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March 10th, 24th, and April 6th 2022

Common Agreement Workshop for Prospective QHINs

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Visit RCE.SequoiaProject.org to view the Common Agreement Version 1.



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- What is in the Common Agreement Version 1?
 - Continue Section-by-Section Overview of the Common Agreement (CA)
 - Dispute Resolution
 - Stability of QHIN Network
 - Fees
 - Contract Administration
- How will TEFCA be operationalized?
- Poll – In person workshop?
- Questions & Answers



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Dispute Resolution (Section 15)

“ *Key Terms in Section 15*

- **Dispute:** means (i) a disagreement about any provision of this Common Agreement, including any SOP, the QTF, and all other attachments, exhibits, and artifacts incorporated by reference; or (ii) a concern or complaint about the actions, or any failure to act, of Signatory, the RCE, or any other QHIN or another QHIN's Participant(s).
- **Dispute Resolution Process:** has the meaning assigned to such term in Section 15.1 of this Common Agreement.

”



15.1 Acknowledgement and Consent to Dispute Resolution Process. Signatory acknowledges that it may be in its best interest to resolve Disputes related to the Common Agreement through a collaborative, collegial process rather than through civil litigation. Signatory has reached this conclusion based upon the fact that the legal and factual issues related to the exchange and related activities under the Common Agreement are unique, novel, and complex, and limited case law exists that addresses the legal issues that could arise in connection with this Common Agreement. Therefore, Signatory shall submit Disputes to the RCE to be addressed by the non-binding Dispute resolution process set forth in an SOP (the “Dispute Resolution Process”). Notwithstanding, Signatory understands that the Dispute Resolution Process does not supersede or replace any oversight, investigatory, enforcement, or other administrative actions or processes that may be taken by the relevant authority, whether or not arising out of or related to the circumstances giving rise to the Dispute. RCE and Signatory are committed to promptly and fairly resolving Disputes.

To that end, Signatory shall use its best efforts to resolve Disputes that may arise with other QHINs, their respective Participants, or the RCE through informal discussions before seeking to invoke the Dispute Resolution Process. If the Dispute cannot be resolved through cooperation between Signatory and the other QHIN(s), Signatory may, on its own behalf or on behalf of its Participant(s), choose to submit the Dispute to the Dispute Resolution Process. Likewise, Signatory, on its own behalf and on behalf of its Participant(s), will seek to resolve Disputes involving the RCE through good-faith informal discussions with the RCE prior to invoking the Dispute Resolution Process.





Under no circumstances will the Dispute Resolution Process give the RCE any power to assess monetary damages against any party to the Dispute Resolution Process including, without limitation, Signatory or its Participants or any other QHIN or its Participants. Except in accordance with Section 15.2, if Signatory refuses to participate in the Dispute Resolution Process, such refusal shall constitute a material breach of this Common Agreement and may be grounds for termination of Signatory's participation in QHIN-to-QHIN exchange.





15.2 Injunctive Relief.

- 15.2.1 Notwithstanding Section 15.1, Signatory shall be relieved of its obligation to participate in the Dispute Resolution Process if Signatory: (i) makes a good faith determination that is based upon available information or other evidence that another QHIN's or its Participants' acts or omissions will cause irreparable harm to Signatory or another organization or person (e.g., another QHIN or its Participant or an Individual); and (ii) pursues immediate injunctive relief against such QHIN or its Participant in a court of competent jurisdiction in accordance with Section 18.3. Signatory must inform RCE of such action within two (2) business days of filing for the injunctive relief and of the result of the action within twenty-four (24) hours of a court of competent jurisdiction granting or denying injunctive relief.
- 15.2.2 If the injunctive relief sought in Section 15.2.1 is not granted and Signatory chooses to pursue the Dispute, the Dispute must be submitted to the Dispute Resolution Process in accordance with Section 15.1.





