



CONNECTING FOR HEALTH COMMON FRAMEWORK

Resources for Implementing Private and
Secure Health Information Exchange

Overview of the Connecting for Health Common Framework Resources

CCBH Learning Forum
Monday April 10th, 2006

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What is Connecting for Health?

- Broad-based, public-private collaborative of more than 100 diverse stakeholders
- Founded and supported by **Markle Foundation**, with additional support from **Robert Wood Johnson Foundation**
- **Purpose of Connecting for Health:**
To catalyze changes on a national basis to create an interconnected, electronic health information infrastructure to support better health and healthcare

Areas of Focus

1. Technology Standards and Adoption
2. Policy Framework for Successful Implementation
3. Role of the Consumer

They all matter and they are all necessary

How Did We Get Here?

- In June 2004 we released: **Achieving Electronic Connectivity in Healthcare: *A Preliminary Roadmap from the Nation's Public and Private-Sector Healthcare Leaders***
- The Roadmap defined a technical approach for health information exchange based on a set of foundational policy and technical principles
- A key recommendation of the Roadmap was to test the “theory” in a real world setting

The Design Principles

- Designed to safeguard privacy—imposed the requirement first and then designed the functional architecture
- This approach is harder and requires resisting “if only” thinking.
- It does not produce the easiest or simplest technical solutions
- You can't build first and worry about the policies later...

Connecting for Health Prototype Goals

- Develop a policy and technical framework that enables information sharing to happen for high quality patient care while protecting the privacy and security of personal health information.
- Identify what needs to be common for interoperability and what does not.
- Design and develop the documentation and the materials for communities on issues such as access, control, privacy and security.
- Share and disseminate broadly in order to continue to learn !!!

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.

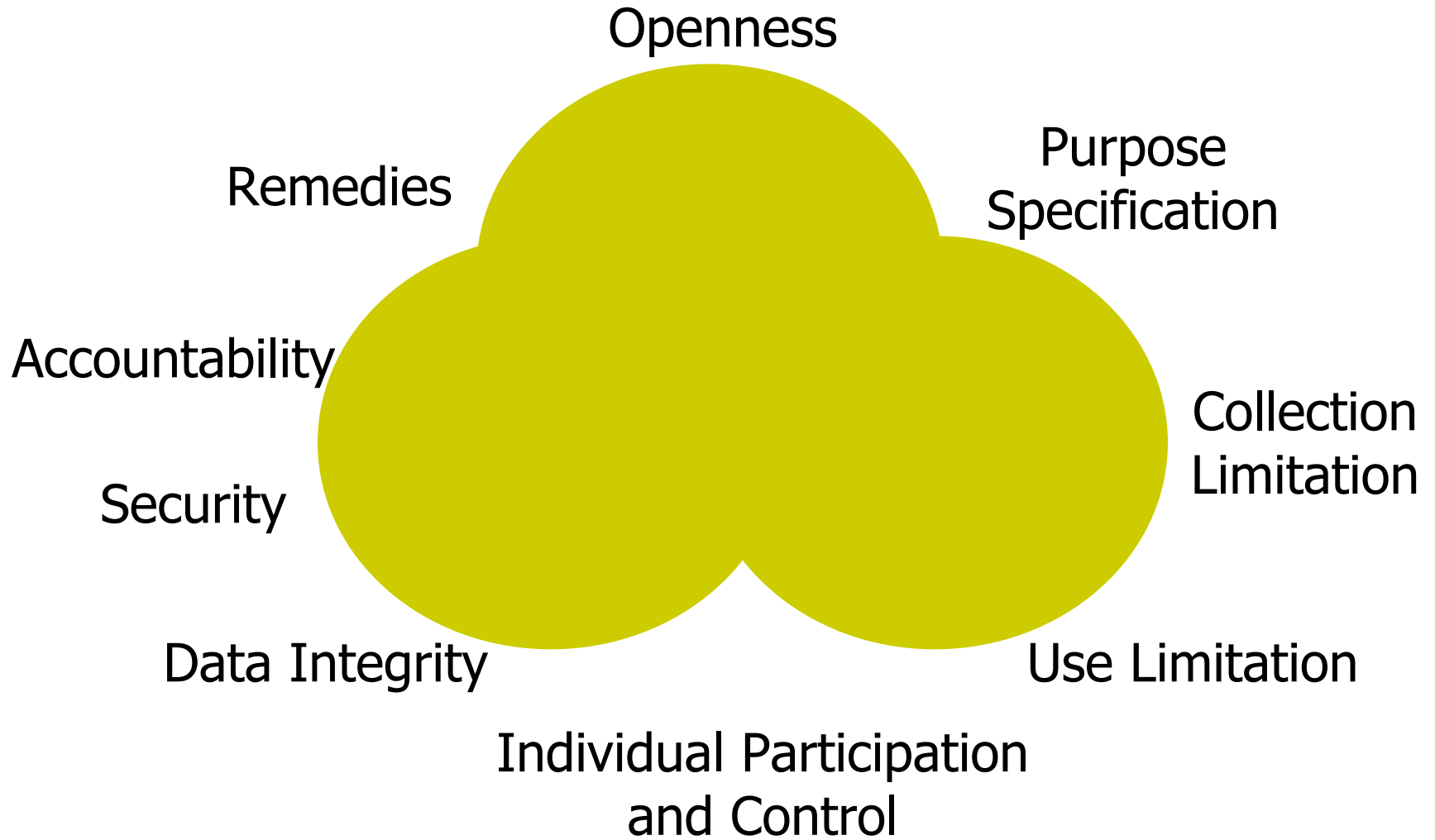
What is the **Common Framework**?

