

February 16 2022 Regular Board Meeting

February 16 2022 Regular Board Meeting

February 16 2022 Regular Board Meeting

Agenda February 16 2022 Regular Board Meeting

[Agenda Regular Board Meeting February 16, 2022](#) 2

Auxiliary Bylaws

[Auxiliary Bylaws](#) 7

Approval of the Global Services by Hyland One Content Agreement

[Board of Directors Coversheet- Hyland One Content Agreement](#) 15
[Hyland One Content Agreement](#) 16

Northern Inyo Healthcare District Governance Committee Update

[Governance Committee February 3, 2022- Minutes](#) 41
[Governance Committee February 8, 2022- Minutes](#) 43

Northern Inyo Healthcare District Committee's with Board participation

[Board of Directors Coversheet- Northern Inyo Healthcare District Committee'](#) 45
[Northern Inyo Healthcare District Committee List](#) 46

Letter to the White House regarding Nurse Staffing Agencies concerns

[Board of Directors Coversheet- Letter to the White House](#) 47
[Letter to the White House regarding Nurse Staffing Agencies concerns](#) 48

Chief of Staff

[Medical Executive Report](#) 51
[Policies and Procedure](#) 54

Consent Agenda

[District Board Resolution 22-03, Remote Meetings Ongoing Resolution](#) 118
[January 19, 2022 Regular Board Meeting Minutes](#) 120
[Operating Room Flooring Replacement Update](#) 124
[Pioneer Home Health Care Quarterly Report](#) 125
[Financials and Statistical report as of December 31, 2021](#) 134



AGENDA

NORTHERN INYO HEALTHCARE DISTRICT BOARD OF DIRECTORS REGULAR MEETING

February 16, 2022 at 5:30 p.m.

Northern Inyo Healthcare District invites you to join this meeting:

TO CONNECT VIA ZOOM: *(A link is also available on the NIHD Website)*
<https://zoom.us/j/213497015?pwd=TDIiWXRuWjE4T1Y2YVFWbnF2aGk5UT09>
Meeting ID: 213 497 015
Password: 608092

PHONE CONNECTION:
888 475 4499 US Toll-free
877 853 5257 US Toll-free
Meeting ID: 213 497 015

The Governor of the State of California has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the NIHD Board Room is closed to the public and that some or all of the District Board members may attend this meeting telephonically or via video conference. This meeting will be accessible to members of the public virtually and telephonically who seek to observe and address the Board of Directors, including giving public comments.

1. Call to Order (at 5:30 pm).
2. **Public Comment:** The purpose of public comment is to allow members of the public to address the Board of Directors. Public comments shall be received at the beginning of the meeting and are limited to three (3) minutes per speaker, with a total time limit of thirty (30) minutes for all public comment unless otherwise modified by the Chair. Speaking time may not be granted and/or loaned to another individual for purposes of extending available speaking time unless arrangements have been made in advance for a large group of speakers to have a spokesperson speak on their behalf. Comments must be kept brief and non-repetitive. The general Public Comment portion of the meeting allows the public to address any item within the jurisdiction of the Board of Directors on matters not appearing on the agenda. Public comments on agenda items should be made at the time each item is considered.
3. New Business:

- A. Auxiliary Bylaws (Board will consider the approval of the revised changes to these bylaws)
 - B. Approval of the Global Services by Hyland One Content Agreement (Board will consider the approval of this agreement)
 - C. Northern Inyo Healthcare District Governance Committee Update (Board will receive this information)
 - D. Northern Inyo Healthcare District Committee’s with Board participation (Board will receive this information and consider appointment/reappointments of Board members to committees)
 - E. Letter to the White House regarding Nurse Staffing Agencies concerns (Board will receive this information)
4. Chief of Staff Report, Sierra Bourne MD:
- A. Medical Staff Reappointments (Board will consider approval of these Medical Staff Reappointments)
 - 1. The following practitioners have submitted an application to renew their privileges at Northern Inyo Healthcare District for calendar years 2022-2023 and have been recommended for approval.

	Practitioner	Title	Specialty	Category
1	Ahmed, Farres	MD	Radiology	Courtesy
2	Alim, Muhammad	MD	Pulmonology	Telemedicine
3	Atwal, Danish	MD	Cardiology	Telemedicine
4	Bowersox, Jon	MD	General Surgery	Active
5	Brieske, Timothy	MD	Family Medicine	Active
6	Brown, Stacey	MD	Family Medicine	Active
7	Bryce, Thomas	MD	Radiology	Telemedicine
8	Chan, Brandon	MD	Radiology	Telemedicine
9	Dell, Alissa	FNP	Family Nurse Practitioner	APP
10	Dillon, Michael	MD	Emergency Medicine	Active
11	Ebner, Benjamin	MD	Cardiology	Telemedicine
12	Erogul, John	MD	Radiology	Courtesy
13	Farooki, Aamer	MD	Radiology	Telemedicine
14	Figueroa, Jennifer	PA-C	Family Practice	APP
15	Firer, Daniel	MD	Emergency Medicine	Active
16	Fong, Nancy	FNP	Family Nurse Practitioner	APP
17	Garg, Shilpi	MD	Cardiology	Telemedicine
18	Gaskin, Gregory	MD	Emergency Medicine	Active
19	Graves, Casey	MD	Emergency Medicine	Active
20	Harvey, Carly	MD	Radiology	Courtesy

21	Hathaway, Nickoline	MD	Internal Medicine	Active
22	Hawkins, John (Adam)	DO	Emergency Medicine	Active
23	Hewchuck, Andrew	DPM	Podiatry	Active
24	Jesionek, Adam	MD	Internal Medicine	Active
25	Kamei, Asao	MD	Internal Medicine	Active
26	Khine, Htet	MD	Cardiology	Telemedicine
27	Kim, Martha	MD	OB/GYN	Active
28	Klabacha, Rita	PA-C	Family Practice	APP
29	Loos, Stephen	MD	Radiology	Active
30	Ma, Ruhong	DO	Internal Medicine	Active
31	Majlessi, Azadeh	MD	Rheumatology	Telemedicine
32	Maki, Erik	MD	Radiology	Courtesy
33	Malloy, Sarah	FNP	Family Nurse Practitioner	APP
34	Meredick, Kristin	MD	Pediatrics	Active
35	Meredick, Richard	MD	Orthopedic Surgery	Active
36	Norris, Jennifer	CNM	Nurse Midwife	APP
37	O'Neill, Tammy	PA-C	Family Practice	APP
38	Patel, Nilem	MD	Endocrinology	Telemedicine
39	Peterson, Snow	DO	Sleep Medicine	Telemedicine
40	Pflum, Jeannie	DO	OB/GYN	Courtesy
41	Pillsbury, Kinsey	MD	Radiology	Telemedicine
42	Plank, David	MD	Plastic Surgery	Courtesy
43	Pomeranz, David	MD	Emergency Medicine	Active
44	Quach, Truong	MD	Internal Medicine	Active
45	Reid, Thomas	MD	Ophthalmology	Active
46	Ricci, Lindsey	MD	Pediatrics	Active
47	Rowan, Christopher	MD	Cardiology	Telemedicine
48	Saft, Amy	CRNA	Nurse Anesthesia	APP
49	Schweizer, Curtis	MD	Anesthesia	Active
50	Starosta, Sarah	PA-C	Family Practice	APP
51	Sullivan, Laura	MD	Cardiology	Telemedicine
52	Swackhamer, Robert	MD	Cardiology	Telemedicine
53	Tiernan, Carolyn	MD	Emergency Medicine	Active
54	Tseng, Ian	MD	Radiology	Telemedicine
55	Turner, Gary	MD	Radiology	Courtesy
56	Wakamiya, Anne	MD	Internal Medicine	Active
57	Wasef, Eva	MD	Pathology	Active
58	Wei, Stephen	MD	Radiology	Telemedicine
59	Wilson, Christopher	MD	Cardiology	Telemedicine

B. Medical Staff Appointments (*Board will consider the approval of these Medical Staff Appointments*)

1. Jennifer Lizcano, MD (*internal medicine*) – active staff
2. Geoffrey McWilliams, MD (*musculoskeletal radiology*) – telemedicine staff, Tahoe Carson Radiology

C. Medical Staff Appointments – Credentialing by Proxy (*Board will consider the approval of these Medical Staff Appointments*)

As per the approved Telemedicine Physician Credentialing and Privileging Agreement, and as outlined by 42CFR 482.22, the Medical Staff has chosen to recommend the following practitioners for Telemedicine privileges relying upon Quality Nighthawks’s credentialing and privileging decisions.

