

Intelligent Medical Records as a Service (IMRaaS) Schedule

Intelligent Medical Records as a Service; Add-On Services

Hyland will provide to Customer Intelligent Medical Records (IMR) as a Service (IMRaaS) during an "Initial Term" as defined in the "Term and Termination" section below. As used herein, "IMRaaS" shall mean the services described in the "Services Description" section and appendices 1 and 3 below, and are provided as follows:

- IMRaaS shall be limited to the existing Software solution(s) deployed on the following Hyland Software products: OnBase Workflow and Brainware;
- IMRaaS supports one (1) production and two (2) non-production environments. Hyland's involvement may range owning specific tasks to consultation only;
- All services will be performed remotely; provided, that if discovery services are purchased as an add-on service (see Appendix 2 for description), such services will be performed at Customer's site for up to three (3) days, with the remainder of the work being performed remotely;
- Services will be provided in English only;
- Services will be provided during Standard Business Hours defined as 8:00 a.m. to 6:00 p.m. Customer's local time zone Monday through Friday, in Customer's designated primary location; and
- Resources assigned to perform the Services may be employees or agents (including third party contractors) of Hyland Software, Inc. or its' subsidiaries located in other countries. Such resources may have access to Customer's data and Customer consents to such access and, to the extent applicable, waives any restrictions in the Underlying Agreement (as defined in the Order Form, if applicable) prohibiting the use of such resources or access to Customer's data as needed to perform the Services.

Add-On Services are described in **Appendix 2**. Customer may purchase Add-On Services by designating on the Order Form those Add-On services it requires.

Services Description

"IMRaaS" means the Professional Services described in the table below. Descriptions of such services are provided in **Appendix 1** and **Appendix 3** below.

Services	IMRaaS
IMR Solution (Appendix 3)	Included
Defined Service Level Objectives (SLOs)	Included
Service Desk	Designated
Service Delivery Manager	Designated
Monthly Activity Report	Included
Administration	Included
Configuration Management Database	Included
Solution Design Documentation	Included
Quarterly Sponsor Review	Included
Long-Term Release Management	Included
Incident	Review Response Resolution
Change	Review Response Resolution
Release	Review Response Resolution
Problem	Review Response Resolution

Assumptions

IMRaaS is based upon the below limitations and assumptions being true. If for any reason these assumptions are not true, this could result in a scope change and may have an impact on Hyland's ability to provide the IMRaaS, as well as the proposed cost and timeline to deliver such services:

1. Hyland will coordinate normally scheduled vacation and holiday absences with Customer in advance of those absences. Hyland will notify Customer when a given resource is unavailable due to sickness;
2. Customer is aware that IMRaaS is intended to assist with specific requests for assistance, and shall not be used to support in-depth or ongoing project activities, unless planned for in advance and mutually agreed in writing. Requests for Professional Services that do not constitute IMRaaS shall be provided under a separate mutually agreed upon and executed services proposal or a change order executed by the parties pursuant to the Project Change Control Process described below; and
3. Customer understands IMRaaS is intended to supplement Customer's needs beyond standard technical support.

Exclusions

The following items are not covered under IMRaaS:

1. Consultation, expertise and/or support of third party software or hardware;
2. Services to support Customer end users (including, but not limited to, manual password resets, taking support calls from users, end user training), unless otherwise agreed to by Hyland.
3. Replacement for general Technical Support or Cloud Product Engineering Support;
4. Custom scripted elements and custom development, unless Customer has purchased the Custom Scripting Enhancement/Development Add-On;
5. Direct database modifications; and
6. Full project management and delivery utilizing Hyland's formal project methodology in any form.

Requests for excluded items or Professional Services that do not constitute IMRaaS may be provided under a separate mutually agreed upon and executed services proposal or a change order executed by the parties pursuant to the Change Control Process.

