

# **Health Level Seven, Inc.**

## **Associate Charter Agreement**

This Associate Charter Agreement shall become effective on the date indicated below and establishes the relationship between:

Health Level Seven, Inc. (HL7)  
3300 Washtenaw Avenue, Suite 227  
Ann Arbor, Michigan 48104-4261

And

CDA for Common Document Types (CDA4CDT)  
c/o AHDI/MTIA  
Association for Healthcare Document Integrity/Medical Transcription Industry Association  
4230 Kiernan Avenue, Suite 130  
Modesto, California 95356

Otherwise identified as the Associate

Effective Date: May 1, 2008

### **Statement of Purpose**

HL7 has as its mission the goal of providing reliable standards for the exchange, management and integration of data that support clinical patient care and the management, delivery and evaluation of healthcare services. HL7 encourages the creation of flexible, cost-effective approaches, standards, guidelines, methodologies, and related services for the interoperability of healthcare information systems. HL7 provides a forum for the effective and efficient communication between the constituents of the healthcare community as represented by its membership: an international community of healthcare organizations, vendors and developers of healthcare information systems, consultants and systems integrators, and related public and private healthcare service agencies. Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 enters into associative agreements to further these goals. Associates are independent, non-profit entities whose mission is to advance, nationally or internationally, the acceptance and usage of standards within healthcare. Such entities include, but are not limited to, other Standards Development Organizations (SDO), industry associations or consortiums, and other groups that share the vision of improved healthcare through standards. This Agreement defines and governs the rights and obligations of Associates.

CDA4CDT is a consortium formed to develop CDA Implementation Guides (IG) for common types of electronic healthcare documents, bring the IG through the HL7 ballot process and promote their adoption within the healthcare industry. The standardization and adoption of these common electronic documents will enlarge and enrich the flow of data into the electronic health record and speed the development of interoperable clinical document repositories for use within the enterprise and regional and national networks. This rapid-development project bridges the gap between narrative documents produced through dictation and the structured, computable records within an EHR.

## **1.0 The Basic Relationship**

1.1 Upon ratification of this signed Associate Charter Agreement by the HL7 Board of Directors CDA4CDT shall be recognized as an HL7 Associate organization.

1.2 The Associate may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates when convenient. The Associate is also encouraged to work with other standards organizations toward harmonization.

1.3 Official joint meetings between the Associate and HL7 may be scheduled where such meetings serve a common purpose and are convenient to the HL7 meeting agenda.

1.4 HL7 and the Associate shall appoint a liaison to represent each to the other. It is expected, although not required, that the liaisons will hold joint membership in the parties to this agreement.

1.5 Such projects as might be jointly undertaken by HL7 and the Associate will be clearly defined and delineated by a joint project proposal which must include a succinct description of the proposed project, an estimate of time required and resource commitment expected of each party.

1.6 HL7 and the Associate shall coordinate press release content and release dates when information in the release supports the goals of both organizations. CDA4CDT agrees to mention in its press releases that it has an Associate Charter Agreement with HL7 and participates in the HL7 Structured Documents Work Group.

## **2.0 Rights Granted**

2.1 HL7 will recognize Benefactors and Founders of the Associate as members of HL7 for the express purpose of participation in Working Group Meetings at the member's rate. In turn, the Associate will recognize HL7 members as Associate Participants and extend such privileges as that entails.

2.2 Meetings of the HL7 working groups or the Associate may be convened and conducted as a joint meeting of the two organizations.

2.3 Such joint meetings will at all times be conducted so as to remain within the rules of the host organization. When voting within the meeting context to propose changes to the standard, or to conduct other business specific to either HL7 or the Associate, the relevant procedures of the respective organization shall be enforced.

2.4 Members from the Associate, while encouraged to participate in HL7 working groups, may not seek leadership positions within HL7 unless they also hold HL7 membership.

2.5 Membership through the Associate does not convey free access to or the right to distribute the HL7 standards. The Associate is free to distribute implementation guides developed through joint projects to its Participants; however, Associate Participants shall acquire any underlying HL7 specifications or standards necessary for implementation from HL7.

### **3.0 Fees and Payments**

3.1 Members of the Associate are encouraged to attend any HL7 sponsored events. Registration shall occur through the Associate to validate membership. Fees will be assessed at the current HL7 membership rate.

3.2 HL7 members may, in turn, attend any Associate sponsored events. Associate member's fees shall apply to HL7 members who register through HL7 headquarters.

3.3 No monies shall be exchanged between the parties hereto as a result of this agreement.

### **4.0 Obligations**

4.1 The parties hereto expressly agree:

- a. That ownership rights to HL7 trademarks or standards or Associate trademarks or standards are neither extended nor transferred; and
- b. That there will be no exchange of mailing lists or general membership information; and
- c. That they will comply with all provisions of this Agreement.

### **5.0 Warranties**

5.1 The parties hereto make no express or implied warranties other than those that may be contained in this Agreement.

### **6.0 Termination**

6.1 Either party may terminate this Agreement upon 30 days written notice.

### **7.0 Term**

7.1 This Agreement shall have a three-year term, renewable upon expiry by mutual written agreement for subsequent three-year terms.

### **8.0 Miscellaneous**

8.1 This Agreement constitutes the entire agreement and complete understanding of the parties hereto.

8.2 The parties hereto may propose alterations to this agreement in writing upon appropriate action of their respective Board of Directors. The receiving party shall be afforded sixty (60) days to adopt any proposal for change and/or amendment to this agreement and shall acknowledge such acceptance in writing to the submitting party. In the event such proposals are deemed unacceptable, either party may execute the Termination provisions afforded above.

Authorized Signatures:

**FOR  
HEALTH LEVEL SEVEN, INC.**

Signed: Charles Jaffe, MD PhD  
*Charles Jaffe, MD PhD*  
*KUH*

Charles Jaffe, MD PhD  
Chief Executive Officer

**FOR  
AHD/MTIA**

Signed: Peter Preziosi, PhD CAE  
*Peter Preziosi*

Peter Preziosi, PhD CAE  
Chief Executive Officer

Signed: Mark McDougall  
*Mark McDougall*

Mark McDougall  
Executive Director

Signed: \_\_\_\_\_