File No. 170266 Committee Item No. 2
Board Item No. 27

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget & Finance Sub-Committee **Date** May 4, 2017

Board of Supervisors Meeting **Date** May 16, 2017

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Completed by: Linda Wong **Date** April 28, 2017
Completed by: Linda Wong **Date** May 10, 2017

AMENDED IN COMMITTEE
5/4/17

FILE NO. 170266 RESOLUTION NO.

[Agreement Amendment - Cerner Health Services, Inc. - Clinical and Financial Software Services to Facilitate a New Electronic Health Record System - Not to Exceed $87,478,859]

Resolution approving a second amendment to the agreement between the Department of Public Health and Cerner Health Services, Inc., for clinical and financial software applications to facilitate the transition to a new Electronic Health Record system, to extend the contract by three years for a total term of July 1, 2010, through June 30, 2020, with a corresponding increase of $35,183,879 for a total agreement amount not to exceed $87,478,859.

WHEREAS, Board of Supervisors Resolution No. 318-10 authorized the Department of Public Health ("DPH") to enter into an agreement with Siemens Medical Solutions USA, Inc. (Siemens) as the principal vendor of clinical and financial software applications for the DPH Electronic Health Record (EHR) system; and

WHEREAS, Board of Supervisors Resolution No. 261-13 authorized a First Amendment to that agreement; and

WHEREAS, Cerner Corporation acquired the health services business of Siemens, and, in connection with that acquisition, Siemens assigned the agreement to Cerner, effective April 1, 2015; and

WHEREAS, Any contract that does not fully comply with the requirements of Administrative Code, Section 21.21 requires a resolution from the Board of Supervisors approving such agreements; and

WHEREAS, With Resolutions Nos. 318-10 and 261-13, the Board of Supervisors also approved under that agreement the use of certain third party software that does not offer full protection against infringement or intellectual property claims to users as required by Administrative Code, Section 21.21; and

WHEREAS, In order to continue the full functionality of the installed EHR system, Cerner will continue to use certain third party software that is needed, but does not fully comply with Administrative Code, Section 21.21; and

WHEREAS, DPH requests approval of a Second Amendment to extend the current agreement for an additional three years, to include products and services needed for decommissioning the current systems and transitioning DPH to a new EHR system; and

WHEREAS, San Francisco Charter, Section 9.118(b) requires that agreements with anticipated expenditures in excess of $10,000,000 or amendments to such contracts or agreements having an impact of more than $500,000, shall be subject to approval of the Board of Supervisors by resolution; and

WHEREAS, The current EHR system supports patient care records and billing services, generating annual revenue of over $500,000,000; and

WHEREAS, Cerner owns the proprietary rights to the software and maintenance of the current EHR system, and is the sole source provider under Administrative Code Section 21.30(d);

WHEREAS, A copy of the second amendment to the agreement is on file with the Clerk of the Board of Supervisors in File No 170266, which is hereby declared to be a part of this resolution as if set forth fully herein; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Department of Public Health and The Office of Contract Administration on behalf of the City and County of San Francisco to amend the agreement with Cerner Health Services, Inc., as a sole source provider, extending the agreement for three years through June 30, 2020, and adding Thirty-five Million, One Hundred Eighty-three Thousand, Eight Hundred Seventy-nine Dollars ($35,183,879) for a new amount of Eighty-seven Million, Four Hundred Seventy-eight

Thousand, Eight Hundred Fifty-nine Six Dollars ($87,478,859), for clinical and financial software applications; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Second Amendment being fully executed by all parties, the Department of Public Health shall provide the final Second Amendment to the Clerk of the Board for inclusion into the official file.

APPROVED:

Barbara A. Garcia, MPA
For Director of Health

APPROVED:

Health Commission

Item 2 File 17-0266	Department: Department of Public Health (DPH)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve a second amendment to the contract between the Department of Public Health (DPH) and Cerner Health Services, Inc. (Cerner) for the existing electronic health records (EHR) system in order to provide sufficient time to DPH to transition to a new EHR system. The second amendment (i) extends the contract by three years from July 1, 2017 through June 30, 2020, and (ii) increases the contract not-to-exceed amount by $36,290,626 from $52,294,980 to $88,585,606.

Key Points

- The existing DPH electronic health records (EHR) system with Cerner has reached the end of its useful life. According to DPH, the timeline to obtain a new EHR system through the competitive selection process does not allow DPH sufficient time to migrate, install and archive data from the existing Cerner system before the end of the existing two-year contract extension option of June 30, 2019. Therefore, DPH is requesting to extend the contract for three years, rather than two years as provided in the existing extension option, to June 30, 2020.

Fiscal Impact

- From July 2010 through February 2017, Cerner has expended approximately 92 percent or $48,007,972 of the total contract's existing not-to-exceed amount of $52,294,980. DPH projects expenditures of $39,470,887 over the remaining and proposed three-year extended term of the contract from March 2017 through June 30, 2020, resulting in total actual and projected expenditures of approximately $87,478,859. The proposed resolution states that the total contract not to exceed amount is $88,585,606. Therefore, the proposed resolution should be amended to reduce the total not to exceed amount by $1,106,747 from $88,585,606.

Policy Consideration

- The new DPH EHR system has been recommended for funding under the FY 2018-22 ICT Plan, which was approved by the Board of Supervisors on April 25, 2017.
- Under the proposed resolution, the Board would continue to waive Administrative Code Section 21.21, which requires that any software contractors must indemnify the City from infringement and intellectual property claims.

Recommendations

- Amend the proposed resolution to reduce the total not to exceed contract amount by $1,106,747 from $88,585,606 to $87,478,859.
- Approve the proposed resolution as amended.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of $10 million or more, or (3) requires a modification of more than $500,000 is subject to Board of Supervisors approval.

BACKGROUND

Siemens Medical Solutions USA, Inc.

In July 2010, the Board of Supervisors approved a contract between the Department of Public Health (DPH) and Siemens Medical Solutions USA, Inc. (Siemens) for a total not-to exceed amount of $33,820,487 for seven years from July 1, 2010 through June 30, 2017 to provide software and technical assistance to upgrade DPH's use of electronic health records and coordination of care and payments (File 10-0752). This contract included one two-year option to extend the contract through June 30, 2019. The 2010 contract with Siemens was awarded on a sole source basis, because so much of the DPH's existing information systems were already provided by Siemens, and the possibility of migrating to a competitor was operationally prohibitive. Siemens has been DPH's principal provider of clinical and financial systems for the past 25 years. The electronic health records (EHR) system allows nurses and doctors to keep track of a patient's medical treatments, and to coordinate among providers of care, including those not immediately within DPH hospitals, clinics, and health centers. The embedded financial systems allow staff to generate bills, provide basic accounting, and keep track of revenues.