Initiating Service Requests and Change Requests

1. Customers shall communicate Service Requests and/or Change Requests to the Service Desk by opening an "Issue" via the Hyland Community Customer Project Portal;
2. Unless explicitly identified, all Service Requests and Change Requests must be reported directly to the Service Desk and cannot be communicated through any indirect means. Any indirect communicated Service Requests and Change Requests are not subject to the obligations as defined in the Service Level Objectives;
3. Customer is responsible for proposing Issue severity level classification upon submission, which may be modified by Hyland after review;
4. Customer personnel who contact the Service Desk must be authorized by the Service Delivery Manager and qualified to interact on a technical basis at a level required to support the existing Hyland solution. The Service Desk will not respond to requests from non-authorized personnel.
5. Hyland will determine whether the request submitted constitutes a Service Request or a Change Request. If the request is determined to be a Change Request, then Hyland will provide the services described below under the section titled

“Change Requests” below.

6. Resolution for Service Requests and Change Requests are as follows:
 - A. Service Request resolution activity will be performed by Hyland and Customer at a mutually agreed upon time upon Review and Response of the Service Request;
 - B. Any Change Request for off-hours maintenance windows, extended involvement such as blocks of time of eight (8) hours or more, or other activities requested to be performed by Hyland, are subject to Hyland review and must be requested and scheduled 72 hours in advance.
7. Customer must respond to the Hyland Service Desk in a timely manner for the purposes of resolving an open issue. If Customer fails to respond after two (2) attempts by Hyland to contact and coordinate with Customer, within a seventy-two (72) hour period, Hyland will close the case.

Change Requests

1. Hyland will evaluate all Change Requests to determine the work effort associated with the request. Based upon the anticipated work involved, Customer may elect to have Hyland perform services to affect the Change, or consultation services only. Customer's ability to receive consultation services related to a Change Request shall not be restricted; however, Customer will be limited to fifty (50) elective service engagements in response to Change Requests per twelve (12) month period, to be managed in the following manner:
 - A. Customer will receive an “account balance” of fifty (50) elective service engagements. All Change Requests for which active services are requested will be charged a minimum of one (1) active service engagement;
 - i. Elective service engagements will be deducted from Customer's balance when the Response is provided by Hyland;
 - ii. Hyland reserves the right to charge multiple elective service engagements from the account balance for requests which encompass multiple component changes (and will advise Customer of the number of elective service engagements to be charged, if applicable);
 - iii. Provided Customer's elective service engagement balance is sufficient (or Customer purchases additional Change Requests, if required), and subject to (iii) below, Hyland will perform the work required to address the Change Request. If Customer's elective service engagement balance is insufficient, Hyland will perform only consultation services relating to the Change Request (subject to Customer's election to purchase additional Change Requests);
 - iv. Notwithstanding the foregoing, Hyland reserves the right to require a separate Professional Services engagement for requested changes which are determined to require work which is not typically addressed by the managed services delivery team (such as Software conversions or implementations);
2. Unused elective service engagements will not be rolled over into any subsequent period or renewal term
3. In a single month, Customer may request active services relating to Change Requests that total no more than twenty-five (25) percent of the total annual elective service engagement allotment;
4. Elective service engagements are scheduled services subject to mutually agreed upon timelines;
5. Hyland will prioritize all elective service engagements received from the Customer and will determine the order of changes to be scheduled and completed;
6. Hyland will provide a monthly report of elective service engagement information that will include the following information:
 - i. Opening balance

ii. Credits

iii. Debits

iv. Remaining balance

7. Hyland will make reasonable efforts to respond to emergency Change Requests as priority requests, utilizing available resources on an as-needed basis, which may be different from normally designated resources;
8. Customer is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Change Requests. Hyland reserves the right to close Change Requests if insufficient details are provided by the Customer or Customer is non-responsive to requests from Hyland for additional information or participation; and
9. Hyland will train qualified, designated representatives from the Customer on newly deployed functionality. However, it is the responsibility for the Customer to train all end-users.

