



# Attachment 1: Application for Product Testing Program

Instructions: Please complete and e-mail the following information to [testing@sequoiaproject.org](mailto:testing@sequoiaproject.org)

## Part I: Applicant Information

<b>Organization Name:</b>				
<b>Address:</b>				
<b>Fax:</b>				
<b>Web Site:</b>				
<b>Describe the type of organizations that use your solution.</b>				
<b>How many customers do you anticipate may use your product?</b>				
<b>Points of Contact</b>	<b>Name</b>	<b>Title</b>	<b>Phone</b>	<b>E-mail</b>
<b>Primary</b>				
<b>Technical</b>				
<b>Accounting</b>				
<b>Marketing</b>				
<b>Other</b>				

**Part II: System Information** (include information for each product that will be tested)

<b>Type of System (e.g. HIE system, EHR system, other):</b>	
<b>System Name / Description:</b>	
<b>Version Number:</b>	
<b>Target Test Date:</b>	

**Part III: Selection of Testing Options**

- RSNA Image Share Product Testing
  - XDS-I.b:  Registry  Repository
  - XDS-I.b:  Source  Consumer
  - XCA-I:  Initiating Gateway  Responding Gateway
  
- eHealth Exchange Product Testing
  
- Sequoia Interoperability Testing Platform Annual Subscription



# Addendum 1

## RSNA Image Share Validation Program

### TERMS AND CONDITIONS

Organization, in its Organization Application, has chosen to participate in interoperability testing for the RSNA Image Share Validation Program. This Addendum identifies the additional Terms and Conditions that apply to the RSNA Image Share Validation Program. These Terms and Conditions impose rights and obligations on both Sequoia and Organization that are in addition to those included in The Sequoia Project Testing Services Agreement. If the terms of this Addendum contradict the terms in The Sequoia Project Testing Services Agreement, the terms of this Addendum shall control.

#### 1. Additional Definitions

- a. **“RSNA Image Share Validation Program”** means The Sequoia Project’s administration of the testing program as described herein and in the RSNA Image Share Testing Materials. <https://sequoiaproject.org/rsna/>
- b. **“Testing Materials Version”** means a set of Testing Materials that are used in the RSNA Image Share Validation Program. A single version of the Testing Materials will be used in any cycle of testing for the RSNA Image Share Validation Program. The Testing Materials version may be updated in successive cycles of testing. Each Testing Materials Version shall be uniquely identified with an incrementing numerical designation.
- c. **“Testing Date”** means the date on which Organization’s HIE Technology is issued a Testing Report.
- d. **“Testing Process”** means the entirety of the Testing Program used by The Sequoia Project as defined in the RSNA Image Share Testing Materials to evaluate the compliance of the Organization’s HIE Technology with the Specifications and Test Materials and indicated on the Testing Report.
- e. **“Test Report”** means a written report issued by The Sequoia Project that documents the outcomes of the Testing Process and confirms Organization HIE Technology’s compliance with the RSNA Specifications and Testing Materials.
- f. **“Integrating the Healthcare Enterprise Conformity Assessment Scheme (IHE CAS)”** forms the basis for IHE Conformity Assessment Programs that IHE International administers and any official certification of conformance to IHE Profiles associated with such testing programs.

#### 2. The Sequoia Project Responsibilities

- a. **Reciprocity.** The Sequoia Project will determine whether to offer reciprocity to the Organization for IHE CAS profile certification testing by Kereval Labs. The Sequoia

Project will review a copy of the IHE Services Certification Report and testing files to determine whether the Organization's HIE Technology qualifies for reciprocity.

- b. Test Summary Report.** Upon completion of the Testing Process, The Sequoia Project will determine whether the Organization successfully completed the Testing Process, whether the Organization's HIE Technology passed Testing and will provide Organization with a Test Report.
- c. Test Requirements.** The Sequoia Project will post on its web site the current RSNA Image Share Validation Testing Materials, as modified from time to time.
- d. Complaint Process.** The Sequoia Project shall establish and maintain a process by which third parties may submit complaints regarding a validated product's potential non-compliance with the Specifications.
- e. Periodic Review of Sample Messages.** In addition to The Sequoia Project's right to respond to suspected non-compliance, The Sequoia Project has the right to request and review Sample Messages exchanged via Organization's HIE Technology in a test environment for conformance and interoperability as well as related audit log data as it pertains to Sample Messages.
- f. Response to suspected non-compliance.** If The Sequoia Project believes, either as the result of a review or learning of a complaint, that Organization's HIE Technology (including, but not limited to, Organization's HIE Technology system configuration, architecture, components, and Sample Messages produced by Organization's HIE Technology) is not functioning in material compliance with the Specifications, The Sequoia Project may inform Organization of such belief and request that Organization, within a reasonable time, (i) verify that Organization's HIE Technology remains in compliance with the Specifications by submitting a written attestation of compliance, or (ii) explain the reasons for non-compliance and propose a plan for remedying such non-compliance. If The Sequoia Project (in its reasonable discretion) is not satisfied with the information Organization provides in response to such request, The Sequoia Project may inform Organization that its HIE Technology is non-compliant with the Specifications and request that Organization submit Organization's HIE Technology for additional Testing.