A secure nationwide health information exchange network will be enabled by the general adoption of a set of specific, critical tools, including technical standards for exchanging clinical information, explicit policies for how information is handled, and uniform methods for linking information accurately and securely.

Connecting for Health: Policy Principles

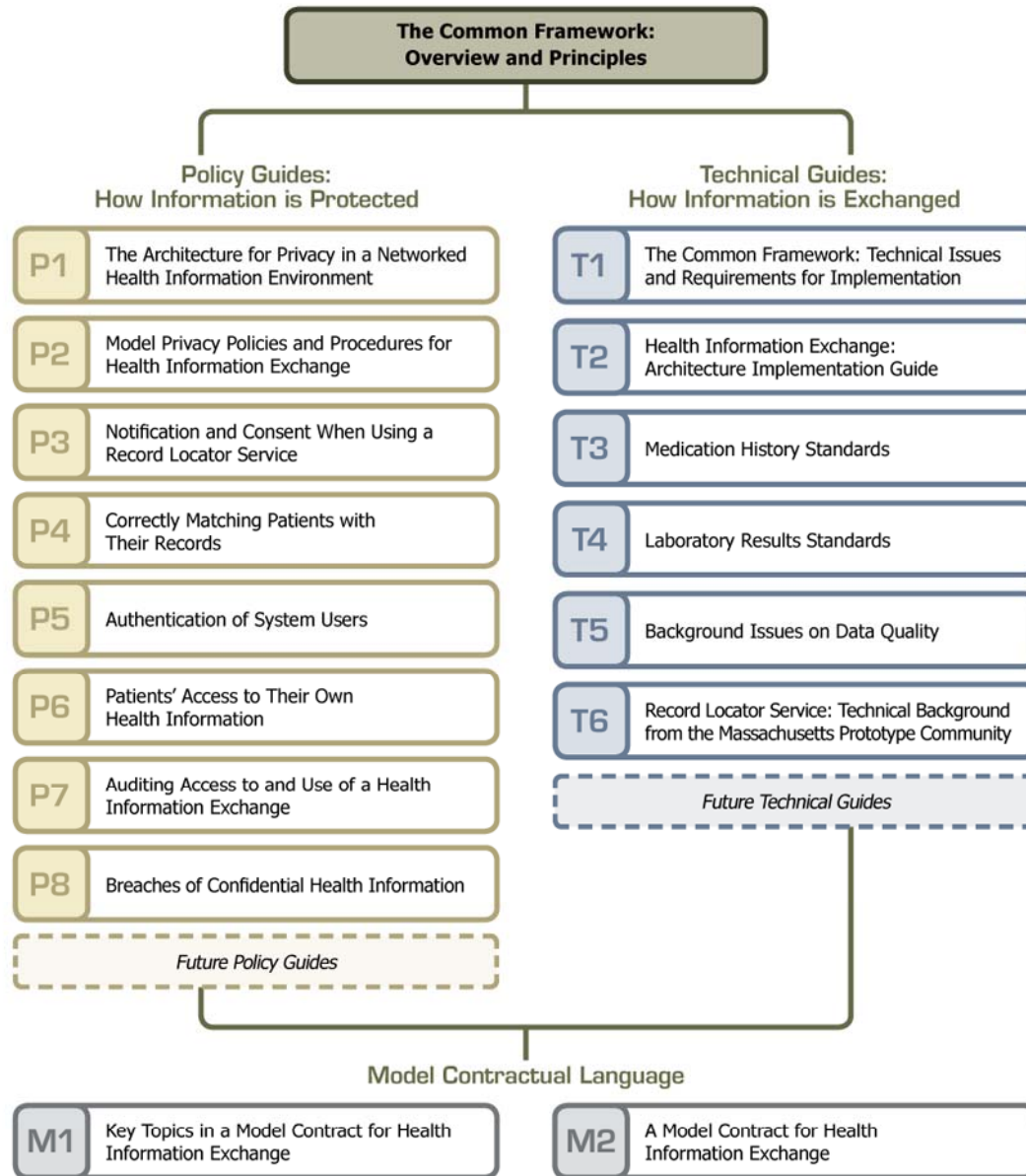
1. Openness and Transparency
2. Purpose Specification and Minimization
3. Collection Limitation
4. Use Limitation
5. Individual Participation and Control
6. Data Integrity and Quality
7. Security Safeguards and Controls
8. Accountability and Oversight
9. Remedies

