

BPM+ Health BYLAWS
Effective January 1, 2021

1. Mission and Scope of the Business Process Management Plus (BPM+) Health Community.

1.1. Purpose. The purpose of Business Process Management Plus Health (“BPM+ Health”) is to serve as an open community of practice based upon the use of open standards-based notations to allow all types of health organizations, professional societies, and vendors to document their care pathways and workflows so that they are shareable, discoverable, and in the future can be computer-consumable.

The goals of the BPM+ Health community are to:

- Establish an open ecosystem devoted to improving national and international health by maximizing the effective sharing and advancement of evidence-based medicine (“EBM”) practices and knowledge through use of industry standards and best-practices;
- Develop best practices around process modeling and sharing clinical pathways, clinical guidelines, and other healthcare knowledge;
- Promote the use of standards such as Business Process Model and Notation (“BPMN”), Decision Model and Notation (“DMN”), and Case Management Model and Notation (“CMMN”) to produce deliverables to maximize their usefulness and shareability and to promote their adoption;
- Support value-based care by positively impacting healthcare quality through the implementation of BPM+ Health algorithms;
- Improve adoption experience for organizations seeking to consume and institute the use of documented best practices;
- Foster collaboration and alignment with other standards development organizations (“SDOs”) and relevant work in the healthcare industry to promote adoption of BPM+ Health.

1.2. Policies. The organization will raise, budget, spend funds and enable collaboration in support of its goals relating to defining, promoting, and advancing the use of open standards in support of workflow and process portability, shareability, and computability. BPM+ Health is a distinct program of the Object Management Group, Inc. (“OMG”), operating under and consistent with OMG’s tax-exempt status and, subject to the limitations of Section 12, adhering to the provisions of OMG’s Bylaws and policies that concern OMG consortia, communities, programs and other subgroups, which as of the Effective Date include the following: OMG Bylaws Sections 1.6, 10.1, 14.3, and 15; OMG Antitrust Policy (as further noted in Section 8 below); OMG Privacy Policy; OMG’s “Trademarks, Logos, and Copyrighted Materials – Requests for Use” (subject to Section 8 below); and OMG’s “Content Disclaimer and Limitation of Liability.” (For clarification, (i)

these Bylaws shall supersede any contrary policies of OMG, and (ii) none of the policies issued by the Platform Technology Committee, Domain Technology Committee and Architecture Board shall apply to BPM+ Health as long as it does not develop or adopt technical specifications or specify technologies to be used.)

1.3. Governance.

1.3.1. Community. The Steering Committee of BPM+ Health (“Steering Committee”) will help to manage BPM+ Health, and the representatives on the Steering Committee will owe to BPM+ Health, as a program of OMG, duties of care and loyalty that are comparable to the duties owed by the members of the board of directors of a corporation.

1.3.2. Working Groups. The Steering Committee will review and approve a mission-oriented charter for each Working Group (each, a “Charter”).

1.3.3. OMG. OMG has such authority over the governance, operations and assets of BPM+Health as is set forth in Section 12.

2. Membership. The BPM+ Health community will be composed of Premier Members, Members (subject to categories of Membership determined by OMG), and Participants. All Premier Members and Members must (i) execute a membership agreement and (ii) pay the fees for the relevant class of Membership, which fees are held by OMG for the benefit of its BPM+ Health program, subject to these Bylaws. Before any entity becomes a Premier Member, that entity must execute its Membership Agreement at a Premier level and commit to a 2-year membership. All Participants must execute a Participation Agreement. During the term of their Membership, all Premier Members, Members, and Participants will comply with all policies that BPM+ Health may adopt; all new policies and amendments will be effective upon at least thirty days written notice to then-current Premier Members, Members and Participants (unless an earlier effective date is required by law).

2.1. Members will be entitled to:

2.1.1. Participate in BPM+ Health general meetings, initiatives, events and any other activities organized or sponsored by BPM+ Health;

2.1.2. Identify themselves as members of BPM+ Health supporting BPM+ Health;

2.1.3. Hold leadership roles within BPM+ Health, including but not limited to running for elected positions; and

2.1.4. Voting privileges within BPM+ Health.

2.1.5. Members will have the additional benefits, and be subject to the responsibilities, set forth in Exhibit 2 “BPM+ Health Member Benefits and Responsibilities,” as this may be amended from time to time by OMG or the Steering Committee.