In July 2013, the Board of Supervisors approved the first amendment to the Siemens contract to (i) increase the total not-to-exceed amount by $18,474,493 from $33,820,487 to $52,294,980, and (ii) include new services related to electronic health records and improving surgical information systems at San Francisco Zuckerberg General Hospital (File 13-0514).

In 2015, Cerner Corporation (Cerner) acquired Siemens and formally assumed all responsibilities for the 2010 electronic health records system contract with DPH.

Competitive Selection Process and Transition to New Electronic Health Record (EHR) System

In March 2016, the Board of Supervisors approved an ordinance (a) waiving the competitive solicitation process and authorizing DPH to award a sole source contract for a new electronic health records system to the University of California, San Francisco (UCSF), and (b) requiring DPH to issue a competitive Request for Proposals (RFP) if DPH was unable to conclude successful negotiations with UCSF within six months (File 16-0043). According to Ms. Winona Mindolovich, DPH Associate Chief Information Officer, after several months of due diligence and negotiations, DPH and UCSF mutually agreed that a contract could not be reached because cost and operational burdens were prohibitive for both parties. Consequently, DPH issued an

RFP in January 2017 for a new enterprise wide[1], integrated and hosted EHR system to replace the existing Cerner system, which has reached the end of its useful life. DPH expects to select a vendor in July or August of 2017 and award a contract by January 2018. According to Ms. Mindolovich, the timeline to obtain an EHR system through the competitive selection process does not allow DPH sufficient time to migrate, install and archive data from the existing Cerner system before the end of the existing two-year contract extension option of June 30, 2019. DPH has negotiated with Cerner to allow the extension of the contract through June 30, 2020 to provide the time to procure and install the new EHR system and decommission the Cerner applications.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a second amendment to the contract between the Department of Public Health (DPH) and Cerner Health Services, Inc. (Cerner) for the existing electronic health records (EHR) system in order to provide sufficient time to DPH to transition to a new Electronic Health Record (EHR) system. The second amendment which replaces the existing two-year option (i) extends the contract by three years from July 1, 2017 through June 30, 2020, and (ii) increases the contract not-to-exceed amount by $36,290,626 from $52,294,980 to $88,585,606. The proposed resolution also waives Administrative Code Section 21.21, which requires that software contractors must indemnify the City from infringement and intellectual property claims (see policy considerations section below).

FISCAL IMPACT

According to Ms. Mindolovich, the contract increase of $36,290,626 for the three-year extension from July 1, 2017 through June 30, 2020 is needed for expenditures on licensing, maintenance, and hosting services, as well as migration and transition services for DPH to smoothly transition from its existing electronic health records system to a new electronic health records (EHR) system and decommission the existing Cerner system.

Table 1 below shows the breakdown of the requested additional $36,290,626 to be expended from July 1, 2017 through June 30, 2020.

[1] According to Ms. Mindolovich, the new EHR system will replace disparate EHR systems located in ambulatory care, the emergency room, intensive care unit and other clinical areas, as well as the Cerner system, for all DPH areas that deliver medical care. This includes Zuckerberg San Francisco General Hospital and Trauma Center, Laguna Honda Hospital, all primary and specialty care clinics, Jail Health services, City Clinic and the TB clinic, Maternal Health and Child Services and Health at Home.

Table 1: Projected Expenditures from FY 2017-18 through FY 2019-20 for Cerner Contract

Service	Expenditure	Description	DPH Justification
Expenditures Not Included in Information and Communication Technology Plan (see Policy Considerations section below)			
Cerner IT Solution (Annual RCO, Software & Support Fees)	$19,035,991	Annual support and maintenance of the Cerner system providing patient registration and admitting, clinical orders processing, test results, provider order entry, nurse documentation, inpatient and outpatient pharmacy management, medication administrative check processes, patient reporting and management, patient accounting and financial reporting.	"Patient safety would be at risk without the clinical results and functions provided through the existing Cerner system. Without the current system, DPH operations would be severely impacted. DPH would go from automation to paper."
Expenditures Included in Information and Communication Technology Plan (see Policy Considerations section below)			
Backfill Staffing Services	$7,098,795	Consulting services provided by Cerner to support existing modules. Cerner staff will support the pharmacy system, nurse medication charting, interfaces with physiological monitoring, downstream systems, registration, scheduling, computerized provider order entry, patient financial services and revenue management.	"The consulting services provided by Cerner will allow approximately 25 IT resources to participate in the pre-implementation efforts, be trained on the new system, design, build and perform implementation efforts on the new EHR system."
Transition Services	465,923	Transition services include the following: 1) Patient health records analysis to optimize the migration of patient data; 2) Analysis of the decision support system data utilization and retention requirements; 3) Assistance in defining the legal health record and designated record set	"Analysis of key data is required to prepare for the migration of a new EHR system."
Data Extraction Services	1,360,997	Services provided by Cerner to extract DPH defined key historical business, clinical and financial data stored in the legacy system.	"DPH IT will be able to extract some information, but since this is a proprietary system a full extraction requires Cerner's assistance."
Migration Services/ Application Decommission	1,669,866	Migration services provide the validation of data transfer and contextual mapping accuracy and integrity to targeted systems and/or archive solution.	"Validation is required so that key historical business, clinical and financial information stored in legacy systems migrates correctly to targeted system and/or archive system before decommission of legacy system."
Optional DataArc (Software, Service & Maintenance 3-years)	3,619,519	Archival of data, including annual support and maintenance, retained for compliance, regulatory or patient care reasons. Annual support and maintenance represents hosting, software and technical support, as well as ongoing updates and software fixes.	"DataArc provides a system to archive key data so that it can be accessed after legacy applications is decommissioned. This has been labeled optional to allow DPH the ability to independently determine the best archiving option once the new EHR vendor is known."
Subtotal	$14,215,100		
Contingency	$3,039,535		
Total	**$36,290,626**		

Funding for the contract is from the General Fund, monies subject to appropriation approval by the Board of Supervisors.

Contract Expenditures

From July 2010 through February 2017, Cerner has expended approximately 92 percent or $48,007,972 of the total contract's existing not-to-exceed amount of $52,294,980, as shown in Table 2 below. DPH projects expenditures of $39,470,887 over the remaining and proposed three-year extended term of the contract from March 2017 through June 30, 2020, resulting in total contract expenditures of approximately $87,478,859, as shown in Table 2 below.

Table 2. Cerner Contract Actual and Projected Expenditures

(July 2010 through June 2020)

Contract	Actual Contract Expenditures (July 2010 through February 2017)	Projected Expenditures (March 2017 through June 2020)[2]	Total Actual and Projected Expenditures (July 2010 through June 2020)
Total	$48,007,972	$39,470,887	$87,478,859

Source: Department of Public Health

The proposed resolution states that the total contract not to exceed amount is $88,585,606. However, as shown in Table 2, the total actual and projected expenditures for the remaining and extended contract term are $87,478,859. Therefore, the Budget and Legislative Analyst recommends amending the proposed resolution in order to reduce the total not to exceed contract amount by $1,106,747 from $88,585,606 to $87,478,859.