1. Ara Kassarian, MD (*teleradiology, Quality Nighthawk*) – telemedicine staff

D. Medical Staff Resignations (*Board will consider the approval of these Medical Staff Resignations*)

1. Shabnamzehra Bhojani, MD (*telepsychiatry*) – effective 12/15/2022

E. Policies (*Board will consider the approval of these Policies*)

1. *Medical Staff Department Policy – Hospital Medicine*
2. *Medical Staff Department Policy – Radiology*
3. *Practitioner Re-Entry Policy*
4. *Scope of Service for the Respiratory Care Department*
5. *Weights for Infant and Pediatric Patients*
6. *Death in the Operating Room*
7. *Medical Students in the OR*
8. *Operating Room Attire*
9. *Standardized Procedure for Registered Nurse First Assistant*
10. *Surgical Procedures that Require Special Consents*

F. New Medical Staff Privilege Forms (*Board will consider the approval of these New Medical Staff Privileges*)

1. General Surgery
2. Colon & Rectal Surgery
3. Podiatry
4. Orthopedic Surgery
5. Obstetrics & Gynecology

G. Annual Review of Critical Indicators (*Board will consider the approval of these Annual Review of Critical Indicators*)

1. Neonatal
2. Pediatric
3. Anesthesia
4. Surgery

H. Medical Executive Committee Meeting Report (*Board will receive this information*)

Consent Agenda

5. Approval of District Board Resolution 22-03, to continue to allow Board meetings to be held virtually (*Board will consider the approval of this District Board Resolution*)
6. Approval of minutes of the January 19, 2022 Regular Board Meeting (*Board will consider the approval of these minutes*)
7. Operating Room Flooring Replacement Update (*Board will consider accepting this update*)
8. Pioneer Home Health Care Quarterly Report (*Board will consider accepting this report*)
9. Financial and Statistical reports as of December 31, 2021 (*Board will consider accepting this report*)

10. Reports from Board members (*Board will provide this information*).

11. Public comments on closed session items.

12. Adjournment to Closed Session to/for:

A. Report involving trade secret – Health & Safety Code Section 1462

Discussion will concern proposed new service, program, or facility.

B. Conference with legal counsel, anticipated litigation. Significant exposure to litigation

(pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9) two cases

C. Conference with legal counsel, existing litigation (pursuant to Gov. Code Section 54956.9(d)(1) One case. Cassidy v. NIHD

13. Adjournment.

In compliance with the Americans with Disabilities Act, if you require special accommodations to participate in a District Board meeting, please contact administration at (760) 873-2838 at least 48 hours prior to the meeting.

**NORTHERN INYO HEALTHCARE DISTRICT
RECOMMENDATION TO THE BOARD OF DIRECTORS
FOR ACTION**

Date: February 16, 2022

Title: **AUXILIARY BYLAWS**

Synopsis: It is recommended that the Board of Directors review and approve the attached Auxiliary Bylaws with the following 2 changes:

1. Article VII, Section 2.

Old version: Active shall pay annual dues and participate in service programs of the Auxiliary to the extent of 50 hours.

Now reads: Active shall pay annual dues and participate in service programs of the Auxiliary.

2. Article X, Section 4.

Old version: Ten voting members present shall constitute a quorum of any General Meeting of the Auxiliary.

Now reads: Six voting members present shall constitute a quorum of any General Meeting of the Auxiliary.

Prepared by: Cori Stearns

Name

Title: Administrative Assistant to CEO

Reviewed by: Reviewed and Approved by Compliance Officer

Name

Title of Chief who reviewed

Approved by: Kelli Davis, CEO

Name

Title of Chief who approved

**Bylaws of the
Northern Inyo Hospital Auxiliary
1/12/22**

**Article I
NAME**

The name of this organization shall be the NORTHERN INYO HOSPITAL AUXILIARY. This organization is formed in the County of Inyo, State of California.

**Article II
PURPOSE**

This organization is formed exclusively for charitable, religious, educational, and/or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501©(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

**Article III
EARNINGS RESTRICTED**

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

**Article IV
ACTIVITIES RESTRICTED**

No part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501 © (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by a organization, contributions to which are deductible under section 170©(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article V
DISSOLUTION

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501©(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations.

Article VI
OFFICERS

Section 1. The elected officers of the Auxiliary shall be a President, a Vice-President, a Recording Secretary, a Corresponding Secretary and a Treasurer.

Section 2. Officers of the Auxiliary shall be elected for terms of one year. No officer shall be eligible for more than three consecutive terms in the same office.

- a. The Treasurer may serve past the 3 year limit, as long as the person is qualified.
- b. The President may serve past the 3 year limit, as long as the person is qualified.

Article VII
TYPES OF MEMBERSHIP

Section 1. Membership in the Auxiliary shall be open to persons who are interested in Northern Inyo Hospital. All Auxiliary memberships shall be renewed annually. Prior to Active membership, a Counselor will educate and inform the prospective member as to function, purpose, and history of the Auxiliary.

Section 2. There shall be the following types of memberships:

- a. ACTIVE : shall pay annual dues and participate in service programs of the Auxiliary. Any Active Member in good standing shall have the right to vote, participate in meetings, and to hold office in the Auxiliary.

b. ASSOCIATE: shall be interested in the purpose of the Auxiliary, shall pay annual dues, but have no active membership responsibilities. Any Associate Member in good standing shall have the right to vote, may participate in meetings and chair Standing Committees of the Auxiliary.

c. LIFE: A Life Membership may be purchased at a one time price of \$100.00. Any Life Member in good standing shall have the right to vote, participate in meetings and to hold office in the Auxiliary.

d. HONORARY LIFE: The highest honor awarded by the Auxiliary is an Honorary Life Membership. It is awarded rarely and only to those individuals who have served over and above the normal membership requirements. These members have served in leadership roles as officers and committee chairmen. In addition, they have given countless hours participating in ALL functions of the Auxiliary. These individuals are chosen in recognition of outstanding service to the Auxiliary or the Hospital, and shall pay no dues. Any Honorary Life Member in good standing shall have the right to vote, participate in meetings, and to hold office in the Auxiliary. Those who receive this honor truly earn it, and their dedication to the Auxiliary inspires us all.

ARTICLE VIII DUTIES OF OFFICERS

Section 1. The President shall be the chief executive officer of the Auxiliary and the Executive Board, and shall have the supervision of general management of the Auxiliary. The President shall appoint the Parliamentarian, chairmen of the standing committees, special committees as occasion may demand, and chairmen caused by vacancies. The President shall be a member ex officio of all standing committees of the Auxiliary, except the Nomination Committee. The President shall work closely with the Hospital Administrator and perform all duties pertaining to the office.

Section 2. The Vice - President shall be in charge of membership and shall be Chairman of the Membership Committee. In the absence, disability or resignation of the President, the Vice President shall have the executive powers and perform duties of the President.

- Section 3. The Recording Secretary shall be responsible for keeping an accurate record of meetings of the Northern Inyo Hospital Auxiliary and of the Executive Board, in books belonging to the Auxiliary. These minutes shall be open to the inspection of any member at any reasonable time.
- Section 4. The Corresponding Secretary shall be responsible for the Auxiliary's general correspondence.
- Section 5. The Treasurer shall be responsible for keeping an accurate record of all financial affairs of the Auxiliary, and shall present a financial report at each General Meeting. All expenses, other than routine operating, must be approved by the members at a General Meeting, except for emergencies. The Treasurer's book shall be audited at the end of each financial year by three members appointed by the President.
- Section 6. The Parliamentarian shall be the Chairman of the Bylaws Committee, keep a current list of the Standing Rules, and shall advise the Auxiliary board on the validity of any question of Parliamentary Law.