Service Level Objectives (SLO)

Characteristic	Definition	Service Level Objective (SLO)	
<p>System Outage</p> <p>The primary business function is stopped with no redundancy or backup.</p> <p>Deemed as an error that causes total or substantial Software failure, which means the Software is down and Customer is unable to access the Software in any way within their production environment.</p>		<p>Additional Description</p>	<p>Customer is responsible to submit a Technical Support Case via Hyland Community or contacting Technical Support:</p> <p>https://community.hyland.com/customer-portal/wiki/hyland-support/technical-support-phone-numbers</p>
		<p>Service Level Credit</p>	<p>Not applicable</p>
<p>Service Request</p> <p>Request by Customer relating to routine day-to-day tasks or Incidents which are not defined as System Outages.</p> <p>Service Desk will begin Review of Service Requests within one (1) hour of reported impact during Standard Business Hours. If reported off-hours, the Service Desk will begin actively working within one (1) hour of the next business day.</p> <p>Hyland and the Customer will commit the necessary resources to resolve the situation within Standard Business Hours.</p> <p>There are no limitations on the number of Service Requests submitted during the Term.</p>		<p>Measurement Window</p>	<p>One (1) Month</p>
		<p>Expected Service Level</p>	<p>Less than one (1) cumulative miss (Review) in each measurement window</p>
		<p>Minimum Service Level</p>	<p>Less than five (5) cumulative misses (Review) in each measurement window</p>
		<p>Calculation</p>	<p>The actual number of Service Requests that have a Review time greater than one (1) hour in each calendar month.</p>
		<p>Additional Description</p>	<p>Service Requests, as recorded by Hyland, are used to determine the number of Service Requests responded to.</p>
		<p>Service Level Credit</p>	<p>Seven (7) percent of monthly contract value.</p>

<p>Change Request</p> <p>Request by Customer for any addition (installation), modification or removal of anything that has an effect on existing Software or solutions.</p> <p>Changes are categorized based on type of Change Requests.</p> <p>Service Desk will begin Review of the submitted Customer Change Request within one (1) business day, during Standard Business Hours</p> <p>If reported off-hours, the Service Desk will begin actively working the next business day.</p>	Measurement Window	One (1) Month
	Expected Service Level	Less than one (1) cumulative miss (Review) in each measurement window
	Minimum Service Level	Three (3) cumulative misses (Review) in each measurement window
	Calculation	The actual number of Change Requests that have a Review time greater than one (1) business day, during normal business hours in each calendar month.
	Additional Description	Change Requests as recorded by Hyland are used to determine the number of changes in each calendar month. Requests created missing pertinent information to complete the change will be closed or excluded from the calculation.
	Service Level Credit	Five (5) percent of monthly contract value.

1. Enforcement of SLOs will begin ninety (90) days from the Subscription Start Date as indicated on the Order Form;
2. Hyland will measure and report performance of the SLOs and Hyland's performance against SLOs on a monthly basis;
3. Customer acknowledges and agrees that Service Level Credits shall be deemed the sole and exclusive remedy for Customer in connection with failure to meet any Service Level, and that Service Level Credits shall not be deemed to be payment for any damages or loss; rather they shall be used solely as credits to offset fees due to Hyland;
4. Service Level Credits will be paid as a credit against Hyland's then current invoice to Customer during the next billing cycle after which the associated Service Level failure occurred;
5. Service Level Credits may not be combined with any potential future Service Level Credits;
6. Service Level Credits cannot be carried forward into renewal terms;
7. Customer must notify Hyland in writing within thirty (30) days following the end of the month during which the services were provided stating the amount of service fees Customer has requested to be credited;
8. Any credit paid by Hyland to Customer (up to the limits stated above) applies only to the next billing cycle and will constitute Customer's sole and exclusive remedy;
9. Any Service Level failure due to any of the exclusions listed below shall not be included in the measurement of Hyland's performance against the applicable Service Level:
 - A. Scheduled maintenance windows, critical maintenance and customer requested maintenance downtime for the impacted services; and
 - B. Any event outside of Hyland's control, including but not limited to the following events:

- i. Emergency maintenance activities approved by Customer;
- ii. Work performed specifically at Customer's request and direction which directly impacts the availability of the Service;
- iii. Problems with Customer's infrastructure, applications, and/or data either provided by the Customer or provided by the Customer's vendors; and
- iv. Lack of availability or untimely response time of Customer to respond or assist to incidents that require its participation for source identification and/or resolution, including meeting Customer's responsibilities for any prerequisite services or failure of Customer to provide appropriate maintenance on components.

