



ONC
TEFCA
RECOGNIZED
COORDINATING
ENTITY

Standard Operating Procedure (SOP): TEFCA Governing Council

Applicability: RCE, Governing Council

1 COMMON AGREEMENT REFERENCES

The Common Agreement at Section 3.4 creates a TECCA Governing Council to support the RCE as the permanent governing body for activities conducted under the Framework Agreements and perform other functions. Section 3.2.1 lists specific roles of the Governing Council. The Common Agreement states that the composition, conduct and other aspects of the Governing Council shall be set forth in an SOP.

2 PURPOSE

This SOP provides the specifics for the composition, conduct and other issues for the Governing Council.

3 COMPOSITION OF THE GOVERNING COUNCIL

The Governing Council shall consist of up to 21 members comprised as follows:

1. The QHIN Caucus shall elect up to ten (10) individuals who are affiliated with a QHIN, as either an employee or on a contractual basis, to serve as the QHIN Representatives on the Governing Council. The RCE will oversee this election process to assure that it is conducted fairly and objectively.
2. The Participant/Subparticipant Caucus shall elect up to ten (10) individuals who are affiliated with a Participant or Subparticipant, as either an employee or on a contractual basis, to serve as the Participant/Subparticipant Representatives on the Governing Council. The RCE will oversee the election process to assure that it is conducted fairly and objectively.

The number of Participant/Subparticipant Representatives shall be equal to the number of QHIN Representatives.

3. The QHIN Representatives and the Participant/Subparticipant Representatives shall be divided into two classes of an equal number of individuals. The QHIN Caucus and the Participant/Subparticipant Caucus shall assign each individual that it elects into one of the two classes. If either Caucus fails to do so, the RCE shall assign individuals to a class. The individuals assigned to Class 1 shall serve for an initial three- (3-) year term and the individuals assigned to Class 2 shall serve for an initial two- (2-) year term. Subsequent

terms shall be for a period of two (2) years. Individuals may be elected to serve for successive terms without any limit.

4. RCE – The RCE shall appoint one (1) individual to serve as the RCE Representative on the Governing Council.

4 EXPECTATIONS OF GOVERNING COUNCIL MEMBERS

1. Members of the Governing Council are expected to actively participate in all meetings of the Governing Council. Attendance at meetings is required and members are expected to be prepared for each meeting by reviewing the materials that are provided in advance of each meeting. Members may not have others participate as proxies in their absence.
2. Conduct themselves professionally and cordially in all meetings and communications of any nature.
3. Report to the Governing Council Co-Chairs and the RCE if there is a Potential or Actual Conflict of Interest in accordance with the Conflict of Interest SOP.
4. Do their best to promote the development of consensus on all matters on which they deliberate.
5. Preserve the confidentiality of all information to which they have access by virtue of their participation on the Governing Council.

5 LEADERSHIP

The Governing Council shall appoint two Co-Chairs to lead the Governing Council, one of which will be a QHIN Representative and the other a Participant or Subparticipant Representative.

6 QUORUM AND VOTING

A quorum of the Governing Council shall require two-thirds (2/3) of the QHIN Representatives, two-thirds (2/3) of the Participant/Subparticipant Representatives, and the RCE Representative. These representatives must be present in-person, or virtually as permitted by the Governing Council SOP, to constitute a quorum. Once a quorum is established, a vote of a simple majority (51%) of those members present and voting shall be required to constitute formal action by the Governing Council on any matter that requires a vote.

7 TERMS

For the initial term, the QHIN Representatives and the Participant/Subparticipant Representatives shall be divided into two classes of an equal number of individuals. The QHIN Caucus and the Participant/Subparticipant Caucus shall assign each Representative into one of the two classes. If either Caucus fails to do so, the RCE shall assign Representatives to a class. The Representatives assigned to Class 1 shall serve for an initial three- (3-) year term and the Representatives assigned to Class 2 shall serve for an initial two- (2-) year term. Subsequent terms shall be for a period of two (2) years. Individuals may be elected to serve for successive terms without any limit.

8 CONDUCT OF GOVERNING COUNCIL MEETINGS

Meetings of the Governing Council shall be conducted in an organized and orderly manner. The Co-Chairs are responsible for conducting all meetings in a way that promotes efficiency, transparency and inclusiveness of all perspectives on any matter being considered. It is expected that the actions of the Governing Council will be memorialized in meeting minutes which shall be reviewed and approved by the Governing Council after any necessary changes have been made.