### 3. Organization Rights and Responsibilities

- a. RSNA Image Share Validation Program.** Organization shall perform all of Organization's obligations specified for all phases of the RSNA Image Share Validation Program, in accordance with this Agreement and the applicable RSNA Image Share Test Materials.
- b. Reciprocity.** To qualify for reciprocity, Applicant must (i) complete testing of its product for one or more bundles, which include the XDS-I Document Source, XDS-I Registry and Repository, and / or XCA-I Gateway; (ii) furnish a copy of the IHE Services Certification Report to The Sequoia Project; and (iii) approve the release of the testing files from the Kerval Testing Lab to The Sequoia Project for final review.
- c. Specific Point of Contact.** Organization shall designate a specific point of contact (SPOC), and make available during the Testing Process its SPOC and other Organization personnel as necessary to effectively complete the Testing, as well as for review of the Test Report and any other elements contained in any other testing methods used in RSNA Image Sharing Validation Program and to answer questions and attend meetings as required by The Sequoia Project. Organization will notify The

Sequoia Project promptly in the event of a change in the SPOC for Organization's HIE Technology.

- d. **Interoperability Testing Program.** Organization shall perform all of Organization's obligations specified for all phases of the RSNA Image Share Validation Program, in accordance with this Agreement and the Testing Materials which are incorporated by reference into this Agreement.
- e. **Access to The Sequoia Project Interoperability Testing Platform (ITP).** Organization shall have access to The Sequoia Project ITP for two (2) years beginning on the date that The Sequoia Project approves Organization's Application.
- f. **Cooperation with Periodic Review.** Organization shall fully cooperate with The Sequoia Project and Organization's customers for any periodic reviews of Sample Messages that The Sequoia Project performs.
- g. **Payment of testing fee.** Organization shall pay the following fees to Sequoia to participate in RSNA Image Share Validation Program and the Sequoia ITP (Effective 03/31/17):

First Testing Bundle:	\$20,000
Each Additional Testing Bundle:	\$ 2,000

Types of Bundles:

- XDS-I Document Source / Document Consumer
- XDS-I Registry and Repository
- XCA-I Gateway

NOTE: Maximum of \$24,000 per participant for each testing cycle.

NOTE: The Sequoia Project will offer a Reciprocal IHE CAS Discount of 20%.

NOTE: Sequoia Project Member Organizations are eligible for a 20% discount.

#### 4. Term and Termination

- a. **Initial Validation Period.** The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years (the "Initial Validation Period"), unless earlier terminated in accordance with this addendum section 4. Following the Initial Validation Period, the Parties may extend the term of this Agreement for additional two (2) year terms in accordance with Section 4(b) (each and "Additional Validation Period").
- b. **Additional Validation Periods.** At least ninety (90) days prior to the end of the Initial Validation Period or any Additional Validation Periods, Organization must pay the then applicable Fees for Testing, undergo Testing of Organization's then current HIE Technology and submit a set of test results to The Sequoia Project for Organization's then current HIE Technology (the "Retesting"). The fees set forth in Sections 3(f) shall also apply to any such Retesting. All testing will be conducted in accordance with the then current version of the RSNA Image Share Validation Testing Materials and this Agreement. Should Organization fail to successfully complete or pass Retesting prior to the end of the then current Initial Validation Period or Additional Validation Period, The Sequoia Project may (i) terminate this

Agreement at the end of such Period; or (ii) renew this Agreement contingent upon Organization instituting a remediation plan acceptable to The Sequoia Project and successfully completing and passing Retesting in a timeframe to be determined by The Sequoia Project, in its sole discretion.

- c. **Termination by Organization.** Organization may terminate this Agreement at any time by providing sixty (60) days prior written notice to The Sequoia Project. Organization will not be entitled to a refund of any Testing Fees paid prior to termination.
  - d. **Termination by The Sequoia Project.** The Sequoia Project may terminate this Agreement with immediate effect or by giving notice to Organization if:
    - i. Organization is in material breach of any of the terms and conditions of this Agreement and fails to remedy such breach within 30 days after receiving notice of such breach; or
    - ii. Organization's Application includes any information that is not truthful or accurate in any material respect.
5. **Effect of Termination.** Upon termination of this Agreement for any reason, Organization shall (i) immediately remove the Seal and Validation from all electronic media, (ii) immediately discard all materials bearing the Seal or Validation, and (iii) cease future use of the Seal and Validation. Within ten (10) business days of termination of this Agreement, Organization shall confirm to The Sequoia Project, in writing, that it has complied with subsections (i) and (ii) of this Section. The Sequoia Project will remove Organization's HIE Technology from its list of RSNA Image Share Validated HIE Technologies.
6. **The RSNA Image Share Validation Seal.** Upon notification by The Sequoia Project to Organization of successful completion of the Testing Process, Organization shall be entitled to designate Organization's HIE Technology as compliant with the Specifications and "RSNA Image Share Validated" Testing Materials (the "Validation"). The Sequoia Project will provide to Organization a digital version of a seal signifying such Validation (the "Seal"). The Sequoia Project grants to Organization a nonexclusive, non-assignable and nontransferable license to use and display the Seal as described herein. Organization shall not use or display the Seal, the Validation or anything similar thereto for any software other than the version of Organization's HIE Technology that successfully completed the Testing Process. When displaying the Validation, the Validation should be used in such a way that there is no implication of endorsement by The Sequoia Project. When displaying the Seal, Organization shall not alter or modify the digital version provided by The Sequoia Project. Organization is authorized to display and use the Seal and Validation as set forth herein in any and all marketing materials for the Organization's HIE Technology. These rights are not transferable to any other entity or any other program or software produced by the Organization. Upon request, Organization shall provide to The Sequoia Project samples of Organization's use of the Seal and Validation. Organization's failure to appropriately use the Validation, in the sole and absolute discretion of The Sequoia Project, may result in termination of its right to use the Validation.