Customer Obligations

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

Customer Personnel

1. Customer will assign a sponsor/manager, who is the final escalation point for all issues and decisions:
 - A. The sponsor/manager will ensure that the appropriate Customer personnel are assigned and made available, when necessary;
 - B. The sponsor/manager will manage all customer obligations as defined within this Services Proposal; and
 - C. The sponsor/manager will coordinate all key departmental decision makers, technical experts, subject matter experts, end user representatives and third party software application resources.
2. Customer resource(s) requesting assistance must have a working knowledge of Software as well as the overall solution and environment; typically, the resource requesting assistance will be the designated Software administrator/owner;
3. Customer will engage the appropriate business process owners and 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;
4. 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;
5. Customer will notify Hyland of Customer personnel changes to the extent personnel changes impact the performance of Hyland's obligations under this Services Proposal;
6. Customer personnel contacting the Service Desk must be authorized to do so by the Service Delivery Manager, and qualified to interact on a technical basis at a level required to support the Software solution; and
7. Customer is specifically prohibited from assigning or using any Resource in a manner which violates the terms of Customer's license to Software.

Software and Network Environment

Hyland will review with Customer the requirements for establishing connectivity and access to the Hyland Software solution.

1. Customer will provide access and privileges to Hyland resources enabling full administration of the software and solution, including installation of software, configuration modifications, and modification of server and OS settings;
2. Customer is responsible for taking the appropriate actions to enable connectivity and access to the Customer's environment, whether on-premises or hosted, for Hyland in a timely manner in advance of the start of the Initial Term.

A. For on-premises Customers, this includes.

- i. 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
 - ii. Access must be provided prior to Hyland's arrival at Customer facilities and/or project discovery sessions.
3. Customer is responsible for providing proper credentials for Hyland to access the Software solution;
4. Customer will ensure the necessary remote access for Hyland resources;
5. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;
6. Customer will package and deploy all Software clients, unless otherwise mutually agreed to; and
7. 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.

Non-Solicitation; Non-Hire

During the term of this Schedule and for one (1) year after the expiration or termination of this Schedule, neither Customer nor Hyland will:

(a) solicit for employment or for engagement as an independent contractor for the soliciting party or for any other third party a person who is or was an employee of the other party, or otherwise encourage or assist any such person to leave the employ of the other party for any reason, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person: (i) with whom the hiring party had contact or who became known to the hiring party in connection with this Schedule; and (ii) who is or was an employee of the other party, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party.

Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to the greater of: (i) \$50,000.00, or (2) 100 percent of the employee's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees. A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to Section (a). The parties agree that this provision survives the termination of this Schedule.

Change Control Process

Requested changes to this Schedule will be managed using the Change Control Process outlined below.

If any party believes that a change to this Schedule 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 Schedule 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 parties.

Term and Termination

The Initial Term of this Managed Services Schedule is defined in the Order Form.

Unless otherwise specified herein, after the Initial Term, this Managed Services Schedule will renew automatically, at the then current service level, for periods equal to the Initial Term (each, a "Renewal Term"), unless either party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then-current Initial Term or Renewal Term, as applicable.

At least forty-five (45) days prior to the expiration of the Initial Term (or applicable Renewal Term), Hyland will provide an invoice setting forth the fees applicable to the Renewal Term. Such invoice shall be due and payable on or before the first day of the Renewal Term. Hyland may not increase the fees for any Renewal Term in an amount by more than ten (10) percent of the fees payable with respect to the then expiring term.

Notwithstanding anything to the contrary in the Underlying Agreement (as defined in the Order Form, if applicable), Schedule 1 or otherwise, Customer may not terminate the Managed Services for convenience. All prepaid fees are non-refundable.

