



10/21/2021

Submitted via website and e-mail: rce@sequoiaproject.org

To: The Sequoia Project
8300 Boone Blvd, Suite 500
Vienna, Virginia 22182

RE: PUBLIC COMMENTS FOR THE RCE ELEMENTS OF THE COMMON AGREEMENT

Dear Sequoia Project,

Avaneer Health is strongly supportive of the efforts to make healthcare interoperable and the work the Office of the National Coordinator for Health Information Technology (ONC) and Recognized Coordinating Entity (RCE) are doing for the release of the proposed elements of the Common Agreement for the Trusted Exchange Framework and Common Agreement (TEFCA) and for the open and transparent process for development of the TEFCA. We are pleased to offer comments and recommendations on the proposed elements of the Common Agreement.

By way of background, the Health Utility Network, Inc. d/b/a Avaneer Health ("Avaneer Health") is a member-based, secure and open network supporting utilities developed for and by the healthcare industry. Avaneer Health's mission is to unlock the potential of healthcare to do more for people through enabling new models for secure data exchange and fluidity across the ecosystem. Built using the latest in scalable technologies, including blockchain technology, to ensure privacy and reduce the costs of data exchange, it serves providers of services across the healthcare industry. Avaneer Health improves the care experience by removing administrative barriers and resolving inefficiencies in cross-party transactions that slow down or disrupt delivery of care. Avaneer Health and its partners Aetna, Anthem, Cigna, HCSC, Cleveland Clinic, Sentara Healthcare, IBM, and the PNC Financial Services Group are committed to improve transparency and interoperability in healthcare. With continuing support from the biggest players in healthcare, Avaneer Health will play a key role in transforming how the industry operates to address consumers' needs more efficiently and effectively.

Please see our comments attached below. We have also submitted them via the webform on the Sequoia website. They are organized by the sections that were available on the website.

Elements of the Common Agreement Comments:

Exchange Purposes:

We support the proposed set of initial Exchange Purposes as we believe this initial set covers a variety of existing use cases and offers broad opportunities to create efficiencies and reduce waste across multiple healthcare participants from the start.

That said, we think that this restriction to only use the Exchange Purposes defined could stifle innovation and believe that the Exchange Purposes should be more flexible from the start and allow all healthcare cases supported by the current legal framework. With that we propose to add a category “Other Permitted by Law”.

We also request to include Preventive Services in addition to Treatment Exchange Purposes. Specifically, coordinated activities between extended care teams participants (incl. Social Services and specialty community service providers) for prevention purposes are not clearly called out.

We support Sequoia’s Consumer-centric approach and Consumer use cases being developed in parallel with B2B exchange frameworks, as well as focus on related data security and compliance with HIPAA rules and other regulations.

With that, we would like to comment on the approach to the information exchange between QHINs, Participants, or Subparticipants. Specifically, as indicated on Page 4 of the Elements of Common Agreement, the information exchange between above stakeholders assumes Request-Response approach only. Not including alternative approaches, such as Publish-Subscribe, significantly limits the scope of applicable information exchange architectures and opportunities to innovate on the Network in order to achieve even greater effectiveness and efficiencies. For example, use of Publish-Subscribe model will allow real-time dynamic information updates across all authorized participants without the need for pushing the Requests and pulling the Responses each time information is needed. Therefore we request that information exchange approaches include the Publish-Subscribe models as well.

On the same note, we strongly recommend to explicitly support the employment of new / breakthrough technologies for connectivity and information exchange. These include, but not limited to Blockchain and Distributed Ledger technologies. Such technologies will ensure data provenance, audit trails and trust between participating stakeholders. It will also further foster the innovation on the network while attracting new stakeholders on both supply and demand sides of the ecosystem.

Participants and Subparticipants:

We need to consider where regulation begins and where it stops. Given the complexity of network-of-networks organization, we propose that QHINs have the flexibility in defining the roles and corresponding layers in their respective networks as allowed by law.

QHIN Designation and Eligibility Criteria

Requirement for Signatory to indicate the length of time that it has experience with Required Information Exchange in Paragraph 2s(iv) and the time required more broadly in Paragraph 3 of QHIN Eligibility Criteria document will jointly create a potentially unintended barrier and significant disadvantage for innovative and emerging companies, including those with substantial existing support from major industry participants, extensive processing capabilities and traction with transactional processing – especially the seemingly arbitrary 12 month requirement articulated in Paragraph 3. Given the other technical and operational diligence, as well as to be developed SOP called for in Paragraph 3, the elapsed time of experience and historical volume processing requirements seem stifling of innovation and also unnecessary. Therefore, we propose to exclude these requirements from the consideration.

We propose to modify requirement that “Signatory must submit the number and type of organizations that utilize its exchange services” [as indicated in Paragraph 2b of QHIN Eligibility Criteria] by adding “or committed to utilize its services” to avoid excluding the emerging innovative market players who already have commitments from their partner organizations, but still in the process of deploying the exchange services with them.

Paragraph 2c of QHIN Eligibility Criteria might require provision ensuring the confidentiality of data being shared to avoid dissemination of proprietary/sensitive information. The same comment applies to Paragraph 4(iv) in scenarios when Contract Terms are being shared with RCE.

Requirements to provide audited financials for the prior two years as indicated in Paragraph 4c(i) of QHIN Eligibility Criteria will again put new / emerging companies at disadvantage.

Cooperation and Nondiscrimination:

We strongly believe that Data Provenance and Audit Trails are important elements required for successful cooperation. Therefore we propose including these points in the expectations of QHINs. Accordingly, we propose including in the Agreement that a QHIN needs to have reliable technology to ensure data provenance and audit trail for the data exchange.

RCE Directory Service

We ask for more details on the RCE Directory Service capabilities and associated costs / fees.

Fees:

The expected provision prohibiting a QHIN from charging fees to other QHINs with respect to activities under the Common Agreement [while allowing to collect fees from Participants] appears to be both too prescriptive and restrictive given the expected diversity of entities under QHIN definition and variety of Exchange Purposes as indicated in the Common Agreement. There is a certain cost to connect between QHINs and facilitate the information exchange, and such costs need to be covered. Likewise, enabling complex use cases and corresponding Requests might call for access to multitude of data sources, data cleansing, normalization, and extensive processing, that in turn requires use of significant additional resources.

Therefore, to ensure both flexible and sustainable economic structure, we recommend eliminating the above provision that prohibits a QHIN from charging fees to other QHINs from the Agreement. Alternatively, we recommend that inter-QHIN charges can be regulated as a utility fee that may also include ancillary value-add services (such as advanced data cleansing and normalization). In any scenario, we believe that the costs have to be recognized and compensated for.

Thank you again for the opportunity to comment and for all the hard work RCE is doing to promote interoperability. Please let us know if you have any questions or wish to discuss our comments in more details.

Sincerely,

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