ARTICLE IX **THE EXECUTIVE BOARD**

- Section 1. The Executive Board shall consist of the Officers of the Auxiliary, the immediate past President and the chairmen of the standing committees. The Administrator of the Hospital shall be an ex officio member of the Executive Board.
- Section 2. All actions of the Executive Board are subject to the approval of the Northern Inyo Hospital Board of Directors or its representative, the Hospital Administrator. With this limitation, management and control of property and funds, the affairs of the Auxiliary shall be administered by the Executive Board. The Executive Board shall adopt its own rules of procedure not inconsistent with the Bylaws of the Auxiliary.
- Section 3. Regular meetings of the Executive Board are combined with the General Meetings. Special meetings of the Board may be held at any time and place determined by the President, and in addition shall be called when requested in writing by not fewer than five members of the board.
- Section 4. Five members shall constitute a quorum at any meeting of the Board. In the absence of a quorum, the meeting shall be adjourned.

ARTICLE X
GENERAL MEETINGS

- Section 1.** There shall be regular meetings of the Auxiliary membership, the number to be determined by the Executive Board.
- Section 2.** The time and place of the General Meetings may be determined by the President and/or the Executive Board. Meetings are ordinarily scheduled the second Wednesday of each month. Meetings are to be held at Northern Inyo Hospital Annex, unless otherwise designated.
- Section 3.** The annual Meetings shall be held in May of each year for the Installation of Officers and Presentation of Awards.
- Section 4.** Six voting members present shall constitute a quorum of any General Meeting of the Auxiliary.

ARTICLE XI
COMMITTEES

- Section 1.** Standing Committees: There shall be Standing Committees necessary to conduct the business and program of the Auxiliary. The personnel of such committees shall consist of members designated by the Chairman of the Committee with the approval of the President. The duties of each committee will be outlined in detail in the Chairman's Procedure Book. These Chairmen become members of the Executive Board of the Northern Inyo Hospital Auxiliary.
- Section 2:** Nominating Committee shall be put into being, and act as prescribed in Article IX.
- Section 3:** Special Committees may be created when necessary by the President, with the approval of the Executive Board.

ARTICLE XII
ELECTION PROCEDURES

- Section 1.** The Nominating Committee shall consist of three members appointed by the board.
- a. Suggested nominations for Officers of the Auxiliary shall be received by the Nominating Committee from the membership. From these suggestions, and as a result of its own deliberations,

the Nominating Committee shall submit to the April General Meeting a slate of candidates for officers during the ensuing year. Nominations may also be accepted from the floor.

b. Members of the Nomination Committee may be candidates for office.

Section 2. The Election of officers shall be held at the April Meeting. The new officers shall be installed at the May Meeting and take office on June 1.

ARTICLE XIII FUNDS

Section 1. All fund-raising activities, other than regular membership dues, shall be subject to the approval of the Hospital Administration, and the funds shall be expended only for those purposes approved by the Auxiliary.

Section 2. All dues or contributions paid or made to the Auxiliary become the property of the Auxiliary, and the members or contributors shall have no further claim or rights thereto.

Section 3. All documents made, accepted or executed by the Auxiliary shall be signed by the President and/or representative.

Section 4. All checks drawn against the General Funds of the Auxiliary shall be signed by two authorized signatures on file at the banking institution.

Section 5. Funds expended for gifts to Northern Inyo Hospital (NIH) shall be for life saving equipment, or other items, or facility improvements that enhance the ability of NIH to serve the needs of the overall community, as expressed by the Hospital Administration.

ARTICLE XIV FISCAL YEAR

The fiscal year of the Auxiliary shall commence on June 1, and shall end on May 31.

ARTICLE XV AMENDMENTS

The Bylaws of the Auxiliary may be altered, repealed, or amended by the affirmative vote of two-thirds of the members present and voting, at any regular or special meeting of the Auxiliary, provided that notice of the proposed alteration, repeal or amendment be contained in a written notice of the meeting two weeks in advance.

ARTICLE XVI
APPROVAL AND ADOPTION

These Bylaws, after approval of the Northern Inyo Hospital Board of Directors, shall be effective immediately.

Approved: _____ Date
Kelli Davis, Chief Executive Officer, Northern Inyo Hospital

_____ Date
Jody Veenker, Board Chair, Northern Inyo Hospital Board of Directors

ADOPTED BY THE NORTHERN INYO HOSPITAL AUXILIARY:

Judy Fratella _____ 1/12/22 Date
Judy Fratella, President

Vivian W. Mitchel _____ 1/14/22 Date
Vivian Mitchel, Vice President

Betty Dickey _____ 1-12-22 Date
Betty Dickey, Recording Secretary

Carole E. Sample _____ 1-12-22 Date
Carole Sample, Corresponding Secretary

Sharon Moore _____ 1-12-22 Date
Sharon Moore, Treasurer

**NORTHERN INYO HEALTHCARE DISTRICT
RECOMMENDATION TO THE BOARD OF DIRECTORS
FOR ACTION**

Date: 02/02/2022

Title: HYLAND ONE CONTENT UPGRADE

Synopsis: A required upgrade is needed to maintain security and support within our medical achieve system. (Document management system)

It is recommended that the board approves this upgrade to maintain security and support with one of our critical medical management systems.

This system is used by providers to have historical data when doing patient care.

Prepared by: Bryan Harper, ITS Director / CISO

Reviewed and Approved: Vinay Behl, Interim Chief Financial Officer



PROFESSIONAL SERVICES PROPOSAL

Northern Inyo
Healthcare District

OneContent Foundation Uplift w\
Server Refresh

Document Version: 4

Document Date: 20 Dec 2021

**THIS PROPOSAL WILL EXPIRE 90
DAYS FROM THE ABOVE DATE
UNLESS SIGNED BY BOTH PARTIES.**

©2021 Hyland Software Inc. and its affiliates.

All Rights Reserved

Details in this document are based on information given to Hyland Software Inc. and its affiliates and, therefore, subject to change. This document does not represent a commitment on the part of Hyland Software Inc. and its affiliates until executed by both parties and incorporated by reference into a services contract in accordance with the terms of such services contract.

The information contained in this document is confidential and proprietary to Hyland Software Inc. and its affiliates. It is provided solely for the use of Northern Inyo Healthcare District to describe the approach and work being proposed. This information may not be used for any other purpose and may not be further distributed. Any recipient of this document who is unwilling to agree to these conditions should return the document to Hyland Software Inc. and its affiliates without reviewing the contents or making further distribution. Review of this document shall constitute agreement to the restrictions stated above.

RFS# 42852734 (Hyland internal request tracking number)
#EU-32438-24053291 (Hyland internal request tracking number)

TABLE OF CONTENTS

- Introduction 1
- Proposal Terms & Usage 1
- Project Areas 2
 - Project 1 – OneContent Foundation Uplift w\ Server Refresh 2
- Key Assumptions 13
- Customer Obligations..... 14
- Project Change Control Process 17
- Pricing..... 18
 - Time and Materials Projects 18
- Signatures..... 19
- Appendix 1 – Resource Descriptions 20
- Appendix 2 – Deliverable Descriptions 20
- Schedule 1 – Terms and Conditions 21

INTRODUCTION

The purpose of this document (“Services Proposal”) is to define the goals, scope, fees and other important details supporting the delivery of Professional Services for one or more projects defined in the Project Areas section.

PROPOSAL TERMS & USAGE

Hyland Software Inc. (“Hyland”) is pleased to provide the following estimate for professional services related to the use of the OneContent software (“Software”) for Northern Inyo Healthcare District (“Customer”) as described in the Project Areas section of this document.

The content of this Services Proposal is subject to review and revision by both Hyland and Customer until fully executed by both parties.

Upon execution of this Services Proposal, the Hyland project manager or designated resource will contact Customer project team to discuss project logistics and potential start dates. At this time, Hyland resource availability will be reviewed and presented to Customer. Start times can vary based on existing work volumes. The project(s) will begin upon a mutually agreed upon date as soon as resource availability and Customer availability allow. Once the project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this Services Proposal.

Services described in this Services Proposal will be provided in accordance with the terms of Schedule 1 - Terms and Conditions, attached to this Services Proposal (“Schedule”). Such Schedule shall be fully incorporated herein; provided that if Customer and Hyland (or one of its predecessors) have previously entered into a separate contract that governs the Services provided under this Services Proposal (such as a stand-alone services agreement, Master Software License, Services and Support Agreement, Hosting Agreement, Subscription Agreement or Framework Agreement), such contract will control in the event of any conflict between Schedule and such contract (regardless of whether the contract contemplates services performed in accordance with a SOW, Contract Supplement, Sales Order, Order From or a Services Proposal). All terms of any purchase order or similar document provided by Customer including but not limited to any Customer pre-printed terms and any terms that are inconsistent or conflict with this Services Proposal shall be null and void.