Resolution Amount	$88,585,606
Reduction to Correspond to Total Actual and Projected Expenditures	(1,106,747)
Recommended Resolution Amount	$87,478,859

POLICY CONSIDERATION

FY 2018-22 Information & Communication Technology (ICT) Plan

The new DPH EHR system has been recommended for funding under the FY 2018-22 ICT Plan, which was approved by the Board of Supervisors on April 25, 2017. According to the plan, the implementation of the new DPH EHR system is projected to take five years, with an overall estimated project budget from FY 2017-18 through FY 2021-22 of $203.7 million, and an estimated ongoing operating cost of $20 million per year. The project budget and ongoing operating costs will be subject to future Board of Supervisors approval.

According to Ms. Mindolovich, the $19,035,991 shown in Table 1 above to fund the annual support and maintenance of the existing Cerner system is not included in the ICT plan but is

[2] This includes projected expenditures of $3,180,261 from March through June 2017 and the requested amount of $36,290,626 for the three-year extension of July 1, 2017 through June 30, 2020.

included in the DPH operating budget. However, the balance of $14,215,100 to fund migration and transition services is part of the ICT plan because the costs are related to the implementation of the new EHR system.

Waiver of Administrative Code Section 21.21

Under the proposed resolution, the Board would continue to waive Administrative Code Section 21.21, which requires that any software contractors must indemnify the City from infringement and intellectual property claims. The section is intended to protect the City from claims by contractors or third parties that the City is misusing the intellectual property (or using software without proper licensing) that the City has contracted out for. Administrative Code Section 21.21 states:

> Each Contractor entering into a contract with the City that could involve the Contractor's provision of intellectual property to the City must save, keep, hold harmless and fully indemnify the City and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for infringement of the patent rights, copyright, trademark or other intellectual property claims of any person in consequence of the use by the City, or any of its officers or agents, of articles to be supplied under such contract and of which the contractor is not the patentee or assignee or has not the lawful right to sell the same.

A clause waiving Administrative Code Section 21.21 was included in the original contract between the DPH and Siemens and approved by the Board of Supervisors in 2010 (File 10-0752), as well as in the amended contract approved by the Board of Supervisors in 2013 (File 13-0514). According to Ms. Mindolovich, the DPH has determined that in light of the totality of this contract, the risk of third party software infringement is low. Further, in the event that such a risk was identified, the DPH would stop using the infringing software and would work with Cerner to identify a suitable replacement.

RECOMMENDATIONS

1. Amend the proposed resolution to reduce the total not to exceed contract amount by $1,106,747 from $88,585,606 to $87,478,859.

2. Approve the proposed resolution as amended.

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **February 3, 2017**, in San Francisco, California, by and between **Cerner Health Services, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, the City and County of San Francisco (CCSF), through its Department of Public Health, ("Customer") entered into an Information Technology Agreement with Siemens Medical Solutions USA, Inc. ("Siemens") (BPHC11000027) for the period July 1, 2010 through June 30, 2017 (as it may be amended from time to time in accordance with its terms, the "Agreement"); and

WHEREAS, the City and County of San Francisco (CCSF), through its Department of Public Health, entered into an amendment (the "First Amendment", COHC14000054) with Siemens to formally amend the Original Agreement with Siemens to purchase additional system capabilities; and

WHEREAS, the City and County of San Francisco (CCSF), through its Department of Public Health, consented to an Assignment and Assumption Agreement between, Siemens Medical Solutions USA, Inc. (Assignor) and Cerner Health Services, Inc. (Assignee) (BPHC15000071) which assigned the original Agreement to Cerner Health Services, Inc.; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to contract term, increase the contract amount, and update standard contractual clauses; and

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved the following resolution _____; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4167-09-10 revised 8/01/2016;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010 (BPHC11000027) including but not limited to its First Amendment, dated May 23, 2013 (COHC14000054) and this Second Amendment, as it may be amended from time to time in accordance with its terms between Contractor and City.

1b. **Contract Monitoring Division. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. **Section 3.1.** Section 3.1 Term, currently reads as follows:

3.1 **Term.** This Agreement shall be effective as of the July 1, 2010 and shall continue in effect through June 30, 2017 ("Term"). No later than thirty (30) days prior to the end of the Term, CCSF shall have the option to extend the Term by twenty-four (24) months at the then-invoiced rates, subject to the applicable adjustment terms in this Agreement, by executing a corresponding amendment with Siemens. Upon termination of this Agreement, Sections 31 and 32 shall survive in perpetuity.

Such section is hereby amended to read in its entirety as follows:

3.1 **Term.** This Agreement shall be effective as of the July 1, 2010 and shall continue in effect through June 30, 2020 ("Term"). Nevertheless, City may terminate Support for an Application or Item of Custom Programming upon at least ninety (90) days' prior written notice to Contractor, except that no such termination may be effective before the end of twelve (12) months from the effective date of the Second Amendment to this Agreement. Termination of Support shall not affect the continuation of, or fees with respect to, other services under this Agreement. Notwithstanding the above, the term for the following shall end on June 30, 2017, if not earlier terminated in accordance with the terms of this Agreement, and for the items described in this sentence, no extension option shall apply: Support and other services for the Siemens syngo Workflow, PSR# 9407189102 SIG-Standard HL7 Int, PSR# 030121109901 Authentication Services, Pharmacy Document Imaging (24 concurrent Users) and Soarian Scheduling Applications, and term licenses to and Support services for the SIS Applications (including SIS OR (Base Surgery) and SIS Anesthesia), except that this sentence does not affect the Custom Hosting Services (CHS) for the SIS Applications (with City planning to obtain licenses and support for SIS Applications directly from SIS during the period that Contractor provides Custom Hosting Services for SIS Applications without providing licenses to or Support for SIS Applications).

Upon termination of this Agreement, Sections 31 and 32 shall survive in perpetuity.

2b. Section 9.1, Fees, of the Agreement currently reads as follows:

9.1. **Fees.** CCSF agrees to pay Siemens for the products and services listed in Exhibit A in accordance with the terms of this Agreement and the fees and fee adjustments specified in Exhibit A. In no event shall the amount of this Agreement exceed FIFTY TWO MILLION TWO HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED EIGHTY DOLLARS ($52,294,980).

