

Statement of Understanding (SOU)

Defining the relationship between:

Health Level Seven International
3300 Washtenaw Avenue, Suite 227
Ann Arbor, Michigan 48104-4261

Hereinafter identified as HL7

AND

The American Hospital Association

155 North Wacker Drive

Suite 400

Chicago, IL 60606

Hereinafter identified as AHA

This SOU shall have an effective date of: May 19, 2020

Statement of Purpose

The HL7 mission is to provide standards that empower global health data interoperability. 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.

The American Hospital Association (AHA) is the national organization that represents and serves all types of hospitals, health care networks, and their patients and communities. Nearly 5,000 hospitals, health care systems, networks, other providers of care and 43,000 individual members come together to form the AHA.

Through its representation and advocacy activities, AHA ensures that members' perspectives and needs are heard and addressed in national health policy development, legislative and regulatory debates, and judicial matters. Our advocacy efforts include the legislative and executive branches and include the legislative and regulatory arenas.

Founded in 1898, the AHA provides education for health care leaders and is a source of information on health care issues and trends.

1.0 Introduction

1.1 This SOU defines the terms by which HL7 will reference AHA's UB04 content in HL7 artifacts.

1.2 The parties to this SOU shall each appoint a liaison for interactions between the parties. It is expected, although not required, that each liaison hold joint membership in HL7 and the AHA.

2.0 Interactions

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

3.0 Fees and Payments

3.1 No monies shall be exchanged between HL7 and the AHA as a result of this SOU.

4.0 Obligations

4.1 HL7 and the AHA expressly agree:

- a. That ownership rights to HL7 trademarks or other intellectual property or standards or AHA's trademarks or other intellectual property are neither extended nor transferred; and
- b. That there shall be no exchange of mailing lists or general membership information; and
- c. That they will comply with all provisions of this SOU; and
- d. That HL7 will not use the AHA's Official UB04 Data Specifications Manual content, the only official source of UB-04 billing information adopted by the National Uniform Billing Committee (NUBC) (UB-04) for commercial purposes without permission and proper licensing, except as specified below:

4.2 That reference to AHA's UB-04 content in HL7 artifacts shall be handled as described below:

- a. That HL7 shall not share, display or distribute the AHA's UB-04 content (other than a few codes as examples) without the permission of the AHA
- b. When referencing AHA's UB-04 content, any HL7 artefact (in a value set, measure or database) shall"
 - i. provide attribution to the AHA ownership of this content
 - ii. provide a statement to the effect that a license must be obtained from AHA to use this content: *"This HL7 specification contains and references intellectual property owned by third parties ("Third Party IP"). Implementers and testers of this specification **SHALL** abide by the license requirements for each terminology content artifact utilized within a functioning implementation. Terminology licenses **SHALL** be obtained from the Third Party IP owner for each code system and/or other specified artifact used. It is the sole responsibility of each organization deploying or testing this specification to ensure their implementations comply with licensing requirements of each Third Party IP."*
 - iii. provide a link to the website where a license for use of this content may be obtained

5.0 Warranties

5.1 HL7 and the AHA make no express or implied warranties other than those that may be contained in or appended to this SOU.

6.0 Termination

6.1 Either HL7 or the AHA may terminate this SOU upon 30 days written notice.

7.0 Term

7.1 This SOU shall have a two-year term, renewable upon expiry by written agreement for subsequent two-year terms.

8.0 Miscellaneous

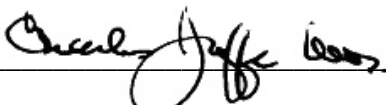
8.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and the AHA.

8.2 HL7 or the AHA may propose alterations to this SOU in writing upon appropriate action of their respective governing body. The receiving party shall be afforded sixty (60) days to adopt any proposal for change and/or amendment to this SOU and shall acknowledge such acceptance in writing to the submitting party. In the event such proposals are deemed unacceptable and cannot be resolved through negotiation, either party may execute the Termination provisions afforded above.

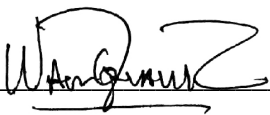
Authorized Signatures:

For
HL7 INTERNATIONAL

For
<AMERICAN HOSPITAL ASSOCIATION>>

Signed: 
Charles Jaffe, MD PhD
Chief Executive Officer

Signed: Carl Aiello

Signed: 
Walter Suarez
Board Chair

Signed: Carl Aiello