Please note that some of the resources assigned to perform the Services may be employees of Hyland Software, Inc.’s subsidiaries located in other countries.

After execution, all changes to this Services Proposal will follow the Project Change Control Process. All changes must be made to this Services Proposal through an authorized Change Order unless otherwise agreed to in writing by both Hyland and Customer.

PROJECT AREAS

Hyland will provide the following Professional Services described within this Services Proposal:

Project 1 – OneContent Foundation Uplift w\ Server Refresh

Hyland will provide Professional Services to Customer to implement the OneContent Foundation EP2 Uplift with Server Refresh solution.

Hyland shall supply OneContent Foundation EP2 to be implemented on all previously licensed OneContent Software modules currently installed and utilized on the Customer's test and production systems. Services within this proposal also include the migration of the solution from the current Microsoft Windows OS and SQL versions to current supported versions to meet requirements of Software.

Also included in the upgrade solution are the following:

1. Go-Live Window
 - A. Upgrade downtime shall be scheduled at an agreed upon time between Customer and Hyland between the hours of 8AM and 1PM Eastern Standard Time on a Monday or Tuesday.
 - B. Downtime can be scheduled after 1PM EST on Sunday, Monday, or Tuesday

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

1. Release Requirements
 - A. Service Proposal assumes an imaging foundation, OneContent version of 17.0
 - B. Service Proposal assumes Customer is live on the current version of third-party software and up to date on all maintenance agreements;
 - C. Service Proposal assumes Customer will restore a recent copy of the Production database to the future Production system at the agreed upon timing for the software install;
 - D. Solution requires Customer to provide current OneContent SQL Fragments to Hyland OneContent Project Team. Hyland resources will provide a script to Customer in order to obtain this information; and
 - E. Service Proposal assumes Customer's current OneContent solution has no integrations with third party systems with the exception of Allscripts Paragon. If additional integrations exist, a change order will be required to add additional hours and pricing to the project.
2. Implementation Schedule
 - A. Service Proposal has an estimated duration of sixteen (16) weeks;
 - B. Service Proposal is defined as the duration between the Planning start (Week 1) to Live transition date (Week 16);
 - C. The length of the Service Path may not reflect the length of the full product deployment;

- D. Customer and Hyland will mutually develop and agree upon a project implementation timeline no later than thirty (30) day prior to project kick-off which shall include implementation timelines, critical events, and the respective responsibilities of both Hyland and Customer;
 - E. Service Proposal requires a period of read only access and a period of user downtime that varies dependent upon the size of the database and system configuration; and
 - F. Any request to reschedule the project subsequent to the start of the regression testing, due to no fault of Hyland, will require Hyland to initiate a change order following the Project Change Control Process outlined within this proposal. Hyland will work with Customer to provide a new schedule. If Customer requires Hyland to remain engaged between the original schedule and the new schedule, then Customer agrees to do so on a separate time and materials change order.
3. Hardware Changes
- A. Service Proposal assumes Customer is on Microsoft SQL 2012 and will be updating to at least a minimum version of Microsoft SQL required to meet OneContent version requirements;
 - i. Supported Versions of Microsoft SQL:
 - a. Microsoft SQL 2014
 - b. Microsoft SQL 2016
 - c. Microsoft SQL 2019
 - B. Service Proposal assumes all server operating systems are at a release of Microsoft Windows OS 2012 or newer:
 - i. Supported Versions of Microsoft Windows Server:
 - a. Microsoft Windows Server 2012
 - b. Microsoft Windows Server 2012 R2
 - c. Microsoft Windows Server 2016
 - d. Microsoft Windows Server 2019
 - C. Service Proposal assumes no new hardware will be introduced into the production and test environments.
 - i. Any requests from Customer to implement new hardware into the solution will require a change order to add additional hours to the contract.
4. Remote Work Requirements
- A. Hyland shall provide all work remotely; and
 - B. Remote work requires a mutually agreed upon remote connection to the OneContent environment.
5. Inbound Document Feed Changes
- A. Service Proposal assumes no additions, removals, or modifications will be made to any document feeds, BDI, COLD, or Interfaces. Any inbound feeds requiring modification will require a change order respective of the effort involved in completing the change.
6. Workflow Additions
- A. Service Proposal assumes no additions, removals, or modifications to workflow unless the scope and services for this work is explicitly noted in the Services Overview section of this proposal or functionality of the new release requires changes to support the operation of workflow; and
 - B. Custom workflow deployed by Customer will remain the responsibility of Customer.

7. Client Workstation Rollout
 - A. Service Proposal does not include application rollout management or execution, including Citrix systems and/or remote access methods.
8. Virtual Infrastructure
 - A. Service Proposal assumes Customer has available SAN storage to accommodate new virtual servers per the agreed upon future state design.
9. Testing
 - A. Hyland shall provide remote resources during the first week of the testing period;
 - B. Customer will develop test cases in advance of the testing period of the project;
 - C. Customer performs testing and provides Hyland with a notification of any issues based on the test cases developed by Customer. Hyland tracks the issues during Customer's user testing process using Hyland's issue tracker tool, and updates the Customer once the issues are resolved, whether by Hyland's project team or Customer's project team; and
 - D. Once Hyland determines all issues from testing have been resolved, the solution is ready for Go-Live.
10. Training
 - A. Hyland will provide one remote instance of uplift training on the new features and functionality which will cover each release from the Customer's currently installed release through the upgrade release;
 - B. Customer will be allowed to have up to six (6) resources attend the scheduled new feature and functionality training sessions. Requests for more than six (6) resources will require following the Project Change Control Process requesting a second scheduled training session at an agreed upon time between Hyland and Customer; and
 - C. Uplift training does not include in depth, or refresher training on the overall solution.
11. Go-Live
 - A. Hyland shall provide remote resource support during go-live week;
 - B. Solution will be migrated to Customer's production environment; and
 - C. Hyland shall assist Customer's IT Staff with Go-Live issue resolution.
12. Project Closure
 - A. Service Proposal includes dedicated time for project closure. Hyland's project manager will schedule a meeting with Customer's project manager and project sponsor. The agenda will include introduction to Hyland's Technical Support Team, discussion of the state of relationship between organizations, and next steps for future opportunities as requested by Customer.

Exclusions

The following items are considered out of scope for this engagement:

1. Hyland will install OneContent Foundation EP2 as part of this proposal. If a newer version of OneContent has been release prior to project kick-off, Customer may request a Change Order to installed newly released OneContent version. Customer understands the newly released version could incur additional costs;

2. In depth or refresher training is not include in the project scope. Any requests from Customer for Hyland to provide additional training will require following the Project Change Control Process outlined in this proposal;
3. Due to new hardware being introduced as part of the uplift proposal, data and image migrations are considered out of scope and responsibility of Customer;
4. Proposal does not include services for the OneContent Medical Records Classification feature. A change order and license will be required to implement as part of the uplift: and
5. In the event the Customer requests any additional services not defined in this proposal, Hyland and Customer will determine the scope of the Additional Services to be provided, and the terms and conditions (including fees to be paid) will be contracted for under a new proposal or an agreed upon change order.

Required Resources

Resource
Project Manager
Integration Engineer
Technical Consultant

For details about the required resources, please review Appendix 1. For information about the rate type, please review pricing.

Deliverables

Deliverable
Project Plan
Project Status Report
Software Solution

For details about the deliverables, please review Appendix 2.

Responsibilities

The following information below is intended to provide Customer an understanding of the associated responsibilities of both Customer and Hyland.

Hyland Responsibilities

Hyland shall provide the following.