- 15.3 **Activities during Dispute Resolution Process.** The pendency of a Dispute under this Common Agreement has no effect on either Party's obligations hereunder, unless Signatory terminates its rights in accordance with Section 16.2 or 16.3.1 or is suspended in accordance with Section 16.4.2.
- 15.4 **Implementation of Agreed Upon Resolution.** If, at any point during the Dispute Resolution Process, Signatory and all other parties to the Dispute accept a proposed resolution of the Dispute, Signatory and RCE each agree to implement the terms of the resolution within the agreed-upon timeframe to the extent applicable to each of them.
- 15.5 **Reservation of Rights.** If, following the completion of the Dispute Resolution Process, in the opinion of Signatory, the Dispute Resolution Process failed to adequately resolve the Dispute, Signatory may pursue any remedies available to it in a court of competent jurisdiction in accordance with Section 18.3.





15.6 Escalation and Reporting of Disputes to ONC.

- **15.6.1 Escalation of Certain Disputes to ONC.** If Signatory has reason to believe that: (a) the RCE is acting in a discriminatory manner or in violation of the RCE's conflict of interest policies; or (b) the RCE has not acted in accordance with its obligations stated in this Common Agreement, then Signatory shall have the right, on its own behalf and on behalf of its Participants, to make a complaint to ONC. The complaint shall identify the parties to the Dispute, a description of the Dispute, a summary of each party's position on the issues included in the Dispute, the final disposition of the Dispute, and the basis for the RCE's alleged misconduct. The RCE and Signatory shall each also promptly provide such additional information as may be reasonably requested by ONC in order to consider and resolve the issues raised for review. Since this complaint may include PHI and may include Confidential Information, the RCE will work with ONC to develop mechanisms to protect the confidentiality of this information. Such protective mechanisms and the process for escalating a complaint to ONC are set forth in an SOP.
- **15.6.2 Reporting of Anonymized Dispute Information to ONC.** As part of the RCE's communications with ONC, within fifteen (15) business days after the end of each calendar quarter, the RCE reports the following information relating to each Dispute that has been submitted through the Dispute Resolution Process in an anonymized format to ONC: (i) identification of whether the parties to the Dispute are QHIN(s) only, or whether the Dispute also involves Participant(s); (ii) a description of the Dispute with reasonable specificity; and (iii) the final disposition of the Dispute.



- **Purpose:** The Common Agreement provides a mechanism for Disputes to be resolved via a collaborative process so that QHINs and the Governing Council are not required to seek resolution of their Disputes via litigation. This SOP describes the process that QHINs will use in the Dispute Resolution Process.
- **Procedure:**
 1. Informal Conference
 2. Dispute Resolution Council
 3. Disputes between QHINs and/or Their Participants
 4. Appeal to the Governing Council





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Stability of the QHIN Network (Section 16)



16. Stability of the QHIN Network

- 16.1 **Term.** This Common Agreement shall commence on the Effective Date and shall remain in effect until it is terminated by either Party in accordance with the terms of this Common Agreement.





16.2 **Withdrawal and Termination Prior to QHIN Designation.**

- 16.2.1 **By Signatory.** Signatory may withdraw from Onboarding and terminate this Common Agreement at any time before it is Designated if it determines that it cannot meet the requirements of being a QHIN or if it chooses not to continue to seek status as a QHIN. Signatory must provide at least fifteen (15) calendar days' written notice to RCE of its intention to withdraw from Onboarding and terminate this Common Agreement.
- 16.2.2 **By the RCE.** If Signatory fails to complete the Onboarding requirements within the timeframe specified in the Onboarding & Designation SOP, the RCE may withdraw Signatory from Onboarding and terminate this Common Agreement upon fifteen (15) calendar days' written notice to Signatory that Signatory has failed to meet the Onboarding requirements and, therefore, cannot be Designated. The foregoing shall not be interpreted as precluding Signatory from reapplying for Designation at a future time.





16.3 Termination.

- **16.3.1 Termination by Signatory.** Signatory may terminate this Common Agreement at any time without cause by providing ninety (90) days' prior written notice to RCE. Signatory may also terminate for cause if the RCE commits a material breach of the Common Agreement, and the RCE fails to cure its material breach within thirty (30) days of Signatory providing written notice to RCE of the material breach; provided, however, that if RCE is diligently working to cure its material breach at the end of this thirty- (30-) day period, then Signatory must provide the RCE with up to another thirty (30) days to complete its cure.
- **16.3.2 Termination by the RCE.** RCE may not terminate this Common Agreement without cause as described in this Section 16.3.2 or Section 16.3.3 of this Common Agreement. RCE may terminate this Common Agreement with immediate effect by giving notice to Signatory if: (i) Signatory is in material breach of any of the terms and conditions of this Common Agreement and fails to remedy such breach within thirty (30) days after receiving notice of such breach; provided, however, that if Signatory is diligently working to cure its material breach at the end of this thirty- (30-) day period, then RCE must provide Signatory with up to another thirty (30) days to complete its cure; or (ii) Signatory breaches a material provision of this Common Agreement where such breach is not capable of remedy.