Appendix 1 – IMRaaS Definitions

Services	Description
<p>Service Desk</p>	<p>Responsible for coordinating the management of Service Requests and Change Requests created by the Customer. Such resources that Hyland, in its direction provides to Customer may be designated but not dedicated solely to the Customer and may change based on general resource availability.</p> <p>Customer will initiate any such Service Requests and Change Requests to Hyland via Hyland Community.</p>
<p>Service Delivery Manager</p>	<p>Primary Hyland resource responsible for overseeing the successful delivery of IMRaaS. Primary responsibilities include:</p> <ol style="list-style-type: none"> 1. Oversees coordination and management of day-to-day operational aspects of client’s managed services environments; 2. Leading the service delivery, managing conflict, and ensuring the team’s processes and tasks are carried out efficiently; 3. Escalate Service Requests and/or Change Requests as needed; and 4. Prepare and facilitate Monthly Activity Report(s) and Quarterly Business Review(s), as applicable.
<p>Monthly Activity Report</p>	<p>Means reporting services, which Hyland will provide, including:</p> <ol style="list-style-type: none"> 1. Summary of work and tasks completed, upcoming work, known issues or risks; 2. Summary of outstanding Service Requests and/or Change Requests; and 3. Other reporting details as requested, to provide clear communication paths and to summarize monthly activity.
<p>Administration</p>	<p>Means services provided under the direction and supervision of the Customer, which may include:</p> <ol style="list-style-type: none"> 1. Performing recurring activities to ensure stability and availability of Software and solutions; 2. Responding to business needs to create, modify or delete user accounts for existing security groups within the Software; 3. Help maintain non-production environments for testing, training, and/or issue resolution; 4. Respond to questions concerning product capabilities; 5. Maintain a more detailed understanding of the Customer’s environment solutions deployed within Software; 6. Analyzing solution performance trends; and 7. Executing solution optimization tasks.

Services	Description
Configuration Management Database Document	Document describing database used by Hyland to store information about hardware and software assets to ensure consistency in configuration management and shared knowledge of Customer's Software solution.
Solution Design Documentation	Documentation used in maintaining information pertaining to the design of the Customer's Software solution. Hyland is responsible for maintaining updated Solution Design Documentation based on changes made to Customer's solution.
Quarterly Sponsor Review	<p>Every ninety (90) days Hyland will conduct a review with sponsors from each organization to maintain alignment around key metrics and assess customer experience.</p> <p>This ongoing and collaborative review is intended to allow concerns and feedback to be heard early and often, allowing time for any necessary corrective actions.</p>
Long-Term Release (LTR) Management	A designation given to certain Enhancement Packs (EP), generally once per year, to identify the builds Hyland will support for the longest duration according to Hyland's Technical Support policies. EPs generally include enhancements, fixes and security updates provided to Customers multiple times per year. Within Managed Services, Customer has access to use IMRaaS for one (1) LTR Release annually for the number of products defined in the Order Form, using Hyland's recommended approach through IMRaaS.
Incident	<p>Is defined as an unplanned interruption to Software or solution or reduction in the quality of the Software.</p> <p>For the purposes of IMRaaS, Incidents are defined as System Outages or a Service Request which:</p> <ol style="list-style-type: none"> 1. Affects a business line and causes serious interruption to business activities and must be resolved with urgency; and 2. Customer and Hyland determines is critical.
Problem	Is defined as a cause, or potential cause, of one or more Issues. Hyland will perform a quarterly review of historical Issues to support the identification of underlying causes of issues through in-depth investigation. This focuses on root cause analysis and review of recurring Issues to improve outcomes and performance.