1. Prerequisite Management (Remote)
 - A. Technical Planning
 - i. Hardware and OS pre-configuration consultation
 1. Review Customers current Patient Folder configuration and ensure what is installed is reflected in the Engineering Master; and
 2. Develop the future state configuration relative to the new OneContent software version.
 - ii. Consulting, Planning and documentation on LUN configuration requirements
 1. Consult with Customer to ensure they understand and have the information required to provision the appropriate storage requirements for the project.
 - iii. Consulting, Planning and documentation on data migration strategy.
 1. Consult with Customer to ensure they have a strategy to perform any data migrations relative to the success of the project.
 - B. Application Planning
 - i. Consult on future state new feature functionality;
 - ii. Consult with Customer on required decisions to implement new features;
 - iii. Deliver design documentation and guide Customer through completion; and
 - iv. Evaluate existing Workflow and deliver required compatibility updates to maintain current functionality with the new OneContent version.
 - C. Interface Planning
 - i. Consulting, Planning, and documentation on external/upstream interface changes; and
 - ii. Consult with the Customer regarding all future state interface configuration changes relative to the success of the upgrade.
2. Project Management (Remote)
 - A. Project Leadership
 - i. Align Hyland and Customer goals to ensure a successful project.
 - B. Escalation Management
 - i. Engage support and escalation resources at Hyland to address critical issues. Any software issues that are discovered during the implementation and are not deemed critical will be logged and prioritized for future release resolution; and
 - ii. Provide timelines and set expectations for issue resolution.
 - C. Scope Management
 - i. The Hyland Project Manager can review additional Service offerings at Customer request. Timelines and scope delivery for any additional Service offerings will be mutually agreed upon.
 - D. Issues tracking and issues report
 - i. Assign issues to appropriate responsible parties; and
 - ii. Follow-up on issues and report back on timelines and set expectations for issue resolution.

- E. Customized project plan
 - i. Develop and publish a project plan to detail the steps and progression to successfully meet the goals of the project.
- F. Test plans
 - i. Provide Customer with the baseline test plan;
 - ii. Set expectations for Customer to provide updates prior to the testing phase; and
 - iii. Track progress of the testing process during the project lifecycle.
- G. Weekly status meetings
 - i. Provide agendas in advance of meetings and meeting minutes following each call.
- H. Live planning, support and transition preparation
 - i. Manage live planning tasks and deliverables through presentation and agreement with Customer;
 - ii. Provide finalized uplift documentation required for a successful transition to Hyland technical support; and
 - iii. Schedule the necessary calls required to transition Customer to Hyland technical support.
- 3. Technical Assistance (Remote)
 - A. Hyland Software load and configuration
 - i. Hyland will install and configure the OneContent software and test to ensure it functions as expected.
 - B. Regression testing support. (Remote)
 - C. Assistance with issue resolution. (Remote)
 - i. Hyland will assign owners to issues and set expectations with Customer for related resolutions.
 - D. Go Live Support (Remote)
 - i. Hyland will assign owners to issues and set expectations with Customer for related resolutions.
- 4. Application Assistance (Remote)
 - A. Provide new feature build guidance
 - B. Regression testing support
 - i. Application regression testing is the primary responsibility of Customer where Hyland provides product knowledge and expertise to answer Customer questions and provide suggestions relative to Customer needs.
 - C. Assistance with issue resolution. (Remote)
 - i. Hyland will assign owners to issues and set expectations with Customer for related resolutions.
 - D. Go Live Support (Remote)
 - i. Hyland will assign owners to issues and set expectations with Customer for related resolutions.
- 5. Interface support (Remote)
 - A. Setup/verify interface feed for new environment
 - i. Hyland will configure the OneContent environment to ensure required interfaces are tested in the application and work with Customer to ensure they understand their responsibilities relative to external interface needs to OneContent.
 - ii. Implementation of interface release modifications
 - 1. Hyland will apply all required modifications relative to the new software release required for full functionality.
 - B. Assistance with issue resolution

- i. Hyland will assign owners to issues and set expectations with Customer for related resolutions.
 - C. Go Live Support (Remote)
 - i. Hyland will assign owners to issues and set expectations with Customer for related resolutions.
- 6. Education (Remote)
 - A. Hyland will provide one instance of uplift training on the new features and functionality which will cover each release from the Customer's currently installed release through the uplift release;
 - B. Training is intended for Managers and Super Users who are responsible for the training of others;
 - C. This training will include application training covering the changes in the interface and work processes for both super users and technical teams;
 - D. Training is intended for up to six (6) individuals; and
 - E. Uplift training does not include in depth or refresher training on the overall system.

Customer Responsibilities

Customer shall provide the following.

1. Customer shall cooperate with Hyland in the Services of the implementation, and shall perform the functions assigned to Customer in the implementation plan, including but not limited to:
 - A. Completion of the provided Test Plan including any unique process validation not outlined in the baseline test scenarios;
 - B. Establishing connectivity to all sending systems and conducting a thorough volume and variety validation of all interfaces. Customer owns any necessary redirection of port/IP/directories on the sending systems;
 - C. Validation of all workflow threads;
 - D. Completion of application build as outlined during the Application Design period; and
 - E. Delivery of end user training to all impacted end users.
2. During the OneContent uplift, Customer must ensure the availability of resources to lead the project effort. The Customer Resource Profile includes:
 - A. Project Manager
 - F. Interface Analyst
 - G. Technical Analyst
 - H. Application Analyst
 - I. System Administrator
 - J. Training Coordinator
 - K. Physician Champion
3. Customer must have a dedicated System Administrator.
4. Customer agrees not to initiate new work orders and to temporarily cease work on existing work orders that would change Customer's existing software once the "Software Freeze" date has been established, until after returning to standard Customer support.
5. Prerequisite Management
 - A. Customer will complete timely review of all available software release documentation in preparation for design and infrastructure consultation and changes;

- B. Customer will provide network connectivity and such network connectivity will be implemented prior to the Start Date. Customer will provide access with detailed list of server names, IP addresses, user names and passwords;
 - C. Hardware and OS pre-configuration consultation;
 - i. Timely review of Customers current OneContent configuration to ensure what is installed is reflected in the Engineering Master.
 - ii. Promptly and thoroughly review with Hyland the future state configuration relative to the new OneContent software version.
 - D. Consulting, Planning and documentation on LUN configuration requirements;
 - i. Make available technical resources timely and consistently for review and consultation of infrastructure changes.
 - ii. Timely participation, review, and agreement to required storage provisioning needs.
 - E. Consulting, Planning and documentation on data migration strategy;
 - i. Make available technical resources timely and consistently for review and consultation of data migration changes (if applicable).
 - ii. Timely participation, review, and agreement to required data migration strategy (if applicable).
 - F. New feature functionality build decisions; and
 - i. Participation in new features review.
 - ii. Participation in regular design meetings.
 - iii. Timely review and build decision completion for new feature implementation.
 - G. Consulting, Planning and documentation on external/upstream interface changes.
 - i. Participate in consulting efforts regarding all future state interface configuration changes relative to the success of the upgrade.
6. Project Management
- A. Project Leadership
 - i. Align Customer and Hyland goals to ensure a successful migration.
 - B. Escalation Management
 - i. Provide timely details related to issue status, steps to reproduce, severity, and business impact; and
 - ii. Provide timely resources and systems required for validation of provided resolutions.
 - C. Issues tracking and issues report
 - i. Report all issues using the Hyland issue management system;
 - ii. Assign issues to appropriate responsible parties; and
 - iii. Follow-up on issues and report back on timelines and set expectations for issue resolution.
 - D. Test plans
 - i. Customize baseline test plan;
 - ii. Customer will review the standard system test plan and revise to include any unique testing related to Customer's business operations and use of the system at least 2 weeks prior to the regression testing week Align resources and schedule for testing with the required test expectations;
 - iii. Provide regular timely updates on testing progress;
 - iv. Customer agrees to complete test plan minimum of two week prior to Go Live;
 - v. Customer agrees to provide Hyland a copy of completed Test plan; and
 - vi. Failure to provide a Completed Test plan may result in a rescheduling of the project slot until Test plan is completed and the rescheduling fee will be charged.