- **16.3.3 Termination by RCE if the RCE Ceases to be Funded.** The Parties acknowledge that the RCE's activities under this Common Agreement are supported by ONC funding. If this funding ceases, there are no guarantees that the RCE will continue unless a financial sustainability model has been put in place. If federal funding ceases, or if the available funding is not sufficient to provide the necessary funding to support operation of the RCE and there is no successor RCE, then the RCE may terminate this Common Agreement by providing one hundred and eighty (180) days' prior written notice to Signatory.
- **16.3.4 Termination by Mutual Agreement.** The Parties may terminate this Common Agreement at any time and for any reason by mutual, written agreement.





- **16.3.5 Effect of Termination of the Common Agreement.**
 - i. Upon termination of this Common Agreement for any reason, RCE shall promptly remove Signatory and its Participants and Subparticipants from the RCE Directory Service and any other lists of QHINs that RCE maintains.
 - ii. Upon termination of this Common Agreement for any reason, Signatory shall, without undue delay, (a) remove all references that identify it as a QHIN from all media, and (b) cease all use of any material, including but not limited to product manuals, marketing literature, and web content that identifies it as a QHIN. Within twenty (20) business days of termination of this Common Agreement, Signatory shall confirm to RCE, in writing, that it has complied with this Subsection.
 - iii. To the extent Signatory stores TI, such TI may not be distinguishable from other information maintained by Signatory. When the TI is not distinguishable from other information, it is not possible for Signatory to return or destroy TI it maintains upon termination or expiration of this Common Agreement. Upon termination or expiration of this Common Agreement, if Signatory is subject to Section 11 of this Common Agreement, such sections shall continue to apply so long as the information would be ePHI if maintained by a Covered Entity or Business Associate. The protections required under the HIPAA Security Rule shall also continue to apply to all TI that is ePHI, regardless of whether Signatory is a Covered Entity or Business Associate.
 - iv. In no event shall Signatory be entitled to any refund of any fees that it has paid the RCE prior to termination.





16.4 Suspension.

- **16.4.1 Suspension by RCE.** RCE may suspend Signatory's ability to engage in exchange activities under the Common Agreement if RCE determines, following completion of a preliminary investigation, that Signatory is responsible for a Threat Condition. To the extent that RCE determines that one of Signatory's Participants or Subparticipants has done something or failed to do something that results in a Threat Condition, RCE may suspend, or the RCE may direct that Signatory suspend, that Participant's or Subparticipant's ability to engage in exchange activities under the Common Agreement. RCE will make a reasonable effort to notify Signatory in advance of RCE's intent to suspend Signatory or one of Signatory's Participants or Subparticipants, including notice of the Threat Condition giving rise to such suspension. If advance notice is not reasonably practicable under the circumstances, the RCE will notify Signatory of the suspension, and the Threat Condition giving rise thereto, as soon as practicable following the suspension. Upon suspension of either Signatory or one of Signatory's Participants or Subparticipants, RCE will work collaboratively with Signatory to resolve the issue leading to the suspension. RCE shall adopt an SOP to address specific requirements and timelines related to suspension.