Services	Description
Change	<p>Changes are any addition (installation), modification or removal of anything that has an effect on existing Software or solutions. Changes are:</p> <ol style="list-style-type: none"> 1. often the result of business requirements or changes in the Customer Software solution at the request of the Customer; 2. not the result of Incidents and Problems; 3. scheduled services that the Customer must request and schedule 72 hours in advance; and 4. subject to review by Hyland if work effort for Change Resolution is greater than eight (8) hours. <p>For any requested Changes, Customer is responsible to submit a Change Request via Hyland Community as an Issue.</p>
Release	<p>Management of incremental software, documentation, processes or other component upgrades required to move from one software component version to another. As part of any Release update process, the Service Desk will review the impact and urgency to the Customer against the existing Software solution. Component Software updates that are Customer requests for the purpose of obtaining additional features or functions are considered discretionary and are handled as a Change. Component software updates to remediate Service Requests are handled as part of Incident Resolution.</p>
Review	<p>An evaluation of an Incident, Problem, Change or Release created by Customer and sent to Hyland for review and comment. The purpose of a Review is to evaluate a component and propose a Response for potential resolution or closure.</p>
Response	<p>Hyland actively engages in identifying root cause and makes recommendation(s) for how to correct.</p>
Resolution	<p>Hyland receives/produces a response resolution plan and acts to implement said response. A Resolution is complete when functionality is materially restored, or a recommendation is made to the Customer to remediate a Service Request or Change Request. If a configuration change is required to resolve an issue or implement a Change, the Service Desk will follow the change management practices established with the Customer.</p>

Appendix 2 - Description of Add-Ons

The following Add-On Services are available, if applicable.

Add-Ons Available
On-site Discovery
Custom Script Enhancement(s) and/or Development Blocks
Additional Change Request Blocks

On-Site Discovery

Up to three (3) Hyland Resources will travel to Customer's site to perform discovery/requirements analysis for up to three (3) days. Travel expenses are not included in this Schedule and will be charged separately if incurred by Hyland resources;

Custom Script Enhancement(s)/Development Requests

1. Customer will be entitled to a quantity of Custom Script Enhancement(s)/ Development Requests designated by Hyland for use during the Initial Term (with each quantity, as specified on the Order Form, being comprised of five requests), which will be managed in the following manner:
 - A. All Custom Script Enhancement(s)/Development Requests will be charged a minimum of one (1) change per request;
 - B. Unused Custom Script Enhancement(s)/Development Requests will not be rolled over into any subsequent period or renewal term;
 - C. Hyland will evaluate all Custom Script Enhancement(s)/Development Requests to determine work effort associated with the request;
 - i. Hyland reserves the right to charge multiple change requests from the account balance for requests which encompass multiple component changes;
 - ii. Hyland reserves the right to recommend a separate Professional Services engagement for requested changes which are determined to exceed the available balance of change requests for work which are not typically addressed by the managed services delivery team (such as Software conversions);
2. In a single month, Customer may submit Custom Script Enhancement(s)/Development Requests that total no more than twenty-five (25) percent of the total annual Custom Script Enhancement(s)/Development request allotment;
3. Custom Script Enhancement(s)/Development Requests are scheduled services with mutually agreed upon timelines;
4. Hyland will prioritize all Custom Script Enhancement(s)/Development Requests received from the Customer and will determine the order of changes to be scheduled and completed;
5. Hyland will provide a monthly report of Custom Script Enhancement(s)/Development Request information that will include the following information:
 - i. Opening balance

- ii. Credits
 - iii. Debits
 - iv. Remaining balance
6. Hyland will make reasonable efforts to respond to Emergency Custom Script Enhancement(s)/Development Requests as priority requests, utilizing available resources on an as-needed basis, which may be different from normally designated resources;
 7. Customer is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Custom Script Enhancement(s)/Development Requests. Hyland reserves the right to close Custom Script Enhancement(s)/Development Requests if insufficient details are provided by the Customer or Customer is non-responsive to requests from Hyland for additional information or participation;
 8. Hyland will train qualified, designated representatives from the Customer on newly deployed functionality. However, it is the responsibility for the Customer to train all end-users.

Additional Change Requests

Hyland will provide additional quantities of Change Requests (with each quantity being comprised of ten requests) as indicated on the Order Form or through the Change Control Process.

Hyland will update Customer's account balance to reflect the additional Change Requests that will be available during the course of the 12-month period.

All standard rules, assumptions and exclusions apply to additional Change Requests.

Appendix 3 – Intelligent MedRecords (IMR)

Hyland will provide Professional Services for the implementation of a medical records document classification and indexing solution. The professional services outlined in this agreement include Hyland's effort to capture and process clinical documents in Customer's Software environment using Brainware.