Siemens understands that, of the maximum dollar obligation listed in Section 9.1 of this Agreement, $475,298 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

Such section is hereby amended to read in its entirety as follows:

9.1. **Fees.** CCSF agrees to pay Cerner for the products and services listed in Exhibit A in accordance with the terms of this Agreement and the fees and fee adjustments specified in Exhibit A. In no event shall the amount of this Agreement exceed EIGHTY EIGHT MILLION FIVE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED SIX DOLLARS ($88,585,606).

Cerner understands that, of the maximum dollar obligation listed in Section 9.1 of this Agreement, $3,514,833 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Cerner without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Cerner further understands that no payment of any

portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Cerner agrees to fully comply with these laws, regulations, and policies/procedures.

2c. Section 28, Insurance and Indemnity, is replaced in its entirety to read as follows:

28. Insurance and Indemnity.

28.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Technology Errors and Omissions Liability coverage, with limits of $20,000,000 each occurrence and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(e) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than $20,000,000 each loss. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(f) Umbrella (Excess) Liability Insurance may be used to meet the required insurance limits of this contract provided such insurance "follows form" with respect to applicable underlying policies.

28.2. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

28.3 Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 45 entitled "Notices."

28.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Or, Contractor shall purchase an extended policy reporting period of not less than three (3) years, effective upon termination of such policy or upon termination or expiration of this Agreement.

28.5 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

28.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

28.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

28.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to maintain adequate types and amounts of insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

2d. **Updating Notice Addresses.** The following new addresses for notices to Contractor replace the addresses that were specified in Section 45, Notices, of the Agreement:

Cerner Health Services, Inc.
c/o Cerner Corporation
Attn.: Chief Financial Officer
2800 Rockcreek Parkway
North Kansas City, MO 64117

And

Cerner Health Services, Inc.
c/o Cerner Corporation
Attn.: Chief Legal Officer
2800 Rockcreek Parkway
North Kansas City, MO 64117

And
Sr. Director & General Manager
Cerner Health Services, Inc.
51 Valley Stream Parkway
Malvern, PA 19355

2e. **Section 54 is hereby replaced in its entirety to read as follows:**

54. Reserved. (Consideration of Criminal History in Hiring and Employment Decisions). This section is not required per the waiver dated _____, 2017 granted by OCA.

2f. Section 64 is hereby replaced in its entirety to read as follows:

64. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

2g. **Protected Health Information.** The following new Section 69 is hereby added in its entirety to read as follows:

69. Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure by Contractor or its subcontractors or agents of protected health information given to Contractor or its subcontractors or agents by City where the impermissible use or disclosure results from a breach of an applicable statute or regulation by Contractor or its subcontractors or agents, Contractor shall reimburse City for the amount of such fine or penalties or damages. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract. Contractor also agrees to pay all direct, actual, and reasonable costs associated with legally required notifications made by City to fulfill any applicable notification obligations under 45 C.F.R. 164.402-414 or a corresponding California statute or regulation to the extent a Breach of Unsecured PHI (as defined in regulations under HIPAA, i.e. the Health Insurance Portability and Accountability Act) is caused by the negligent acts or omissions of Contractor or its subcontractors or agents.

2h. **Protected Health Information and BAA.** Section 66 is hereby replaced in its entirety to read as follows:

66. PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

☒ CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will do one or more of the following:

- Create PHI
- Receive PHI
- Maintain PHI
- Transmit PHI and/or
- Access PHI

The Business Associate Agreement (BAA) in Appendix E is required and is incorporated into this Agreement by reference as though fully set forth herein. Please note that BAA requires attachments to be completed.

☐ CONTRACTOR will not have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is not required.

2i. **Order of Precedence,** Section 70 is hereby added to the Agreement:

70. ORDER OF PRECEDENCE.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, Internal Contract Revisions, PSRs and implementing task orders,. Should there be a conflict of terms or conditions, this Agreement and any modification shall control.

2j. Appendix E of the Original Agreement (Business Associate Agreement) is replaced in its entirety with the attached Appendix E (Business Associate Agreement) dated 9/06/2016.

2k. Confirming an earlier Internal Contract Revision, the parties add the attached Part VII "Healthcare Query Application Product" attachment dated September 11, 2013 to Exhibit A.

2l. Confirming an earlier Internal Contract Revision, the parties add the attached Part VIII "Rx/MAK/RxNorm Project" attachment dated December 17, 2013 to Exhibit A. The parties note that when it was attached to that Internal Contract Revision, that attachment was inadvertently labeled as being "Part VII" when there was already an existing Part VII, and the "Rx/MAK/RxNorm Project" attachment was intended instead to be Part VIII, as shown here.

2m. Confirming an earlier Internal Contract Revision, the parties add both the attached Part IX "Additional Licenses to Healthcare Query Application Product" attachment dated May 22, 2014 and the attached Part X "Additional SIS DataCaptor Licenses" attachment dated July 22, 2014 to Exhibit A.

2n. Confirming an earlier Internal Contract Revision, the parties add the attached Part XI "Substitution for MobileMD Service and Its Implementation" attachment dated July 10, 2015 to Exhibit A.

2o. Confirming an earlier Internal Contract Revision, the parties add the attached Part XII "EMUE License" attachment dated July 10, 2015 to Exhibit A.

2p. Confirming an earlier Internal Contract Revision, the parties add the attached Part XIII "QRDA Extract and Additional Room Licenses for SIS OR Application" attachment dated July 10, 2015 to Exhibit A.

2q. Confirming an earlier Internal Contract Revision, the parties add the attached Part XIV "Imprivata Purchase" attachment dated July 10, 2015 to Exhibit A.

2r. The parties add the attached Part XV "Extension and Professional Services" attachment dated January 3, 2017 to Exhibit A.

2s. The parties replace Exhibit Q of the original Agreement with the attached Exhibit Q dated February 3, 2017.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the Amendment No. 1-4N21LW3 Effective Date (the "Amendment Effective Date").

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the Amendment No. 1-4N21LW3
Effective Date first referenced above.

CITY

Recommended by:

Barbara A. Garcia, MPA
Director of Public Health
Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By:
Virginia Dario Elizondo
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration, and
Purchaser

CONTRACTOR

Cerner Health Services, Inc.

Name:
Title: V.P.

City vendor number: 96170

CMS #6896

P-550 (8-15; DPH 4-16)
Second Amendment
1-4N21LW3

February 3, 2017

Appendix E

This Business Associate Agreement ("BAA") supplements and is made a part of the contract ("Contract")] by and between the City and County of San Francisco, the Covered Entity ("CE"), and Cerner Health Services, Inc. ("Contractor"), the Business Associate ("BA"), dated July 1, 2010 (CMS #6896), as amended. To the extent that the terms of the Contract are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Contract, SFDPH requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the HIPAA Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Definitions;**

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103 and for the purposes of this BAA shall mean Cerner Health Services, Inc..