2.2. Premier Members will be entitled to all the rights of Members and will be additionally

entitled to appoint a single representative to the Steering Committee (referred to in these Bylaws as a "sponsored" seat).

2.3. Participants will be entitled to participate in BPM+ Health general meetings, initiatives, and events, and in any other activities organized or sponsored by BPM+, but are not permitted to identify themselves as members of BPM+ Health, hold leadership roles within BPM+ Health, or have voting privileges within BPM+ Health. Participants are subject to all obligations of Membership except the payment of dues.

2.4. Affiliates. A Member and its Affiliates will be treated as a single Member. A Member's "Affiliates" are all other entities that Control, are Controlled by, or are under common Control with that entity. As used herein, "Control" means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares having the right to vote for the election of directors, and (b) in the case of a limited liability company or other non-stock entities, the direct or indirect power to manage, direct, or cause the direction of the management and policies of the non-stock entity or the power to elect more than fifty percent (50%) of the members of the governing body of such non-corporate entity.

2.5. No Membership Assignment. BPM+ Health Membership (and any person's status as a Participant) is non-transferable, non-salable and non-assignable, but a Member may transfer its current Membership to a successor of substantially all of its business or assets, whether by merger, sale or otherwise, if the successor agrees to be bound by these Bylaws and the Membership Agreement.

3. Steering Committee.

3.1. Steering Committee Composition. The Steering Committee will be comprised of a combination of elected seats and sponsored seats (resulting from a Premier Membership). The Steering Committee shall always be comprised of a majority of elected representation (50% + 1). OMG reserves the right at any time in the future to propose reasonable qualifications for persons to serve on the Steering Committee.

3.1.1. Stratification of Industry Representation. The Steering Committee will be comprised of seats allocated based upon core areas within the Healthcare domain, including both sponsored seats (reserved for up to five Premier Members) and seats elected by the Membership. The allocation is as follows:

- Healthcare Delivery Organization (1 elected seat)
- Vendor Community (1 elected seat)
- Professional Organization (1 elected seat)
- Payer (1 elected seat)
- Non-Designated (2 elected seats)
- Premier Member (5 seats)
- Appointed by Executive Director (1 seat)

The Executive Director will also have a seat and ex officio vote (see 3.5.2).

3.1.2. Note that for elected seats, candidates must be employees or designees of organizations reflective of the corresponding designation. For example, only a member of a healthcare delivery organization may hold that elected seat.

3.1.3. Appointed Representative. One seat on the Steering Committee shall be appointed by the Executive Director. The intention behind this seat is to assure a diversity of perspective, balance, and insight within the group. This member shall hold a term of the same length as all Steering Committee members at the pleasure of the Executive Director. Note that appointed representatives cannot hold consecutive appointment terms.

3.2. Preponderance of Influence. No single organization or affiliation may hold more than two (2) seats on the Steering Committee. In the event that a change in circumstance (e.g., membership, merger, employment change, etc.) would result in a violation of this “preponderance of influence” rule, Steering Committee members must vacate any positions in excess of the two-seat limit. Absent a voluntary resignation that addresses the overage, the vacating of seats will be based upon longevity and seniority, first on the Steering Committee, and then within the BPM+ Health community. If the latter does not result in a solution (i.e., the three Steering Committee members have equal seniority and longevity), the Executive Director (after consulting with the non-involved Steering Committee members) shall determine who is removed.

3.3. Steering Committee Responsibilities. The Steering Committee will be responsible for overall management of BPM+ Health, including the following:

3.3.1. Approving and removing designated leadership roles within the BPM+ Health community (e.g., Executive Director, CMIO).

3.3.2. Nominating, considering, and approving Working Groups to be supported by BPM+ Health;

3.3.3. Determining strategic priorities for BPM+ Health, outlined in a BPM+ Health Roadmap and/or through defined Strategic Initiatives.

3.3.4. Adopting and maintaining policies, rules and procedures for BPM+ Health;

3.3.5. Establishing advisory bodies, committees, programs or councils to resolve any particular matter or in support of the mission of BPM+ Health;

3.3.6. Voting on all decisions or matters coming before the Steering Committee.

Notwithstanding the foregoing, all actions and decisions of the Steering Committee shall be reported to and subject to the oversight of OMG, subject to the limitation set forth in Section 12 below.

3.4. Election Process. Apart from Premier Membership seats and the seat appointed by the Executive Director, all Steering Committee seats are subject to election by the Membership. Note that any member is permitted to run for any seat(s) open for election.