Customer understands this solution is not capable of classifying every document. End users will review and interact with documents to manually assign document type(s) if necessary. In addition, end users will verify classification as part of the Intelligent Medical Records solution.

Content Capture

Day-forward documents intended for classification will follow the following process:

1. Intelligent Medical Records requires Unity Client batch scanning;
2. For internal documents, it is recommended that patient label be placed on document;
3. For differentiation between internal and external document classification an identifier needs to be on internal documents and pages:
 - A. Example: Facility name;
 - B. All documents, both Internal and External will be routed for Document Type classification through Software's Internal Medical Records Classification solution:
 - I. The Classification Solution will evaluate the images to attempt to classify documents and assign a Document Type;
 - i. Additionally, the Classification Solution will attempt to populate patient MRN and CSN by extracting the following data elements and looking for match in OnBase patient table:
 - i. Patient First Name;
 - ii. Patient Last Name;
 - iii. Patient Date of Birth
 - II. Additional patient demographic information (i.e. Patient First Name, Patient Last Name, Patient Date Of Birth, Date of Service) will be indexed to classified documents leveraging Software Autofill Keyword Sets.
 - III. External Date of Service could also be attempted to be extracted from external records.

Hyland anticipates that individual documents will be scanned at the same aspect ratio and dimensions at a Hyland recommended minimum image resolution of three hundred (300) dpi. Documents sent via fax may not have the appropriate resolution to perform proper character recognition where Quality Assurance is required to ensure image quality and document separation. Brainware capabilities will extract the data and present the information to the Customer verification operator for validation.

Classification is based on the training of Document Types within Software executed by subject matter experts. Accuracy of Software is based on document quality and information on document(s). Documents must be clean and free of extraneous patterns, images or any other formatting that would interfere with reading document data.

Content Management

1. Documents will be classified and separated through a scan queue that supports Intelligent MedRecords and Capture Process Designer.

Content Delivery

1. Integrated single document retrieval from document hyperlinks within the appropriate context located in the patient record in Epic using the API integration between the Software and Epic; and
2. Document retrieval using native client(s) of the Software.

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. Customer will have an existing integrated Software environment;
2. Customer will have internal resources capable of training end users on scanning and indexing within Unity Client;
3. Customer is responsible for configuration of scanning hardware and driver installation;
4. Scanners must be of high quality and allow for processing of volume batches (not flatbed scanners);
5. Customer and Hyland shall mutually identify the document types requiring configuration. Such configuration shall consist of:
 - A. Document Type Classification; and/or
 - B. Document Type Sub-Classification:
 - I. Document Type: Consent Form; and
 - II. Sub-Classification Descriptions: Procedure Consent, Blood Consents, etc.
 - i. Each sub-classification should be discussed with the project team based on project plan and timeline during the discovery process;
6. Data extraction requires that the fields be present on the page;
7. Documents processed through Software must be clean and free of staples, extraneous patterns, images, or any other formatting that would interfere with reading data
8. External documents for which the Patient First Name, Patient Last Name, Patient Date of Birth and Date of Service (if necessary) were not extracted will be manually indexed to an MRN or CSN for keyword indexing unless Customer has prepped the batch with a batch cover sheet containing a patient barcode or has keyword barcodes present on documents;
9. Customer medical records subject matter experts are required throughout the project to actively participate in the validation of classification tests and results. Subject matter experts will have the knowledge to define document classification and/or sub-classification;
10. Customer shall provide at least one hundred (100) samples per document class;
 - A. Hyland shall review provided samples for validity.
11. Accuracy of the Software is based on document quality, information on said document(s):
 - A. The amount of manual intervention or validation is unknown until testing commences; however, Hyland will work with Customer to identify and work towards the highest percentage available based on timelines and budget; and
12. All document capture is day-forward. No capture of previously generated documents is included in this proposal.