Connecting for Health: Policy Principles

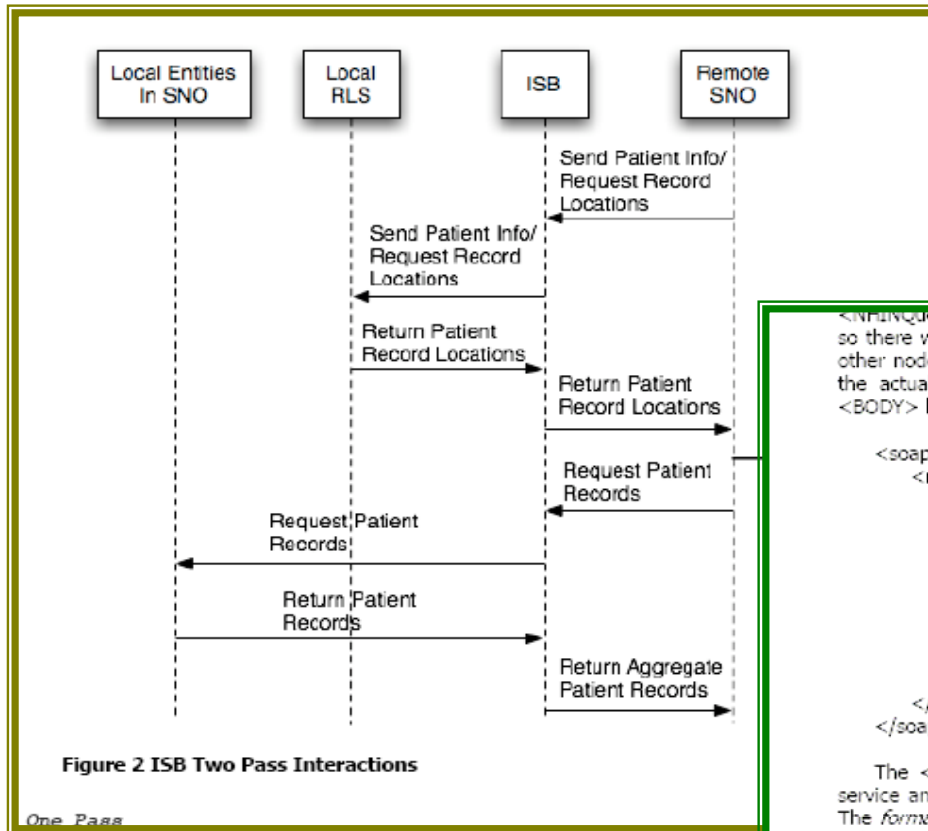


Connecting for Health: Technology Principles

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



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

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

From P8 – Breaches, p. 4

CFH Recommended policy

Model Terms and Conditions	Notes
<p>4.7 Participant's Other Rights to Terminate Registration Agreement. <i>How a Participant may cease to be a Participant, generally.</i></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