3.4.1. Removal of Representatives. In the event of negligence, misrepresentation, or violation of these Bylaws, the Membership Agreement, or other BPM+ Health policies or procedures, a Steering Committee member may be removed. Such action requires a supermajority vote (2/3 or greater) and affirmation by the Executive Director and/or OMG. In the event that a Premier Member fails to meet the obligations of Premier Membership, their designees will be removed by OMG and no Steering Committee action is required. Appeals may be made to the OMG Board of Directors.

3.4.2. Interim Representation. In the event that an elected Steering Committee seat is vacated, an election for an interim replacement for the remainder of that term shall be conducted at the next viable Membership meeting. Premier Members may swap their representatives for their alternate or for similarly qualified representatives for the remainder of the term.

3.4.3. Participation. Each Premier Member will appoint one voting representative and one similarly qualified alternate to the Steering Committee. If the voting representative cannot attend a Steering Committee meeting, the voting representative may designate its voting responsibility to the alternate, or designate a proxy to a member of the Steering Committee. The Executive Director of BPM+ Health will be an *ex officio* voting representative on the Steering Committee.

3.4.4. Terms. Steering Committee representatives will serve for a term of two years. In exigent circumstances, OMG may shorten specific terms prior to elections to assure the continuous operational efficacy of the Steering Committee (e.g., staggering turnover). Any such adjustments will be made prior to election time and will be done as equitably as possible. .

3.5. Conduct of Meetings.

3.5.1. Meeting Times and Places. The Steering Committee will meet at such times as agreed upon by the voting representatives of the Steering Committee, no less than quarterly (4x per year). Meetings may be in person or remote.

3.5.2. Participants. Steering Committee meetings will be limited to the Steering Committee representatives, invited guests, and the Executive Director. Minutes from the meetings shall be publicly available, subject to Section 3.5.4.

3.5.3. Quorum & Voting. Steering Committee meetings follow the requirements for quorum and voting defined in Section 4 of these Bylaws.

3.5.4. Confidentiality. Information disclosed in Steering Committee meetings is not confidential, despite any markings or statements to the contrary; provided that

information concerning the business or operations of OMG and/or personnel matters disclosed at these meetings shall be confidential, except as otherwise determined by the OMG Board. Apart from topics deemed confidential by OMG, minutes will be made public.

3.6. Executive Director.

3.6.1. Appointment. The Executive Director of BPM+ Health (the “Executive Director”) is appointed by OMG and affirmed by the Steering Committee.

3.6.2. Responsibilities.

3.6.2.1. The Executive Director shall be an *ex officio* voting member of the Steering Committee and responsible for facilitating its meetings and actions.

3.7. Chief Health Information Officer

3.7.1. Appointment. The Chief Health Information Officer of BPM+ Health (the “CHIO”) is nominated and elected by the Membership and affirmed by the Steering Committee.

3.7.2. Responsibilities. The CHIO shall foster collaborative relationships between existing health care standards bodies and industry and serve as a liaison between clinical and technical communities.

4. Voting. Formal actions and work products of the BPM+ Health community or its working groups will be subject to voting as described in this section.

4.1. Quorum.

4.1.1. Steering Committee Quorum. Quorum for Steering Committee meetings will require at least fifty percent of the voting representatives to be present. If advance notice of the meeting has been given per normal means and timing, the Steering Committee may continue to meet even if a quorum is not met but will be prevented from making any binding decisions at the meeting.

4.1.2. Working Group Quorum. OMG will track participation metrics within the Working Groups to determine an effective quorum number based upon the number of members participating on a recurring, regular basis in Working Group activities, subscriptions to the lists, etc. Absent a quorum, Working Groups are still able to meet and conduct business, but are prohibited from making binding decisions.

4.2. Formal Decision Making. Decisions will be made based on consensus. If consensus cannot be reached, the decision will be made by a vote. Each Premier Member and Member organization may cast one vote. Note that “formal decision making” alludes to significant decisions made by the community or Working Group, such as the acceptance of a document, election of leadership, initiation of a project or activity, etc. Working Group chairs may hold “informal” votes for operational decisions, such as straw polls for

non-substantive items.

4.3. Default Majority Vote. Except as provided elsewhere in these Bylaws, decisions by vote at a meeting will require a simple majority vote of present non-abstaining voting representatives of the Steering Committee, provided a quorum for the meeting is met. Except as provided elsewhere in these Bylaws, decisions by electronic vote without a meeting will require a majority of all voting representatives of the Steering Committee members.