Exclusions

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

1. Training of end users on scanning and indexing within the Unity Client;
2. Order level keyword extraction;
3. Concatenation or manipulation of any captured document keywords;
4. Correspondence and other billing/PFS documents;
5. Epic Integrated Scan Documents;
6. External system validation of values;
7. Attachments are not included in data extraction;
8. Extraction of physician name or ID for InBasket routing;
9. Non-English language documents;
10. Addresses in a format other than the United States postal format;
11. Training to create or modify custom reports;
12. Data extraction from documents does not also provide end user text searching functionality. Text searching capability would be covered in a separate statement of work using Full Text Indexing Server or similar utility;
13. Updates to existing Software configuration outside the scope of this project; and
14. Any functionality or Professional Services not mentioned in the scope above.

Intelligent Medical Records Deployment Methodology

Requirements Analysis

Included in the project cost is dedicated time for Software solution requirements analysis, documentation and review. Requirements Analysis activities include:

1. Requirements Capture: Hyland will collaborate with Customer's project team to discover and define the detailed requirements of the Software solution. Discussions focus on the requirements to meet Customer's business objectives, including any integration(s) that may be in scope for the project:
 - A. Customer project team may consist of subject matter experts from the business areas and technical experts from IT, interfaces and applications: and
 - B. Agenda will reflect a single collaborative session per project area. For example, where the same department is repeated across multiple entities, representatives of each entity should attend requirements gathering sessions.
2. Requirements Documentation: Hyland will create a mapping document to map customer OnBase document types to Brainware document types;
3. Requirements Review: Hyland reviews the Requirement Document with Customer's project team to validate the Software solution requirements. Modifications to the document are made as necessary and a finalized Requirements Document is delivered to Customer's project team for final approval;
4. Changes to the Software solution and requirements that are not in scope as defined in this Services Proposal will be handled via Change Order; and

5. Project Schedule: Hyland will update the Preliminary Project Schedule to reflect a more detailed schedule based upon the Requirements Documentation.

Solution Build

Included in the project cost is dedicated time to build the Software solution. Solution build activities include:

1. Solution Design: Hyland will design the solution based on the agreed upon Requirements Document;
2. Solution Installation and Configuration: Hyland will install and configure the complete Software solution to fulfill the documented requirements captured in the Requirements Document. Implementation accounts for up to three (3) environments: Production (PROD), and two (2) Non-Production User Test ("UT") Lite environments, and
3. Impacts to the scope as captured in the Requirements Document or design may result in a Change Order.

Testing

Included in the project scope is dedicated time for solution testing activities. Testing activities include:

1. Unit Testing: Hyland will validate that the solution conforms to the approved Requirements Document. Upon completion of unit testing and incorporation of any changes to the solution, Hyland will inform the Customer unit testing is complete; and
2. Customer Testing Support: Hyland will support the Customer's testing of the configured solution. Customer-created business test cases are used by Customer's resources to test the Solution. Customer should prepare for these activities by defining test plans and scripts early in the project process. Hyland will make any required changes to the Software configuration to fulfill any items that are prohibiting the Solution from functioning in accordance with the Requirements Document. Requested changes, which are not documented in the Requirements Document, may result in a Change Order.

Go-Live Support

Included in the project scope is dedicated time for up to two (2) go-live activities: One (1) pilot group and one (1) enterprise go-live. Go-live activities include:

1. Hyland will provide support to Customer during initial production usage of the Solution to address issues and answer questions from the Customer;
2. Hyland project team remote go-live support:
 - A. Hyland estimates the project team to provide one (1) week of remote go-live support per go-live; and
 - B. Unless explicitly stated, go-live support is provided remotely, during normal business hours for consecutive days (Monday – Friday, 8am – 5pm, Customer local time).
3. The estimated go-live support is included in the Cost estimate amount and is not a separate charge. If requested, a Change Order to this Services Proposal may be issued following the Project Change Control Process to adjust go-live support duration and business hours; and
4. Hyland will maintain optimization support for all in scope document types and descriptions for up to three (3) weeks after the final go-live; and
5. Enterprise go-live must occur within ninety (90) days of pilot go-live.

*****End of Document*****