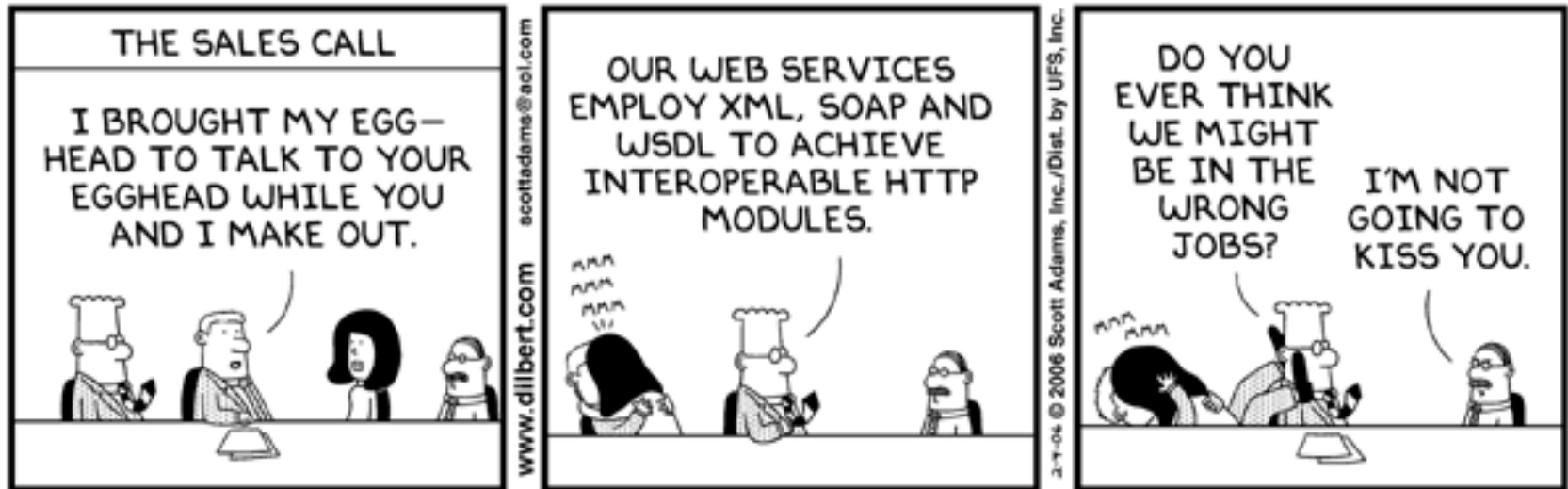
The Common Framework Resources

- All materials available without charge at www.connectingforhealth.org
- Discussion forum for registered users at www.healthit.ahrq.gov
- Software code available from regional sites: Regenstrief, MASHare, OpenHRE
- Email to info@markle.org

The Common Framework at the Learning Forum – Track 6

- **Today: 2:15 to 3:30 pm (Track 6)**
 - **Technical architecture:** Marc Overhage, Don Grodecki, Vinod Muralidhar
- **Today: 3:45 to 5:15 pm (Track 6)**
 - **Policies for information sharing:** Mark Frisse, Marcy Wilder, Janlori Goldman, Joe Heyman
- **Tuesday: 10:45 to 12:00 pm (Track 6)**
 - **Methods for achieving private and secure information exchange:** Bill Braithwaite, Peter Swire, Don Simborg
- **Tuesday: 2:15 to 3:30 pm (Track 6)**
 - **Model contract overview:** Gerry Hinkley, Allan Briskin, John Blair, Vicki Estrin

Something for everyone...



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