5. Participation. This section applies only to parties involved in BPM+ Health that do not hold membership (i.e., Participants). The BPM+ Health community may allow for non-member Participants to engage in BPM+ activities.

Such allowances to participate are not to be construed as Membership in BPM+ Health, nor are any rights or privileges of Membership conveyed to Participants. The purpose of this accommodation is to maintain openness and transparency within the broader health community, and to encourage interested parties to join as members. All Participants are expected to conform to all obligations of Membership when engaging in BPM+ Health activities.

6. Termination of Membership or Participation.

6.1. OMG or the Steering Committee may suspend or terminate the membership of a Member as follows:

6.1.1. Failure to Renew Membership. If the Member fails to pay owed dues within sixty (60) days after a written notification of delinquency is delivered to such Member, OMG or the Steering Committee may suspend the Member or terminate its membership.

6.1.2. Resignation. If the Member provides written notice of resignation to BPM+ Health, its membership is terminated fifteen (15) days from the date that written notice is received by BPM+ Health.

6.1.3. Violation of Policies or Duties of Membership. If OMG or the Steering Committee unanimously (except for any Steering Committee voting member appointed by the Member) finds that Member—after Member has had notice and opportunity to be heard on the issue—has violated any material provision of these Bylaws, the Member’s Member Agreement, or other BPM+ Health policies or procedures.

6.1.4. Member’s Dissolution. If a Member dissolves, its membership will be deemed terminated as of the dissolution date unless transferred to a successor (pursuant to section 2.5).

6.2. No Refund. A terminated Member shall not receive any refund of dues already paid for the current dues period regardless of the basis for termination.

6.3. Termination of Participation. The participation of a Participant may be terminated at any time by unilateral discretionary action of the Executive Director or OMG.

7. Working Groups. Initially BPM+ Health will have two types of Working Groups, member Working Groups and operational Working Groups.

7.1. Member Working Groups. With the general goal of advancing the goals and discipline of business process modeling, workflow portability and shareability, BPM+ will establish Working Groups based upon identified stakeholder communities, their needs, and marketplace requirements. Working Groups will seek to advance the discipline and enable the BPM+ Health community members and like organizations to utilize community assets and artifacts to the advancement of health and health care. All Premier Members, Members, and Participants to BPM+ Health Working Groups shall be subject to the intellectual property policy in Exhibit 1.

7.1.1. Working Group Leadership. Leadership of Working Groups shall be elected and serve two-year terms and must remain members in good standing. Working Groups will typically have two co-chairs in staggered appointments so as to allow for continuity. Co-chairs may be re-elected.

7.1.2. Working Group Responsibilities. Working Groups shall meet on a regular, periodic basis, no less than quarterly (4x annually). These groups will define work products, activities, materials, and assets to advance the goals of the BPM+ Health community, within their charter. Working Group charters are proposed by the Working Group and adopted subject to Steering Committee approval.

Working Groups are expected to support, and to contribute to, the BPM+ Health community Roadmap, working within the fabric of the BPM+ Health community to identify and address issues and concerns, and to collaborate with other Working Groups as appropriate. Some artifacts will require full Membership ratification.

All contributors to Working Group activities (including Premier Members, Members, and Participants) shall be party to the Intellectual Property Agreement in Attachment A of this document.

7.2. Operational Working Groups. BPM+ Health may establish operational Working Groups to maintain the operational efficacy of BPM+ Health community efforts, such as marketing, communication, and education. Operational Working Groups will be under the auspices of the Executive Director with accountability to OMG.

7.3. No Standards Development. BPM+ Health does not develop or adopt technical specifications or specify technologies to be used, but may from time to time recommend that particular standard-setting or specification-development Working Groups be undertaken by standards setting organizations. BPM+ Health may also enter into liaison agreements with standards setting organizations, including but not limited to OMG.

8. **Trademarks.** Any trademarks relating to BPM+ Health or any Working Group, including without limitation any mark relating to any BPM+ Health programs, must be transferred to and held by OMG for the benefit of its BPM+ Health program, and be available for use pursuant to OMG's then-current trademark policies and procedures.
9. **Antitrust Guidelines.** BPM+ Health adopts the terms of OMG's Antitrust Law Compliance policy Statement, as adopted and amended by OMG Board of Directors, 13th September 2016, available at: <https://www.omg.org/cgi-bin/doc?omg/16-10-01.pdf>.