- **16.4.2 Selective Suspension by Signatory.** Signatory may, in good faith and to the extent permitted by Applicable Law, determine that it must suspend exchanging with another QHIN with which it is otherwise required to exchange in accordance with an SOP because of reasonable and legitimate concerns related to the privacy and security of information that is exchanged. If Signatory makes this determination, it is required to promptly notify the RCE and the QHIN that Signatory is suspending of its decision and the reason(s) for making the decision. If Signatory makes the decision to suspend, it is required, within thirty (30) days, to initiate the Dispute Resolution Process in order to resolve whatever issues led to the decision to suspend, or end its suspension and resume exchanging with the other QHIN. Provided that Signatory selectively suspends exchanging with another QHIN in accordance with this Section and in accordance with Applicable Law, such selective suspension shall not be deemed a violation of Section 6.2.2.
- **16.4.3 Additional Suspension Rights of RCE.** Notwithstanding anything to the contrary set forth herein, the RCE retains the right to suspend any exchange activity under the Common Agreement (i) upon ten (10) days' prior notice if the RCE determines that Signatory has created a situation in which the RCE may suffer material harm and suspension is the only reasonable step that the RCE can take to protect itself; or (ii) immediately if the RCE determines that the safety or security of any person or the privacy or security of TI and/or Confidential Information is threatened. In the case of an immediate suspension under this section, the RCE will provide notice as soon as practicable following the suspension.





- **16.4.4 Effect of Suspension.** The suspension of Signatory's ability to participate in any activity under this Common Agreement pursuant to this section has no effect on Signatory's other obligations hereunder, including, without limitation, obligations with respect to privacy and security. During any suspension pursuant to this section, Signatory's inability to exchange information under this Common Agreement or comply with those terms of this Common Agreement that require information exchange shall not be deemed a breach of this Common Agreement. In the event of suspension of Signatory's ability to participate in exchange activities under this Common Agreement, Signatory shall communicate to its Participants, and require that they communicate to their Subparticipants, that all QHIN-to-QHIN exchange on behalf of Signatory's Participants and Subparticipants will also be suspended during any period of Signatory's suspension.





16.5 Successor RCE and Transition.

- **16.5.1 Selection of RCE and Successor RCE(s) and Continuing Obligations.** Signatory agrees that ONC had the right to select the initial RCE and that ONC shall have the right to select any successor RCE and/or to act as an interim RCE until such successor RCE has been selected. Signatory further agrees to work cooperatively with the RCE and any interim or successor RCE selected by ONC in accordance with this Common Agreement. Additionally, Signatory shall continue to abide by the provisions of this Common Agreement during the transition to any interim or successor RCE.
- **16.5.2 RCE Transition Services.** In the event that ONC selects a successor RCE, the then-current RCE will be required to continue supporting functions throughout a 90-day closeout period. If ONC acts as an interim RCE prior to the appointment of a successor RCE, the references to successor RCE shall apply to ONC as the interim RCE.





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Fees (Section 17)



17. Fees

- 17.1 **Fees Paid by QHINs to the RCE.** Signatory shall pay the fees set forth on Schedule 1 attached hereto (the “QHIN Fees”). RCE shall invoice Signatory for all Fees in accordance with Schedule 1. Unless otherwise set forth in Schedule 1, invoices shall be due and payable by Signatory within sixty (60) days after receipt thereof unless Signatory notifies RCE in writing that it is contesting the accuracy of the invoice and identifies the specific inaccuracies that it asserts. QHIN Fees contested under this Section shall be resolved between Signatory and RCE as stated in the applicable SOP. Other than with regard to invoiced amounts that are contested in good faith, any collection costs, attorneys’ fees or other expenses reasonably incurred by RCE in collecting amounts due under this Common Agreement are the responsibility of Signatory. If Signatory fails to pay any undisputed QHIN Fees when due hereunder, RCE has the right to suspend Signatory’s ability to participate in any exchange activity under this Common Agreement. Prior to taking any action against Signatory for non-payment, including suspension, RCE shall provide Signatory ten (10) days’ prior written notice. If Signatory makes payment within ten (10) days of receiving written notice, RCE will not suspend Signatory’s ability to participate in any exchange activity under this Common Agreement. If Signatory fails to make payment within ten (10) days of receiving notice, then the RCE may implement the suspension or may terminate Signatory’s ability to participate in any exchange activity under this Common Agreement.





- **17.1.1 Changes to QHIN Fees.** Schedule 1 may be updated by the RCE from time-to-time in relation to operational costs, availability of ONC funding, and other market factors in order to ensure the sustainability of the activities conducted under the Framework Agreements. In light of the foregoing, changes to Schedule 1 are not subject to the change management process set forth in Section 5. The RCE shall provide Signatory not less than ninety (90) days' advance written notice of any adjustments to the QHIN Fees set forth in Schedule 1.