- E. Live planning, support and transition preparation
 - i. Participate in live planning and resource assignment for required tasks;
 - ii. Setup command center and communication plan for all live support; and
 - iii. Report all issues using the Hyland issue management system.
- 7. Technical Functions
 - A. Meet and provide prerequisite deliverables as outlined during design phase and software documentation including:
 - i. Setup and deployment of additional virtual machines per agreed upon design efforts;
 - ii. Provide and deploy identified storage required per agreed upon design efforts to hardware infrastructure;
 - iii. Presentation of LUNS to virtual machines;
 - iv. Plan and configure load balancer updates per Hyland best practices; and
 - v. Acquire all required SSL certificates and deploy per Hyland best practices.
 - B. Deployment planning, testing, and execution including all required scanner setup and installation, all client workstations, Citrix configuration, and any other remote access methods.
 - C. Align resources with duration of testing efforts and provide system monitoring as per the Hyland OneContent recommended best practices.
 - D. Align resources with duration of go live efforts and provide system monitoring as per the Hyland OneContent recommended best practices.
- 8. Application Functions
 - A. Configuration of new build requirements;
 - B. Provide senior leadership and physician engagement for adoption of new features;
 - C. Completion of regression and integrated testing test plans;
 - i. Align resources with duration of regression and integrated testing efforts.
 - D. Timely and thorough issue reporting; and
 - E. Align resources with duration of go live efforts.
- 9. Interface Functions
 - A. Setup/verify interface feed for upgrade environment – Customer will configure the external/upstream interfaces to point to the necessary test and production OneContent environments;
 - B. Testing of interface release modifications - Customer will validate all modifications relative to the new software release required for full functionality;
 - C. Assistance with issue identification and resolution; and
 - i. Align all Customer and third party resources with the duration of the regression and integrated testing efforts; and
 - D. Go-Live Support
 - i. Align all Customer and third party resources with the duration of the go live efforts.
- 10. Education Coordination
 - A. Participants should include the Customer's project manager, HIM Director or Manager, HIM Imaging Coordinator and other Super Users, Patient Financial Services Director or Manager, Patient Financial Services Imaging Coordinator and other Super Users, Patient Access/Registration Imaging Coordinator and Super Users, System Administrator and Interface Analyst; and
 - B. Upon class completion, participants will be responsible for the coordination and delivery of education to all end users.

Generic Implementation Schedule

*Actual schedule may vary

Project Phase	Customer Responsibilities	Hyland Responsibilities
Kick-Off, Planning, and Design	<ul style="list-style-type: none"> ▪ Assign resources according to the OneContent Customer Resource Profile ▪ Participate in kickoff meetings ▪ Verify Hyland remote connectivity to all OneContent system components ▪ Verify backup solution for test and production ▪ Prepare current state and future state rack diagrams for both test and production environments ▪ Verify current interfaces ▪ Procure and deploy new virtual infrastructure ▪ Participate in consulting, discovery, & design meetings (technical, application, & interface) ▪ Complete required new feature build decision documentation ▪ Download all OneContent software ▪ Prepare for software upgrade to future Production and future Test environments ▪ Provide the appropriate MS SQL media ▪ Provide current OneContent SQL Fragment Report 	<ul style="list-style-type: none"> ▪ Assign OneContent Upgrade project team ▪ Schedule Project Kickoff meeting ▪ Schedule weekly team calls ▪ Communicate site preparation requirements ▪ Verify connectivity ▪ Conduct Kickoff meeting ▪ Guide Customer in identifying business process changes related to upgrade ▪ Consult on new feature functionality & required build decisions. ▪ Consult on development of Customer end-user training plan and materials ▪ Provide regression and integrated test plan template ▪ Monitor new feature functionality build decision completion ▪ Guide Customer in identifying business process changes related to upgrade ▪ Provide scripts to Customer for SQL Fragment Report
Install and Build	<ul style="list-style-type: none"> ▪ Prepare application deployment plan ▪ Prepare for business process change management ▪ Customize regression and integrated testing plans ▪ Confirm test interfaces are flowing to OneContent future Production & future Test systems or possibly configure interfaces for testing. ▪ Execute new feature functionality builds/configuration 	<ul style="list-style-type: none"> ▪ Perform OneContent software and component upgrade/configuration ▪ Perform OneContent interface upgrade/configuration ▪ Provide guidance during new feature functionality builds ▪ Run SQL Conversion Utility
Education	<ul style="list-style-type: none"> ▪ Receive remote OneContent Super User Education ▪ Develop Customer end-user training plan ▪ Schedule Customer end-user training sessions 	<ul style="list-style-type: none"> ▪ Provide OneContent Super User Education ▪ Consult on development of Customer end-user training plan and materials

Project Phase	Customer Responsibilities	Hyland Responsibilities
	<ul style="list-style-type: none"> ▪ Execute Customer end-user training 	
Test	<ul style="list-style-type: none"> ▪ Execute regression test plan ▪ Prepare for integrated system test ▪ Execute and complete integrated system test ▪ Perform volume testing ▪ Finalize volume testing ▪ Finalize application deployment plan ▪ Validate interfaces to the test environment ▪ Validate configuration of the test environment ▪ Sign off on testing ▪ Deliver completed test plan to Hyland 	<ul style="list-style-type: none"> ▪ Assistance executing regression test plan ▪ Issue resolution and management ▪ Provide guidance to Customer on test system configuration and validation
Go-Live Preparation	<ul style="list-style-type: none"> ▪ Identify key people for productive use support ▪ Finalize application deployment plan ▪ Finalize test system readiness ▪ Prepare for Go-Live ▪ Finalize Go-Live plan 	<ul style="list-style-type: none"> ▪ Provide Go-Live plan ▪ Assist in issue resolution ▪ Provide guidance to customer on production planning and procedure definition. ▪ Review final preparation of Go-Live plan
Go-Live	<ul style="list-style-type: none"> ▪ Assist in production mode procedures ▪ Attend Go-live meetings ▪ Execute application deployment plan ▪ Evaluate project ▪ Production system use ▪ Post activation issue resolution ▪ Good health validation 	<p>Upgrade production environment</p> <p>Provide remote support during upgrade of Production environment</p> <p>Conduct follow-up meeting with Customer to evaluate Implementation Project results</p> <ul style="list-style-type: none"> ▪ Issue resolution management ▪ Address post activation issues remotely
Transition	<ul style="list-style-type: none"> ▪ Transition Upgrade Project to Hyland Technical Support at the end of first Live week 	<ul style="list-style-type: none"> ▪ Structured transition to Hyland Technical Support at the end of first Live week

KEY ASSUMPTIONS

The following are key assumptions that impact the success of the solution, and are applicable to all Project Areas within this Services Proposal:

1. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
2. Upon execution of contract by Customer and Hyland, Hyland shall send a Welcome email to Customer with a questionnaire for Customer completion. Customer is responsible for completing questionnaire and returning to Hyland before Hyland can assign project resources and kick-off the project defined within the contents of the executed proposal;
3. Professional Services will be delivered utilizing Hyland's standard implementation methodology;
4. Professional Services will be provided remotely from Hyland offices:
 - A. When providing remote services, Hyland and Customer will discuss generally acceptable working hours and take into consideration time zone differences. Issues deemed as non-critical will only be addressed during normal business hours.
5. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline will result in changes to project costs;
6. Each deliverable created will use Hyland's standard deliverable templates. Customer requested changes to deliverable templates may increase project costs or introduce timeline delays; and
7. If necessary, after execution, this Services Proposal or corresponding agreement can be adjusted in scope, or a new agreement issued, following the Project Change Control Process.

CUSTOMER OBLIGATIONS

To facilitate Hyland's execution of the Professional Services, Customer agrees, at a minimum, to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will likely affect project duration, cost and/or quality in the execution and completion of Professional Services.

Project Personnel

1. Customer will assign a project sponsor, who will be actively involved in the project(s) and is the final escalation point for all issues and decisions:
 - A. The project sponsor will also ensure that the appropriate Customer personnel are assigned and made available to execute the project(s) successfully.
2. Customer will assign a project manager, who will act as a single point of contact for the Hyland project team and whose responsibilities include, but are not limited to, the following:
 - A. Managing all customer obligations as defined within this Services Proposal; and
 - B. Coordinating all key departmental decision makers, technical experts, subject matter experts, end user representatives, third party software application resources and project sponsorship.
3. Customer will designate a Software administrator who will undergo any applicable Software training recommended in order to participate actively throughout the project(s) and support all Software environments and solutions:
 - A. Software training course(s) (if recommended) are provided separately from this Services Proposal by the Hyland Account Manager.
4. Customer will engage the appropriate business process owners to the project(s), as well as subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles:
 - A. Business process owners and subject matter experts will be required to attend and contribute to all project meetings to which they have been invited for the duration of the project(s).
5. Customer will provide Information Services (IS)/Information Technology (IT) representative(s) to assist with the Software installation with regard to network and system administration;
6. Customer will provide trained technical team member(s) to assist in supporting and maintaining all aspects of the hardware, network, and/or database maintenance plans throughout the project(s);
7. Customer will provide vendor resources, interface specialists, technical experts, and/or subject matter experts deemed necessary for third party system(s) with which Software will integrate or from which content will be migrated;
8. Customer will make reasonable efforts to maintain consistent resources throughout the project(s):
 - A. Any anticipated changes to the core team must be communicated in writing within five (5) business days;
 - B. If the change is due to illness or termination of the core team member, the change must be communicated as soon as possible.