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103 and for the purposes of this Agreement shall mean City and County of San Francisco, a municipal corporation.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health

care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. **Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate.**

a. **Attestations.** The BA will be required to complete and return to CE (and retain in BA's records for a period of seven years) the following forms, incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1), Data Security (Attachment 2) and Compliance (Attachment 3) within ninety (90) calendar days from the execution of the

Contract. If CE makes substantial changes to any of these forms during the term of the Contract, the BA will be required to complete CE's updated forms and return them to CE within ninety (90) calendar days from the date that CE provides BA with written notice of such changes.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors provide, medical information/PHI privacy and security training to each employee or agent that will access, use or disclose Protected Information, prior to accessing, using or disclosing Protected Information for the first time, and annually thereafter during the term of the Contract. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the medical information/PHI privacy and security training was completed. BA shall retain such records for a period of seven years and shall make all records of BA's employees available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract and BAA, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory

assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose PHI other than as permitted or required by the Contract and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within thirty (30) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting

to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors; provided, however, that the parties acknowledge the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent

that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. **Termination.**

a. Material Breach. A breach by BA of any provision of this BAA shall constitute a material breach of the Contract and this BAA and shall provide grounds for immediate termination of the Contract and this BAA, any provision in the CONTRACT to the contrary notwithstanding if a cure is not feasible. [45 C.F.R. Section 164.504(e)(2)(iii)]. BA shall have thirty (30) days to cure such breaches to CE's satisfaction, unless a cure is not feasible. If BA is unable to cure the breach within the specified thirty (30) days, CE shall have the right to terminate this BAA.

b. Judicial or Administrative Proceedings. CE may terminate the Contract and this BAA, effective immediately, if a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations related to this BAA or other security or privacy laws is made in any administrative, criminal, or civil proceeding in which the party has been joined related to this BAA.

c. Effect of Termination. Upon termination of the Contract and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as reasonable determined by BA and CE,BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall confirm in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI and to the extent such impermissible use or disclosure of PHI was caused by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days.

Attachment 1 – SFDPH Privacy Attestation, version 10/29/15
Attachment 2 – SFDPH Data Security Attestation, version 10/29/15
Attachment 3 – SFDPH Compliance Attestation, version 10/29/15

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Organization Name:		Contractor City Vendor ID	

SFDPH PRIVACY ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement (BAA) in compliance with the Health Information Portability and Accountability Act (HIPAA) and other patient confidentiality laws and regulations. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	Yes	No*	DOES YOUR ORGANIZATION…			
A			Have formal Privacy Policies? (use of SFDPH Privacy Policies will suffice for "yes")			
B			Have a designated Privacy Officer? The Privacy Officer is your organization's designated person who will authorize your employee's "Systems Access Request (SAR) Form". [Note: SARs will NOT be processed by SFDPH without this person's signature.]			
			If yes:	Privacy Officer Name	Phone #	Email:
C			Require Privacy Training for all employees who have access to PHI upon hire and annually thereafter? (Use of SFDPH Privacy/Data Security Training will suffice for "yes"). [Beginning in FY1516, DPH will require document retention for 7 years.]			
D			Have proof that employees upon hire, and annually thereafter, have signed the SFDPH "User Confidentiality, Security, and Electronic Signature Form"? [Beginning in FY1516, DPH will require document retention for 7 years.]			
E			Have evidence that SFDPH was notified to de-provision employees who have access to SFDPH PHI within 2 business days for regular terminations and within 24 hours for terminations due to cause?			
F			Assure that staff who download, create, or transfer PHI offsite (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that PHI is only transferred or created on devices that are encrypted?			
G			Have (or will have if/when applicable) BAAs with subcontractors or vendors who create, receive, maintain or transmit SFDPH PHI.			

Does your organization serve patients/clients for or on behalf of DPH? If ___YES, answer h-k. If ___NO, these questions are not applicable, please go directly to ATTEST.

	Yes	No*	DOES YOUR ORGANIZATION…
H			Have evidence in each patient's/client's chart or electronic file that the Privacy Notice was provided in the patient's language (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms are available from SFDPH).
I			Have visibly posted the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?
J			Have documented each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?
K			When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Federal Privacy Rule) are obtained PRIOR to releasing a patient's/clients health information?

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Privacy Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

*** EXCEPTIONS:** If you have answered "NO" to any question in A-G or H-K (if applicable), please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature	Date

Organization Name:		Contractor City Vendor ID	

SFDPH DATA SECURITY ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement in compliance with the Health Information Portability and Accountability Act (HIPAA, ADMINISTRATIVE 45 CFR 164.308(a)(8)), Health Information Technology for Economic and Clinical Health Act (HITECH), and the American Institute of Certified Public Accountants (AICPA) requirements. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	YES	NO*	DOES YOUR ORGANIZATION...			
A			Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/ HITECH at least every two years? [Beginning in FY1516, DPH will require document retention for 7 years.]			
B			Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?			
			Date of last Data Security Risk Assessment/Audit			
			Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report			
C			Have a formal Data Security Awareness Program?			
D			Have a designated Security Officer?			
			If yes: IT Security Officer	Phone #	Email:	
E			Require Data Security training for all employees who have access to PHI upon hire and annually thereafter? (Use of SFDPH Privacy/Data Security Training will suffice for "yes".) [Beginning in FY1516, DPH will require document retention for 7 years.]			
F			Have policies and procedures to detect, contain, and correct security violations? (Use of SFDPH Privacy Policies will suffice for "yes".)			
G			Have (or will have if/when applicable) Business Associate Agreements with subcontractors or vendors who create, receive, maintain or transmit SFDPH PHI.			
H			Have (or will have if/when applicable) a diagram (of how SFDPH data flows between your organization and this downstream or 3rd party entity (including named users, access methods, on-premise data hosts, processing systems, etc.)?			