- **17.2 Fees Paid by QHINs to Other QHINs.** Signatory is prohibited from charging fees to other QHINs for any exchange of information using the Connectivity Services.





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Contract Administration (Section 18)

The “Miscellaneous Terms”

- 18.1 **Authority to Execute** – The human signing the CA must have the authority to bind the QHIN
- 18.2 **Notices** – How and where notices are to be given as between the QHIN and the RCE
- 18.3 **Governing Law, Forum, and Jurisdiction:**
 - Conflicts of Law and Governing Law
 - Jurisdiction and Venue
 - Federal Agency Forum Selection
 - Participant and Subparticipant Agreements (subject to the governing law, forum, and jurisdiction stated therein)
- 18.4 **Assignment** – How and when the CA may be assigned by either the RCE or the QHIN
- 18.5 **Force Majeure** – When failures or delays in performance will not be a breach due to circumstances beyond the control of the affected party



The “Miscellaneous Terms”

- **18.6 Severability** – The effect on the CA if a court were to invalidate one or more specific provisions (but not the entire Agreement)
- **18.7 Counterparts** – The CA may be executed in counterparts
- **18.8 Captions** – Included for convenience only
- **18.9 Independent Parties** – The CA does not create any partnership or joint venture between the QHIN and the RCE
- **18.10 Acts of Contractors and Agents** – “To the extent that the acts or omissions of a Party’s agent(s) or contractor(s), or their subcontractor(s), result in that Party’s breach of and liability under this Common Agreement, said breach shall be deemed to be a breach by that Party.”





- **18.11 Entire Agreement; Waiver.** This Common Agreement, together with the QTF, SOPs, and all other attachments, exhibits, and artifacts incorporated by reference, contains the entire understanding of the Parties with regard to the subject matter contained herein. The failure of either Party to enforce, at any time, any provision of this Common Agreement shall not be construed to be a waiver of such provision, nor shall it in any way affect the validity of this Common Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Common Agreement shall be held to constitute a waiver of any other or subsequent breach, nor shall any delay by either Party to exercise any right under this Common Agreement operate as a waiver of any such right.
- **18.12 Effect of Agreement.** Except as provided in Sections 7.4 and Section 15, nothing in this Common Agreement shall be construed to restrict either Party's right to pursue all remedies available under law for damages or other relief arising from acts or omissions of RCE or other QHINs or their Participants or Subparticipants related to the Common Agreement, or to limit any rights, immunities, or defenses to which Signatory may be entitled under Applicable Law.





- **18.13 Priority.** In the event of any conflict or inconsistency between Applicable Law, a provision of this Common Agreement, the QTF, an SOP, and/or any implementation plans, guidance documents, or other materials or documentation the RCE makes available to QHINs, Participants, and/or Subparticipants regarding the operations or activities conducted under the Framework Agreements, the following shall be the order of precedence for this Common Agreement to the extent of such conflict or inconsistency: (1) Applicable Law; (2) this document, including Required Flow-Downs that are to be incorporated into Framework Agreements; (3) the QTF; (4) the Dispute Resolution Process, as set forth herein and further detailed in an SOP; (5) all other SOPs; (6) all other attachments, exhibits, and artifacts incorporated herein by reference, and (7) other RCE plans, documents, or materials made available regarding activities conducted under the Framework Agreements.

***Note:** The applicable order of priority with respect to Participants and Subparticipants and other agreements/terms between QHINs and their Participants, Participants and their Subparticipants, and between Upstream and Downstream Subparticipants is addressed within the definitions of those respective Framework Agreements*





- **18.14 QHIN Time Periods.** Any of the time periods relating to the Parties hereto that are specified in this Common Agreement may be changed on a case-by-case basis pursuant to the mutual written consent of the Parties, provided that these changes are not undertaken to adversely affect another QHIN and provided that these changes would not unfairly benefit either Party to the detriment of others participating in activities under the Framework Agreements. Time periods that pertain to ONC may not be changed, except by ONC, including the time periods for ONC review of proposed changes to the CA, QTF, or SOPs that are set forth in Section 5.
- **18.15 Remedies Cumulative.** The rights and remedies of the Parties provided in this Common Agreement are cumulative and are in addition to any other rights and remedies provided by Applicable Law.