9 SUSPENSION FROM THE GOVERNING COUNCIL

If a QHIN is suspended in accordance with the terms of the Common Agreement, the QHIN representative on the Governing Council shall also have its governance participation automatically suspended until such time as the QHIN that appointed the Representative is reinstated. In addition, if a QHIN is so suspended, its Participant/Subparticipant Representatives/Caucus members shall also have their governance participation automatically suspended if and when the appointing QHIN's suspension continues beyond thirty (30) days and lasting until such time as the appointing QHIN is reinstated.

If a Participant or Subparticipant is suspended from exchanging TI under the applicable Framework Agreement, any individuals who serve on the Governing Council and are affiliated with the Participant or Subparticipant shall have their governance participation automatically suspended until the Participant or Subparticipant is reinstated.

The Governing Council shall consider, on a case by case basis, whether a replacement member should be appointed to replace the suspended member(s). The Governing Council shall consider

how long the suspension is likely to last and whether the Governing Council needs a replacement in order to effectively do its job.

10 REMOVAL FROM GOVERNING COUNCIL

Individuals may be removed from the Governing Council as follows:

1. **Election.** If an individual is not re-elected to continue serving on the Governing Council, they shall cease to be a member of the Governing Council at the end of their current term. Removal from the Governing Council for this reason shall not affect the individual's eligibility to serve on the Governing Council in the future.
2. **Change in Affiliation.** If a member is no longer affiliated with a sponsoring QHIN, Participant or Subparticipant, they are no longer eligible to serve on the Governing Council.
3. **Conduct.** The Governing Council has the right to remove any individual who does not comply with Expectations of Governing Council Members set forth in this SOP. The RCE or any Governing Council member can bring their concerns to the Governing Council Co-Chairs and RCE in writing citing to any information that the complaining member believes is relevant. The Governing Council Co-Chairs shall investigate the concerns in coordination with the RCE and shall determine whether there is sufficient evidence to bring the matter before the full Governing Council for deliberation. Removal from the Governing Council in this manner may affect the individual's right to serve on the Governing Council in the future at the discretion of the RCE.
4. **Termination of their sponsoring QHIN, Participant or Subparticipant.** Every Representative is sponsored by a QHIN, Participant or Subparticipant. If a Representative's sponsoring QHIN, Participant, or Subparticipant ceases to participate in activities under the Framework Agreements, then their membership in the Governing Council shall automatically terminate on the same date. Removal from the Governing Council for this reason shall not affect the individual's eligibility to serve on the Governing Council in the future.

11 VACANCIES

In the event of a mid-term vacancy on the Governing Council by a QHIN Representative or a Participant/Subparticipant Representative, respectively:

- (i) The QHIN Caucus shall elect an individual who is affiliated with any QHIN, as either an employee or a contractor, to replace a departing QHIN Representative. This election shall occur within ninety (90) calendar days of the date on which the vacancy occurs.
- (ii) The Participant/Subparticipant Caucus shall elect an individual who is affiliated with any Participant or Subparticipant, as either an employee or a contractor, to replace the departing Participant/Subparticipant Representative. This election shall occur within ninety (90) calendar days of the date on which the vacancy occurs.

Individuals elected to fill a vacancy shall serve for the remainder of the term of the individual whom they are replacing. The RCE will oversee these election processes to assure they are conducted fairly, objectively, and in a timely manner.

12 No COMPENSATION

Individuals who serve on any Governing Council shall not be entitled to any compensation from the RCE or any other source for their service. Compensation received by the individual's employment or contractor relationship shall not be considered prohibited compensation.

13 CONFLICTS OF INTEREST

Individuals who serve on any Governing Council shall actively avoid anything that could create an actual or a perceived conflict of interest with their service. Please refer to the Conflict of Interest SOP for additional detail.

This program is supported by the Office of the National Coordinator for Health Information Technology (ONC) of the U.S. Department of Health and Human Services (HHS) under grant number 90AX0026, Trusted Exchange Framework and Common Agreement - Recognized Coordinating Entity (RCE) Cooperative Agreement Program, in the amount of \$2,919,000 with 100 percent funded by ONC/HHS. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by ONC, HHS or the U.S. Government.