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ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Data Security Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

*** EXCEPTIONS:** If you have answered "NO" to any question, please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature	Date	

Organization Name:		Contractor City Vendor ID	

SFDPH COMPLIANCE ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement in compliance with Medicare Medicaid Conditions of Participation, False Claims Act and other ethics/compliance laws and regulations. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	YES	NO*	DOES YOUR ORGANIZATION...			
A			Have a formal Compliance Program?			
B			Have a designated Compliance Officer?			
			If yes:	Compliance Officer Name	Phone #	Email:
C			Require all employees who have access to SFDPH Systems or PHI to take Compliance training upon hire and annually thereafter? (Use of SFDPH compliance training will suffice for "yes".) [Beginning in FY1516, DPH will require you to retain these records for 7 years.]			
D			Have proof that employees upon hire, and annually thereafter, have signed agreement to the SFDPH "Code of Conduct"? [Beginning in FY1516, DPH will require document retention for 7 years.]			
E			Have mechanisms in place to identify and promptly respond to compliance deficiencies and report to the SFDPH all identified compliance deficiencies related to services that were billed by SFDPH or that could jeopardize your organization's continued participation in government health care programs, including Medicare or Medi-Cal funded programs?			
F			Publicize and promote the SFDPH Compliance and Privacy Hotline number (1-855-729-6040) or the City's Whistleblower Program including posting a notice of whistleblower protections in staff areas where it can be seen?			
G			Have a Code of Conduct or Ethics policy that includes a mechanism for staff to confidentially and anonymously report potential compliance concerns as well as a strict non-retaliation policy (Use of SFDPH Compliance policies will suffice for "yes".)?			
H			Have mechanisms in place to review the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) exclusion lists upon initial hire and monthly thereafter to ensure that no employee, temporary employee, volunteer, consultant, or governing body member responsible for administering or delivering Federal Healthcare Program services is excluded from (may not work in) a federal health care program? [False Claims Act]			
I			Require (or will require, if/when applicable) subcontractors/vendors to comply with all requirements in this Attestation?			

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Compliance Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

*** EXCEPTIONS:** If you have answered "NO" to any question, please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature	Date

Attachment to Exhibit A

Part VII
Healthcare Query Application
Product
September 11, 2013

1. **GRANT OF LICENSE.** Siemens hereby grants Customer a non-exclusive, non-transferable license to the following Application and its related Deliverables throughout the Term of the Agreement, subject to the terms and conditions of the Agreement. Acting as Customer's Application Services Provider ("ASP"), Siemens shall process Customer's data at the ISC using the Application identified below. Customer shall pay the fees and other amounts described in this Amendment in accordance with this Amendment and with the other provisions of the Agreement. Customer shall take Delivery of the Application identified below within six (6) months from the date of this Amendment or in any event shall commence paying to Siemens the Monthly Fee listed below no later than six (6) months from the date of this Amendment. That Monthly Fee covers the term license, support, and ASP processing.

Application	Monthly Fee
Healthcare Query (1 block of 25 licenses)	$440

2. **EQUIPMENT AND THIRD PARTY SOFTWARE.** Attached hereto as Schedule 1 is the sizing and capacity assumptions and the Equipment and software configuration for the Facility. Customer shall procure all Equipment and such items of Third Party Software which are designated in Schedule 1 as being required for Customer to obtain, either from its existing resources, from Siemens and/or from a third party.

3. **MONTHLY FEES.** Customer shall pay the Monthly Fee for the Application identified in Section 1 above commencing upon Delivery of the Application or in any event within the time period described in that Section 1, and continuing throughout the Term. The implementation fees and the ASP processing portion of the Monthly Fee for Healthcare Query are based on the operation of a single production environment connected to DBS database. Customer requests for additional environments shall result in increased fees. The Base Data Storage for the Healthcare Query shall include one (1) Gigabyte of disk space for data and report templates. Customer will be billed at the current Siemens' rate for each additional unit of disk space required.

4. **PROFESSIONAL SERVICES.** Customer hereby engages Siemens to perform the professional services to deliver and install the Application and interfaces listed in this Amendment in accordance with a Project Workplan as further described in the Statement of Work attached hereto as Attachment 2. The professional service fees summarized below reflect a discount off of Siemens current Professional Services rates, and that discount is only valid if Siemens is performing all of the services described in the Statement of Work. The discount is valid for twelve (12) months from the date of this Amendment; thereafter Siemens then-current Professional Service rates shall apply. The professional services fees summarized below are net of all discounts and no other discounts shall apply.

4.1. Time and Materials Services. Siemens shall perform and Customer shall pay for the time and materials services identified in the Statement of Work referenced above. The estimate for said services is 56 hours for an estimated fee of $10,624. The professional service fees for these services shall be billed and paid monthly as incurred based on the actual hours performed.

4.2. Education. Siemens shall provide, and Customer shall pay for the courses for the number of attendees and for the fees identified in the Statement of Work referenced above and summarized in the table below. The fees and course availability listed in the Statement of Work expire on the first anniversary of the date of this Amendment. Thereafter, Siemens' then-current education rates and course offerings will apply. Customer is responsible for educating its end users on the Third Party Software listed in Schedule 1. On-site Education includes one occurrence of the class for up to the maximum number of attendees listed for each class. Siemens will bill Customer for additional attendees if Customer exceeds the maximum attendees stated in the Statement of Work at the current Education rates. Multi-Media Education includes a variety of course offerings and delivery mechanisms. Individual registration is required for single-user, Web-based courses (which includes all Web-based Training (WBTs) and e-Classes) with pricing reflecting the cost for a single user. Siemens also provides site-licensed, unlimited user access courses that can be placed on Customer's network and shared by multiple users; these courses are designated with CD-ROM in the course title.

Summary

Professional Services Summary	One-Time Fee	Recurring Fee
Professional Services	$10,624	$0
Education Services	$6,450	$0
TOTAL - All Services	$17,074	$0

5. **SUPPORT.** Support for the Application identified in Section 1 above shall be provided in accordance with the Siemens Support Program under the Agreement throughout the Term of the Agreement.

6. **SPECIAL TERMS.** The parties refer to the terms of Section 16 (Special Terms) of Part VI (System Enhancements to Provide Increased Functionality) of Attachment A of the Agreement's First Amendment, dated as of May 23, 2013. Related to that Section 16, the parties agree that listed below are special terms that relate specifically to certain items of Third Party Software that are included in this Amendment.

6.1. Healthcare Query. The Healthcare Query Application is delivered with following software from Business Objects:

- Business Objects XI Premium
- Business Objects Full Web Intelligence

For the Healthcare Query Applications, Customer is required to have a named user license for each individual user who will use the Application. The number of users listed indicates the maximum number of Customer's employees who are designated by Customer as the only authorized users of the Healthcare Query Application and the Business Objects software may contain embedded controls or counting devices which measure usage and limit logon to the number of licensed Customer users. The Business Objects named user licenses for the Healthcare Query Application may not be used with or for any other Siemens or third party applications. The annual maintenance fees listed for the Healthcare Query software entitle Customer to periodic upgrades of the Business Objects software as they are made available from Business Objects and qualified by Siemens for use with that Application. The fees also permit Customer to report problems encountered with the Siemens Model Universe(s) to Siemens for resolution, however "How to" questions and assistance with customized reports are separately billable.