18.16 Survival of Rights and Obligations. The respective rights, obligations, and liabilities of the Parties with respect to acts or omissions that occur by either Party prior to the date of expiration or termination of this Common Agreement shall survive such expiration or termination. Following any expiration or termination of this Common Agreement, the Parties shall thereafter cooperate fully and work diligently in good faith to achieve an orderly resolution of all matters resulting from such expiration or termination.

The following sections shall survive expiration or termination of this Common Agreement as more specifically provided below:

- 18.16.1 The following sections shall survive in perpetuity following the expiration or termination of this Common Agreement: Sections 7.4 Limitation of Liability; 18.2 Notices; 18.3 Governing Law, Forum and Jurisdiction; 18.6 Severability; 18.9 Independent Parties; 18.10 Acts of Contractors and Agents; 18.11 Entire Agreement; Waiver; 18.12 Effect of Agreement; 18.13 Priority; and 18.15 Remedies Cumulative.
- 18.16.2 The following sections shall survive for a period of six (6) years following the expiration or termination of this Common Agreement: Sections 7.1 Confidential Information; 7.2.1 Statement of General Principle; 12.3 TEFCA Security Incident Notification; and 14.1 Transparency - Access to Participant-QHIN Information.

[...]





Survival of Rights and Obligations (Cont'd)

- 18.16.3 The following section shall survive for the period specifically stated in such section following the expiration or termination of this Common Agreement: Section 16.3.5 Effect of Termination of Common Agreement.
- 18.16.4 To the extent that Signatory is an IAS Provider, the provisions set forth in Section 10.6 shall survive following the termination or expiration of this Common Agreement for the respective periods set forth therein.





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How will TEFCA be operationalized?

Timeline to Operationalize TEFCA

2021

- Public engagement
- Common Agreement Work Group sessions
- RCE and ONC use feedback to finalize TEFCA

Q2 of 2022

- QHINs begin signing Common Agreement and applying for designation

2023

- Establish Governing Council
- Follow change management process to iterate Common Agreement, SOPs, and QTF, including to support FHIR-based exchange



Q1 of 2022

- Publish Common Agreement Version 1
- Publish QHIN Technical Framework (QTF) Version 1 and FHIR Roadmap
- Initiate work to enable FHIR-based exchange
- Public education and engagement

Q3 and Q4 of 2022

- Onboarding of initial QHINs
- Additional QHIN applications processed
- RCE establishes Transitional Council
- RCE begins designating QHINs to share data
- Prepare for TEFCA FHIR exchange pilots

QHIN Application Process

Pre-application Activities



Prospective QHIN reviews the Common Agreement, QTF, and SOPs.

Prospective QHIN participates in educational sessions.



Prospective QHIN signs the Common Agreement and submits QHIN Application package.

The RCE makes an eligibility determination.

QHIN onboarding



If application is accepted, prospective QHIN begins the QHIN onboarding process, including technical testing and production connectivity validation.



If all requirements are met, RCE counter-signs the Common Agreement and designates the applicant as a QHIN.



RCE provides written notice of QHIN Designation to both the applicant and ONC.

All relevant materials and resources will be available at www.RCE.SequoiaProject.org.

Resources

- Common Agreement v. 1
- QHIN Technical Framework
- FHIR® Roadmap for TEFCA
- Standard Operating Procedures
- User's Guide
- Benefits of TEFCA by Stakeholder Factsheets
- FAQs

<https://rce.sequoiaproject.org/tefca-and-rce-resources/>

Additional Resources:

<https://www.healthit.gov/tefca>

Events

- 1/26: Common Agreement Overview Webinar
- 2/2: QHIN Technical Framework (QTF) & FHIR® Roadmap Webinar
- 2/3: Common Agreement & Standard Operating Procedures (SOPs) Webinar
- 3/8: TEFCA Panel at ViVE
- 3/14: Morning Keynote at HIMSS Pre-Conference Symposium
- 3/15: TEFCA Education Session at HIMSS
- 3/16: 2 Feedback Sessions at HIMSS

<https://rce.sequoiaproject.org/community-engagement/>



Would you be interested in attending an in person workshop on TEFCA on Monday, December 13 in Washington, DC?

- Yes
- No



Questions & Answers



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