Project Management

1. Customer will review the remaining work effort with the Hyland project team throughout the project(s). If, at any time, the number of hours required to complete a project phase exceeds the number of hours estimated by the project teams for that phase, then Hyland will incorporate the Project Change Control Process prior to exceeding the budgeted number of hours;
2. Customer will review all deliverables in accordance to the agreed upon plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process;
3. Customer will execute timely decision-making, completion of all deliverables and action items and resolution of issues throughout the course of the project(s); and

Software Installation, Access, Integrations and Deployment

1. Customer will ensure all hardware is in place and made ready as dictated by the implementation schedule. This includes full, independent access to all environments in which Hyland is required to work including environments required for migrations or integrations, or multiple development, testing and production environments for Software:
 - A. Local and remote VPN access must be provided to applicable Hyland resources through the use of dedicated user account(s) with appropriate privileges to the Software and/or relevant third party applications; and
 - B. Access must be provided prior to Hyland's arrival at Customer facilities and/or project discovery sessions.
2. Customer will provide a properly setup environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third party software;
3. Customer will have at least one (1) non-production Software environment for installation and deployment;
4. Customer will provide proper setup of networking and required third party software environment(s) in accordance with Hyland's prerequisites;
5. Customer will provide all necessary components including, but not limited to, power, lighting, network connections/rights and environmental controls deemed necessary for the proper functioning of and access to the system;
6. Customer will manage setup, execution, and validation of database maintenance plan(s) for each Software instance;
7. Customer will perform routine, scheduled backups and maintain disaster recovery and contingency plans for each Software instance;
8. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;
9. Customer will package and deploy all Software clients, unless otherwise defined within this Services Proposal; and
10. Customer will deploy all supporting Software client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) required for the Software solution.

Testing/Training

1. Customer will manage the deployment of Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software/clients, unless otherwise defined within this Services Proposal;
2. Customer will prepare and supply the necessary testing/training resources including, but not limited to, the following:
 - A. Sample, production-like, content;
 - B. Electronic feeds; and
 - C. Paper documents.
3. Customer will secure training room(s) ensuring that all resources participating will have the proper workstations and materials, as set forth by the Hyland project team:
 - A. If these provisions are not met, Hyland has the right to cancel and reschedule training.
4. Customer will create, maintain, and execute test plans and cases, as well as track and report testing results during the testing cycle(s); and
5. Customer will train additional end users on the use of the Software.

PROJECT CHANGE CONTROL PROCESS

Requested changes to this Services Proposal will be managed using the Project Change Control Process outlined below.

If any party believes that a change to this Services Proposal is warranted, the party shall issue a Change Request in writing. The Hyland and Customer project teams will review the Change Request, determine the impact and attempt to agree to the change(s). Once the change(s) are agreed upon, Hyland will provide a formal Change Order to Customer outlining the change in Professional Services, the impact on hours, resources, timeline and/or cost.

Customer and Hyland will fully execute each mutually agreed upon Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any changes to this Services Proposal with enough lead-time to minimize the influence on the project. No Change Order is binding upon the parties until it is executed by both Customer and Hyland.

PRICING

Customer acknowledges that the Professional Services pricing is based solely on the information provided to Hyland and referenced in the above Project Areas.

Time and Materials Projects

Project	Work Hours	Totals (USD)
Project 1 – OneContent Foundation Uplift	310	\$69,750.00
After Hours for Project 1	28	\$9,450.00
15% Discount		(\$11,879.86)
Total	270	\$67,320.14

Rate Type	Standard Hourly Rate	Discounted Standard Hourly Rate	After-Hours Hourly Rate	Discounted After-Hours Hourly Rate
Project Manager	\$225.00	\$191.25	\$337.50	\$286.88
Technical Consultant	\$225.00	\$191.25	\$337.50	\$286.88

Pricing Assumptions

The pricing was created using the following assumptions:

1. The above pricing includes estimated Professional Services fees anticipated to complete the project(s) successfully;
2. For Project 1, Hyland recommends all resources to be remote to maximize project success;
3. Customer billing will start from July 1st 2022;
4. The above pricing reflects a one-time, Fifteen percent (15%) discount against Hyland Professional Services rates; and
5. The time and materials estimate(s) provided to complete the Professional Services are provided for convenience only and are an approximation of the anticipated amount of fees needed to complete such Professional Services. Customer will be invoiced monthly based on the amount of time actually required to complete such Professional Services and the applicable hourly fees and any applicable travel expenses;
6. Any additional Professional Services requested of Hyland resources in alignment to this Services Proposal, which have been facilitated by the Project Change Control Process, will be charged at the then current standard Hyland resource rates.

Go-Live After-Hours Support

1. Go-Live After-hours or weekend support will be made available for this project:
 - A. After Hours shall be defined as after normal business hours of 8am to 5pm local time, Monday and Tuesday not including observed national holidays;
 - B. Weekend Support shall be defined as 1pm to 12am local time, Sunday;
 - C. A maximum of eight (8) hours per resource, per shift, with a rest period of eight (8) hours rest between each engagement; and

D. All After Hours work is billed at time and a half (1.5 x bill rate).

SIGNATURES

Northern Inyo Healthcare District

Hyland Software Inc.

By:

By:

Name: (Print)

Name: (Print)

Title:

Title:

Date:

Date:

Purchase Order #: _____

(Invoices issued hereunder may not reflect a PO number if this field is not completed)

APPENDIX 1 – RESOURCE DESCRIPTIONS

The following table provides an overview of the Hyland Global Services resource types and their corresponding responsibilities. Please reference the specific Project Areas for a listing of the required resources.

Resource Type	Responsibilities
Project Manager	Provides project management expertise and is the initial point of project escalation.
	Manages project initiation, develops the project plan, and coordinates schedules and resources. Tracks burn down rates, project/solution issues, scope creep and impact, generating change orders as needed.
Technical Consultant	Provides expertise on Software installation and module configuration.
	Documents business requirements, installs and configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.

APPENDIX 2 – DELIVERABLE DESCRIPTIONS

The following table provides an overview of the Hyland project deliverables. Please reference the specific Project Areas for a listing of the applicable deliverables.

Deliverable	Description
Project Plan	Defines the projected schedule of project events from initiation through closure.
	Delivered within the initiation/discovery phase and updated throughout the project.
	Includes the activities, deliverables, assignments and dates required to complete the project.
Project Status Report	Provides an overview of project health and important related details.
	Delivered after initiation and then regularly throughout the project in a frequency to be determined by the Hyland and Customer Project Managers (e.g., bi-weekly).
	Includes details about the project health, financials (budgeted vs. actuals), critical action items, upcoming key activities, outstanding deliverables, change requests and notable issues/risks.
	Each updated report requires a shared review with Customer and Customer verification for accuracy.
Software Solution	The Software configuration delivered at the conclusion of the Project, as described in the project scope.
	Implementation of the requirements defined in the project scope.

SCHEDULE 1 – TERMS AND CONDITIONS

1. DEFINED TERMS.

“Professional Services” shall mean the services performed under the Services Proposal within which this Schedule is incorporated.

“Software” means Hyland’s proprietary software products for which Customer has obtained a valid license from Hyland or one of its authorized solution providers.

“Specifications” means the definitive, final functional specifications for Work Products, if any, produced by Hyland under the Services Proposal.

“Working Hour” means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours.

“Work Products” means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Schedule. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Hyland to Customer as part of the configuration of the advance capture module of the Software.

2. FULFILLMENT. Hyland will provide the Professional Services as mutually agreed under the Services Proposal. Hyland will provide the Professional Services described in this mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure, Hyland agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services. The parties agree that any Professional Services or Work Products described in the Services Proposal that have been performed or developed, in whole or in part, prior to the execution of this Services Proposal by the parties nevertheless shall be covered by all terms and conditions of this Services Proposal.

