Co-Chairs Bill Braithwaite and Mark Frisse
- Technical Subcommittee: Chair: Clay Shirky
- Three communities and teams:
 - **Boston:** MA-SHARE and technical partner CSC
 - **Indianapolis:** Regenstrief Institute and Indianapolis Health Information Exchange (IHIE)
 - **Mendocino:** Mendocino HRE and technical partner Browsersoft, Inc.

Common Framework Resources

- All available free at www.connectingforhealth.org
- Policy and technical guides, model contractual language
- Registration for AHRQ/NORC Common Framework discussion forum
- Software code from regional prototype sites: Regenstrief, MAShare, OpenHRE
- Email to info@markle.org