

## Civitas Networks for Health

### Membership Terms and Conditions and Code of Conduct

**Civitas Networks for Health is a national collaborative of member organizations that are working to use health information exchange, health data, and multi-stakeholder, cross-sector approaches to improve health. Collectively, we represent more than 95% of the United States.**

**Civitas aims to provide a diverse set of benefits and networking opportunities for all member types. Member participation in any Civitas offering is entirely voluntary and Member-only offerings are exclusive to members.**

**We are grateful for your participation as a Member and for your adherence to the following membership terms and conditions and code of conduct.**

### MEMBERSHIP TERMS AND CONDITIONS

- 1. Term.** Membership terms shall commence on the acceptance date and remain in effect until the earlier of: a) expiration of the Civitas fiscal year, which is the calendar year; b) a Member elects not to renew its Member status or elects to voluntarily withdraw as a Member; and c) termination of Member's status for noncompliance as outlined below.
- 2. Voluntary Withdrawal as a Member.** Upon written notice to Civitas given at any time, Member shall have the right to withdraw as a Member. Upon such withdrawal, Member shall have no right to receive a refund of any previously paid dues.
- 3. Termination of Participation.** Civitas has the right to terminate Member's status as a Member for cause which may include a Member's failure to pay its annual dues or noncompliance with the code of conduct outlined below. Membership termination requires a majority vote by the Civitas Networks for Health Board of Directors. Members shall have no right to receive a refund of any previously paid dues.
- 4. Annual Dues Payment.** Dues shall be as determined by the Board of Directors in accordance with the Corporate Bylaws. Membership dues are tiered and assigned based on a Member's attested annual revenue for the last completed fiscal year. Membership renewal is contingent upon payment of the applicable dues as outlined below.

#### **New Members:**

New Members will be invoiced upon receipt of Civitas Networks for Health Board approval. New Member onboarding will not begin until annual membership dues are paid in full.

If a Member joins Civitas at any point in time past June 30<sup>th</sup> of each fiscal/calendar year, full annual dues will be remitted, and Member will pay one-half of the annual dues amount upon the first annual membership renewal. Full annual dues will be paid at each annual renewal thereafter.

#### **Membership Renewal:**

Membership dues are invoiced annually for the fiscal year of January 1-December 31. Members will be invoiced on or before November 1 for the next fiscal year. Prior to November 1<sup>st</sup>, each member will be asked to update their organization's information to include revenue attestation and additional

information to generate invoices. It is the member's responsibility to update this information upon request with the most up-to-date information available to the member.

Membership dues must be paid in full or have a signed payment plan on record on or before 60 days past the invoice due date to be in good standing with the network and avoid late fees. A 10-day grace period for membership renewal will be granted. If membership dues are not received within 60 days of the invoice due date, a late fee will be charged in the amount of eight percent (8%) of the total annual membership fee.

Members are invoiced on November 1 or immediately following approval
Annual invoice date January 1 <sup>st</sup>
Invoice due date January 31 <sup>st</sup>
60-day notice March 31 <sup>st</sup> - late fee applied
90-day cancellation notice April 30 <sup>th</sup>

60-Day Notice (March 31)	
All Members with delinquent membership dues	Members will be sent a 60-day delinquent notice with an updated invoice indicating outstanding dues amount with an additional late of eight (8%) percent. Delinquent Members will also be raised to the Civitas Finance Audit and Compliance Committee for notification and approval of cancellation recommendations.
90-Day Notice (April 30)	
Full and Affiliate Members with delinquent membership dues	Full and Affiliate members with delinquent dues will be brought before the Civitas Board of Directors for cancellation approval.
	Upon Civitas Board approval, members will be sent a cancellation notice.
	Members will be granted one week from the date of cancellation notice to verify payment is in process or paid in full.
Strategic Business and Technology (SB&T) Members with delinquent membership dues	If payment or verification of payment is not received, membership will be <b>cancelled</b> . The process to join again will require an application renewal, Civitas Network for Health Board approval, and full reconciliation of annual dues without any reduction for partial-year membership.
	SB&T Members will be sent a cancellation notice from Civitas Staff.
	Members will be granted one week from the date of cancellation notice to verify payment is in process or paid in full.
	If payment is not received, membership will be <b>cancelled</b> . The process to join again will require an application renewal, Civitas Network for Health Board approval, and full reconciliation of annual dues without any reduction for partial-year membership.

## CODE OF CONDUCT

1. Civitas Networks for Health prides itself on providing an open and supportive environment; however, some behaviors are not acceptable. These behaviors include discrimination or harassment of any kind, including discrimination or harassment based on race, color, gender, religion, veteran status, national origin, ancestry, pregnancy status, sex, age, marital status, mental or physical ability, medical condition, sexual orientation, political status, or any other characteristics protected by law.
2. Civitas welcomes participants representing many different backgrounds. All members of Civitas Networks for Health are expected to show respect and consideration to all members, regardless of race, culture, national origin, or ethnicity.
3. Civitas provides opportunities for members to voluntarily attend a variety of virtual and in-person events. Participating members have the responsibility to attend, participate and be prepared to make meaningful contributions to meetings. Members are not permitted to use meetings as a venue for selling their products or services to ensure relevant and meaningful dialogue. Violation of this rule may result in removal from meeting participation.
4. Civitas conducts its operations in strict compliance with the antitrust laws of the United States. Violations of antitrust laws are grounds for discipline by or removal from Civitas Networks for Health as an officer, director, employee, or member.
5. Civitas provides member-only information through its newsletter, website, and during certain committee, council, and workgroup meetings. Members should not share any of this content with any organization outside of the Civitas membership.