3. CHANGES TO SERVICES PROPOSAL. Hyland or Customer may, at any time, reasonably request a change to any Service Proposal. Any requested change that the parties mutually accept (a “Change”) will be set forth in a written change order prepared by Hyland and agreed to and signed by both parties that specifically references the relevant Service Proposal. In the event the parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant Services Proposal, either party may terminate such Service Proposal upon not less than thirty (30) days advance written notice to the other party.

4. CUSTOMER’S OBLIGATIONS.

4.1 Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services under this Services Proposal; will provide the resources specified in the relevant Services Proposal; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the Services Proposal. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the Services Proposal, Hyland’s ability to provide such Professional Services, meet the performance schedule set forth in such Services Proposal and keep services fees reasonably in line with any estimates given in the Services Proposal may be adversely affected. During any period in which Hyland is performing services hereunder, Customer shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the Software, hardware or virtual machines allocated to the Software system. Remote and local access will be granted for all provisioned environments, including production.

4.2 Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

4.3 Protection of Customer’s Systems. CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

4.4 Safe Work Environment. Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer’s premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. SERVICES FEES. Except as otherwise provided in the Services Proposal: (a) Hyland will charge services fees to Customer for Professional Services at Hyland’s then-current standard list price for the applicable Professional Services; and (b) Hyland shall invoice Customer for Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees; and Customer shall pay in full within thirty (30) days after the invoice date. Any estimates of fees or Working Hours required to complete the project are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

6. TRAVEL AND EXPENSES. Customer shall be responsible to pay or reimburse Hyland for all customary and reasonable out-of-pocket costs and expenses incurred by Hyland in connection with the performance of services under this Services Proposal (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with Hyland’s applicable internal policy for the reimbursement of costs and expenses to its employees (“Hyland Expense Policy”). Except as otherwise provided in any applicable Services Proposal, Hyland shall

invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears; and Customer shall pay in full each such invoice in accordance with the General Terms.

7. CERTAIN REMEDIES FOR LATE PAYMENT. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Services Proposal unless and until such default has been cured.

All payments under this Services Proposal are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

8. WORK PRODUCTS

8.1 Ownership. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. Hyland or its suppliers retain on an exclusive basis for itself or themselves all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Hyland in the performance of the Services Proposal, including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated with the Work Products.

8.2 Work Products License. Customer agrees to take all reasonable steps to protect all Work Products, and any related documentation from unauthorized copying or use. Hyland grants to Customer a limited, non-exclusive and non-assignable license for the duration of the term of the license agreement pursuant to which Customer received the right to use the Software with which the Work Products will be used ("License Agreement"), to use the Work Products only internally, only in connection with Customer's own data and only in connection with Customer's authorized use of the software under the License Agreement. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason. Customer further agrees that, in connection with any use of the Work Products by Customer, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore.

8.3 Modification of Work Products.

8.3.1 Form of Delivered Work Products. The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

8.3.2 Configuration Work Products. If Hyland delivers a Work Product: (a) in the form of (i) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a "Configuration Work Product"), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

8.3.3 Independent Work Products. If Hyland delivers a Work Product which is not a Configuration Work Product (an "Independent Work Product"), then, except as otherwise provided in the last sentence of this paragraph, Customer may not alter or modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify, and if necessary, compile the delivered format of the Independent Work Product, provided such modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

9. LIMITED WARRANTY FOR SERVICES AND WORK PRODUCTS

9.1 Limited Warranty for Professional Services. For a period of sixty (60) days from the date of completion of Professional Services, Hyland warrants to Customer that such Professional Services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes (a) non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Services Proposal; and (b) any Professional Services in the nature of staff augmentation.

9.2 Limited Warranty for Work Products. For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specifications, or (c) misused or abused.

9.3 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under Sections 9.1 and 9.2 shall be as follows: provided that, within the applicable sixty (60)-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies), or, in the case of a Work Product, either repair or replace the non-conforming Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity. If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time or determines that repair or replacement of the Work Product is not commercially reasonable, Customer's sole and exclusive remedy shall be to terminate the Services Proposal,

in which event Hyland will refund to Customer any portion of the services fees under such Services Proposal relating directly to such non-conforming Professional Services or to the creation and implementation of the non-conforming Work Product, in either case paid prior to the time of such termination.

9.4 Disclaimer of Warranties. Except as expressly set forth above, Hyland makes no warranty or representations regarding any Work Products, information or services provided under this Services Proposal. Hyland disclaims and excludes any and all other express, implied and statutory warranties, including, without limitation, warranties against infringement, the implied warranties of merchantability and fitness for a particular purpose, and warranties that may arise or be deemed to arise from any course of performance, course of dealing or usage of trade. Hyland does not warrant that any services, Work Products provided will satisfy Customer's requirements or are without defect or error, or that the operation of any software provided under this Services Proposal will be uninterrupted. Hyland does not assume any liability whatsoever with respect to any third party hardware, firmware, software or services.

10. TERMINATION.

10.1 By Customer. Customer may terminate the Services Proposal for breach as stated in section 10.2. below or for convenience, upon not less than thirty (30) days advance written notice to Hyland to such effect.

10.2 By Either Party. Either party may terminate the Services Proposal, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Schedule and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party.

10.3 Terminating a Services Proposal. In the event of any termination of a Services Proposal, Customer agrees to compensate Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

11. LIMITATIONS OF LIABILITY.

11.1 HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROPOSAL, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THIS SERVICES PROPOSAL.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

12. GENERAL TERMS

12.1 Force Majeure. No failure, delay or default in performance of any obligation of a party to this Services Proposal (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Services Proposal is postponed or extended pursuant to this section for longer than ninety (90) calendar days, Customer, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Customer will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Schedule.

12.2 Governing Law and Jurisdiction. This Services Proposal and any claim, action, suit, proceeding or dispute arising out of this Services Proposal shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Delaware U.S.A. (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Services Proposal shall vest exclusively in the federal or state courts of general jurisdiction located in Delaware U.S.A.

12.3 Binding Effect and Assignments. This Services Proposal shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Services Proposal, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

12.4 Entire Agreement. The Services Proposal (including this Schedule) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. To the extent there is a conflict between this Schedule and the Services Proposal, the terms of this Schedule control.

*** END OF DOCUMENT ***

**NORTHERN INYO HEALTHCARE DISTRICT
BOARD OF DIRECTORS
GOVERNANCE COMMITTEE
MINUTES**

Thursday, February 3, 2022 at 7:00a.m.
Teleconference

1. CALL TO ORDER

2. ROLL CALL

Board: Jody Veenker, Chair; Jean Turner, Treasurer
Staff: Kelli Davis, Chief Executive Officer
Other: None

3. ITEMS FOR COMMITTEE DISCUSSION AND/OR RECOMMENDATION

3.1 NIHD Bylaws Review

3.1.1 Article VI, Committees, Section 2, Item C, Governance Committee, definition of.

3.1.2 Article VI, Committees, Section 2, Item C, Governance Committee, functions of.

Review and discussion of the definition and functions of Governance Committee as outlined in the current NIHD Board Bylaws. Importance of aligning the Governance Committee role with the adopted NIHD strategic plan was noted. CEO was requested to provide examples of such alignment to Board Chair and Treasurer. Additional discussion took place regarding historical revisions of Bylaws and defining clear processes for Board approved Bylaws revision, formalizing the revisions and facilitation of Board review and access to the most current edition of the Bylaws. CEO will discuss use of current Policy Platform for capturing and tracking revision and finalization processes.

Further discussion will take place at the next Governance Committee Meeting.

3.2 NIHD Board Policies Review

3.2.1 Governance Committee review and discussion of the list of Board policies.

Discussion took place regarding expansion of current practices for Board member review/revision of Board owned policies. Further discussion to take place at next Governance Committee meeting. CEO was requested to send all Board policies to Chair and Treasurer prior to next meeting.

3.3 Board Governance

3.3.1 Board Self-Assessment Update

Discussion took place regarding the process of and content of 2019 Board Self-Assessment. Outreach to Amber King of ACHD for best practice and additional information on the self-assessment tool provided through ACHD free of charge to members. ACHD currently uses the Walker Group for District self-assessments. CEO will look into availability for Amber King to join next Governance Committee meeting for questions.

3.3.2 Chief Executive Officer Evaluation Update