7. **GENERAL.**

7.1. As required by 42 CFR 1001.952(g) and (h), Customer must, where applicable, fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this Amendment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this Amendment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

7.2. This Amendment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. Nevertheless, to clarify the scope of that superseding effect, the Parties agree that the terms of this Amendment supplement the terms of the Agreement (including any prior amendments) by adding a new Application and related professional services to its scope and providing terms to govern the additional Application and professional services described within this Amendment. This Amendment and the Agreement (including its previous amendments) constitute the entire agreement between Customer and Siemens with respect to their subject matter, and they supersede all other prior and contemporary agreements, terms, understandings, and commitments between Customer and Siemens with respect to that subject matter. As amended, the Agreement shall remain in full force and effect.

Attachment 1
SCHEDULE 1

Customer: City and County of San Francisco
Date: July 25, 2013

Applications	Release
Healthcare Query ASP	7.00/7.01

Tracking Code: 130725DW1530S

Notes

- Decision Support Solution customers must be on DSS 6.3 or higher in order to implement Healthcare Query.
- Soarian Financial customers who do not have DSS must be on Soarian Financials Version 3.2 or higher in order to implement Healthcare Query.
- Healthcare Query customers without DSS and without Soarian Financials can interface INVISION, UNITY or MS4 Patient Accounting data to Healthcare Query ASP for reporting. Three years of data will be maintained in the Healthcare Query environment through monthly purging.
- Customers without DSS or Soarian Financials databases, do not need to purchase Windows or SQL Client Access Licenses. In this case, the Healthcare Query ASP database uses the Microsoft SLPA licenses. DSS and Soarian Financials customers must purchase Windows and SQL Client Access licenses as they use the Microsoft Server/CAL licenses.

Minimum Equipment and Third Party Software Requirements:

Healthcare Query Workstation
Required Equipment:

- Intel or 100% compatible Pentium 2.0GHz processor
- 10/100Mb network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 17" XGA monitor –(15" XGA Monitor with scrolling)
- Keyboard and Mouse
- 2 GB RAM - Note that workstation memory is specified in terms of Healthcare Query requirements. Workstation memory should be sized for all applications using it as well as the operating system requirements. For example, Microsoft's requirement for Windows 7 is 2GB minimum and Windows XP is 128MB minimum.
- (1) disk drive with 650MB of free disk space

Required Third Party Software:

- Microsoft Windows 7 (64 bit or 32 bit) or Windows XP Professional (32 bit) - Note: Microsoft Windows XP Professional is supported until the Microsoft Extended Support expires
- Microsoft Windows Server 2008R2 Client Access License
- Microsoft SQL Server 2008 Client Access Licenses
- Microsoft Excel 2010 (32 bit) or 2007(32 bit) – Required if there is a need to read Excel-exported data on the workstation
- Oracle Java Standard Edition Runtime Environment 6 (Free download)
- Adobe Reader Version 10.x , 9.x or Version 8.x (Free download) – Required if there is a need to read PDF-exported data on the workstation
- Microsoft Internet Explorer Version 9 (32 bit) or Version 8 (32 bit)
- Microsoft XML Core Services Version 4.0 (Free download) Note: Customers without DSS or Soarian Financials databases do not need this download.

Attachment 2

STATEMENT OF WORK

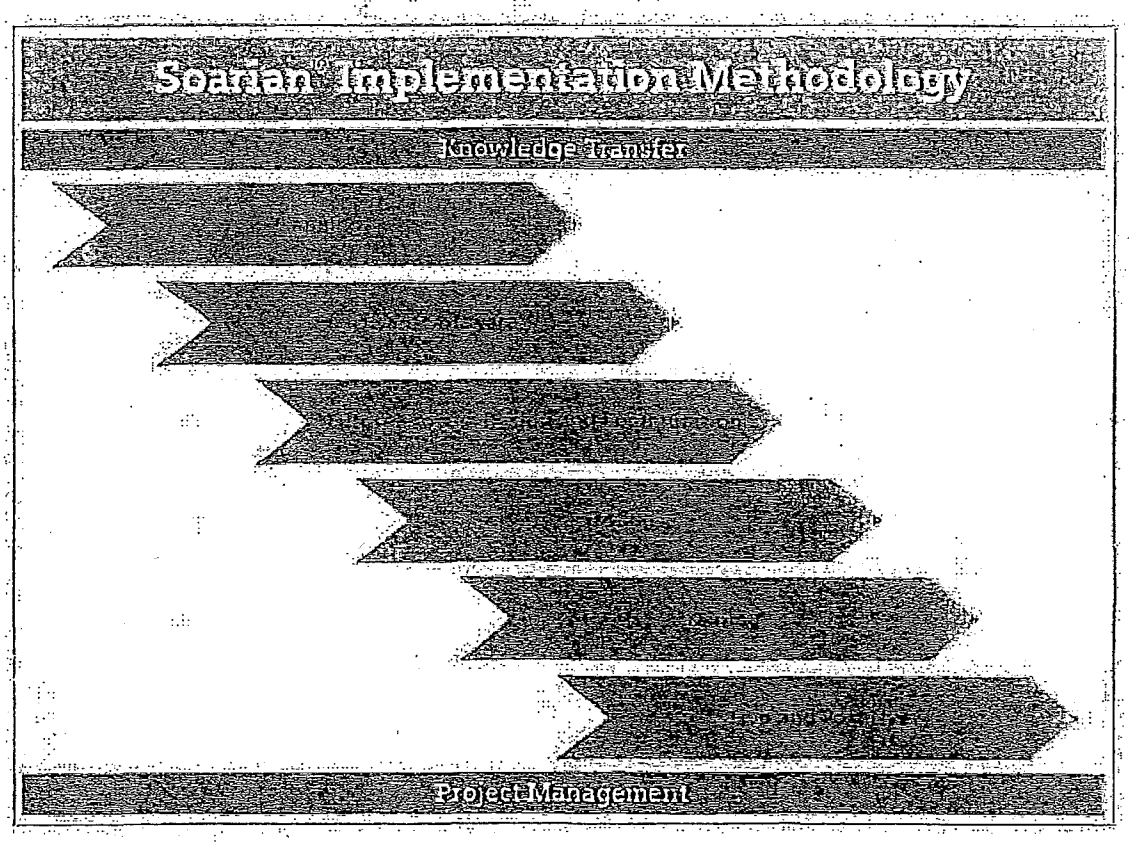
General Overview

Approach

Siemens' approach focuses on quality services delivery in support of Customer's organizational objectives. Siemens respects the mission and values that City and County of San Francisco represents and will focus the implementation on using state of the art tools, technology and System functionality to improve operational and/or business processes at City and County of San Francisco.

Siemens pledges that, with everyone's committed efforts, this engagement will be completed according to the timeline presented in this Statement of Work. Siemens will work with City and County of San Francisco during the implementation using a prescribed methodology that targets speed to value with less disruption of day-to-day business operations during the implementation process.