10. Budget.

- 10.1. **Annual Budget.** OMG will develop the annual budget with input from the Steering Committee. The budget and the purposes to which it is applied must be consistent with both the non-profit status and tax-exempt mission of OMG.
- 10.2. **OMG Reporting.** OMG will provide the Steering Committee with reports of spend levels against the budget. Under no circumstances will OMG have any expectation or obligation to undertake an action on behalf of BPM+ Health or otherwise related to BPM+ Health that is not covered in full by funds raised by BPM+ Health.
- 10.3. **Unfunded Obligations.** In the event an unbudgeted or otherwise unfunded obligation arises related to BPM+ Health, OMG will coordinate with the Steering Committee to address gap funding requirements.

11. **Amendments.** These Bylaws may be amended by a two-thirds vote of the entire Steering Committee, provided that the provisions establishing OMG's rights hereunder, including without limitation Section 12, cannot be amended without the express written consent of OMG.

12. OMG Authority.

- 12.1. **Override.** OMG may consider and, if it deems necessary or appropriate, override or overturn any decisions, policies, bylaws, budget, spending decision or other actions made or undertaken by BPM+ Health or its Steering Committee.
- 12.2. **BPM+ Health Assets; Removal.** For clarification, all copyrights, trademarks, and other properties or assets acquired by or developed by BPM+ Health are and shall at all times be deemed properties and assets of OMG, and may not be removed from OMG's ownership and control, provided that these assets shall be held by OMG for the benefit of its BPM+ Health program, subject to these Bylaws.

EXHIBIT 1
Intellectual Property Policy

1. **Copyright License and Ownership.** Each Member agrees to grant, and hereby grants, BPM+ Health a nonexclusive, irrevocable, sublicensable, royalty-free, paid-up, worldwide license, under its copyright or license rights in the Content Contribution, to use, copy and modify the Content Contribution, to make derivative works from it, and to publicly display, publicly perform and distribute the Content Contribution and any such modifications and derivative works. Subject to the Member's or other person's ownership of copyright in a Content Contribution, BPM+ Health shall own all copyright rights in any compilation or derivative work created by BPM+ Health from Content Contributions in accordance with the copyright license expressly granted under this Section and the terms of this Intellectual Property Policy.

2. **Patents.** Except as specifically agreed under a separate agreement, no patent license or rights are granted (whether by implication, estoppel, or otherwise) by any Member(s) to any other Member(s) or third parties.

3. **Content Contribution.** The term "Content Contribution" means any material that (a) is submitted to a Working Group by a representative of a Member (or by another person expressly permitted to do so by the Steering Committee or Executive Director) in any written, electronic (including email) or other tangible form, such as during an in-person meeting or in an electronic conference or mailing list maintained by BPM+ Health, and (b) is proposed for inclusion in a BPM+ Health deliverable.

EXHIBIT 2
BPM+ Health Member Benefits and Responsibilities
Last Revised 9/11/2020

BPM+ Health Member Benefits				
	General Public	Participant	Member	Premier Member
Logo usage	No	No	Yes	Yes
Use Community work products	Yes	Yes	Yes	Yes
Attend BPM+ Health Events (in-person)	Yes	Yes	Discounted	Discounted
Attend BPM+ Health Events (virtual)	Yes	Yes	Complimentary	Complimentary
Contribute to BPM+ Health Activities	No	Yes	Yes	Yes
Voting Privileges	No	No	Yes	Yes
Leadership Privileges	No	No	Yes	Yes
Access Community Member Directory	No	No	Yes	Yes
Access Community Collaborative Tools	Read Only	Time-Limited	Yes	Yes
Access Development and Testing Sandboxes	No	Time-Limited	Yes	Yes
Attend Members-only Events (1 per year)	No	No	Yes	Yes
Strategic Influence	No	No	No	Yes
Attend "Invitation-only" Events ¹ (1 every 2 years)	No	No	No	Yes
Membership Responsibilities				
Public attribution of re-used content	Requested	Requested	Requested	Requested
Completed IP Policy Acknowledgement	No	Yes	Yes	Yes
Membership Dues	No	No	Yes	Yes
Active Workgroup Participation	No	Expected	Expected	Negotiated FTEE Contribution
In-Kind Community Contributions	No	No	Encouraged	As Negotiated
Steering Committee Participation	No	No	No	Yes
Sustain Membership for Period Term	No	No	No	Yes

¹ Such as CIO summits, personal experiences with industry leaders, "closed door" workshops, etc.