Siemens commits to delivering recommended practices focused on patient-centric workflow, as well as providing suggested processes, policies and procedures to support the cycle of patient care from arrival to receipt of care, to discharge and follow up as is appropriate for contracted services. Key components can include:



Professional Services Overview

Siemens is pleased have the opportunity to use its methodologies, tools and implementation leadership to work with City and County of San Francisco to provide services for the following:

Phase 1: The duration of this phase is two (2) months

- Decision Support Solutions

Professional Services Scope and Approach

The right tools are critical to support an efficient and simplified implementation. In the pursuit of excellence Siemens leads this project by aligning best practices experience with an implementation approach designed to improve the quality and overall speed of the implementation.

Professional Services

Siemens and Customer will navigate the implementation using the following approach:

Decision Support Solutions

Tasks	Deliverable	Responsible
Deliver Healthcare Query production environment	• Application software delivered	• Siemens Application Deliveries Consultant • Customer Operations/Systems Analyst
Implement and review Healthcare Query security	• Implement and review security for initial set of up to ten (10) core users for Healthcare Query accessing the DSS production environment completed	• Siemens Soarian Analytics/DSS Consultant • Customer Reporting Analyst
Implement Customer interfaces within the Healthcare Query universe	• INVISION Patient Accounting completed • INVISION Clinical System for Meaningful Use completed	• Siemens Soarian Analytics/DSS Consultant • Customer Reporting Analyst

Project Assumptions

General Assumptions

The following General Assumptions frame the scope and work associated with the implementation. These assumptions are not intended to be a definitive list of tasks or responsibilities, but rather include key obligations required to support the mutually agreed upon scope.

- City and County of San Francisco will provide an environment that supports the project team's work through completion of the project. This may include, but is not limited to, dedicated team conference room(s), separate desks for Siemens on-site consultants, telephone access, Internet and network access, system access and sign-on and administrative support as appropriate
- Siemens and Customer will mutually agree to the timing and scheduling of required Siemens education to support the implementation process
- City and County of San Francisco will use current Third Party Software vendors unless being replaced by a Siemens system included in this agreement
- Siemens will review Customer provided information related to major business initiatives, such as facility or infrastructure expansion or renovation, additional technology investments, in-house re-engineering efforts, or other consulting engagements, that may affect the implementation during the planning phase when Customer has contracted with Siemens for full implementation services.
- City and County of San Francisco agrees that a corporate model approach will be used if appropriate for the software setup for the implementation. This will consist of standard policy, practices and data structures across the enterprise, including off-site locations
- City and County of San Francisco will translate their clinical and/or business requirements into system related decisions and settings. Siemens will provide guidance and best practice experience and guidance configuring software when appropriate for the level of contracted services
- City and County of San Francisco will develop unit and integrated testing scenarios, as well as manage and execute System testing with Siemens collaborating with Customer on resolution of functional design issues
- City and County of San Francisco will develop core trainer and end user training materials if required for contracted software in this agreement
- Siemens base services include support for the Application live event as specified in the Project Workplan or this Statement of Work. This also includes routing issues through the appropriate event tracking system and transitioning Customer to support

Technology Assumptions

The following Technology Assumptions frame the scope and work associated with the implementation. These assumptions are not intended to be a definitive list of tasks or responsibilities, but rather include key obligations required to support the mutually agreed upon scope

- Siemens will conduct a technology planning session to identify technical requirements at Customer site for the implementation
- Siemens will validate network and system connectivity, and will provide remote connectivity to the onsite environments for Siemens installation and support activities
- Siemens will conduct a readiness review to determine equipment location and prepare for network and equipment installation
- An enterprise backup solution must be in place for ICO hardware components at customer site that includes the ability to recover data in accordance with City and County of San Francisco defined timeframes
- Siemens will enable network communications by completing firewall, Network Address Translation (NAT) and required routing

- Siemens will route Application traffic between Siemens WAN router at Customer's Facility to the Siemens Data Center via a private network, where appropriate
- Siemens will participate in turnover of the platform infrastructure to Siemens support and to the Customer.

Customer Staffing Requirements

Customer will be responsible for providing the appropriate resources to complete the engagement as recommended in the estimates below. Customer agrees that its assigned personnel shall have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise, software training, and the appropriate skill sets as outlined in the Roles and Responsibilities document in order to complete the implementation within the stated duration. Additionally Customer personnel are responsible to communicate business needs, complete analysis, design, configuration and testing and shall develop training materials, conduct user training and provide maintenance and ongoing system support starting with Application delivery. Additional details about resource assignment, resource tasks and resource work effort are in the Project Workplan, if applicable. FTE calculations are based on 2000 hours per year and the average duration of the install.

Decision Support Solutions	Hours	FTEs
Application Analysis - Financials	33	.10
Project Leadership	13	.04
Technology	26	.08
Average Install duration: 2 months		

Siemens Pricing Information

Professional Services

Siemens will provide the following Time and Materials services listed below.

Services	Estimated Hours	Estimated Fee	Recurring Fee
Professional Services	56	$10,624	
Total	56	$10,624	$0

Education Services

Siemens agrees to provide, and Customer agrees to pay for the courses for the number of attendees and for the fees listed below.

Course	Duration	Attendee Fee	Attendees	Total	Monthly Support Fee
On-Site Education					
Healthcare Query Level 1	1 day		6	$3,000	
Healthcare Query Level 2	1 day		6	$3,000	
Multi Media Education					
Healthcare Query Administration				$150	
Healthcare Query Understanding the Database				$300	
Total				$6,450	$0

Attachment to Exhibit A

Part VII
Rx/MAK/RxNorm Project
December 17, 2013

1. **FDB INTEROPERABILITY MODULE™, Enhanced Package.** Siemens' supplier, First DataBank, Inc. ("FDB"), owns or is a licensee of various copyrighted databases of medical, pharmaceutical and nutritional information, and periodic updates thereto, and user manuals (referred to collectively as the "FDB Knowledge Bases"). Siemens shall host the FDB Knowledge Base listed below (the "FDB Solution") at the Siemens Information Services Center (ISC, now known as the Healthcare Computing Center or "HCC") and provide access to the FDB Solution to Customer only for Customer's Facilities listed below, in connection with Siemens' remote processing of Customer's INVISION RCO Application, subject to the terms and conditions of the Agreement. Customer shall pay the fees and other amounts described in this Amendment in accordance with this Amendment and with the other provisions of the Agreement.

FDB Knowledge Base – Licensed Content	Monthly Subscription Fee
FDB INTEROPERABILITY MODULE™, Enhanced Package	$1180.00

Customer's Facility Name	Address
San Francisco General Hospital	1001 Portero Avenue, San Francisco, California
Laguna Honda Hospital & Rehabilitation Center	375 Laguna Honda Blvd., San Francisco, California

2. **TERM.** The term of the subscription to the FDB Solution shall be coterminous with the Term of the Agreement.

3. **MONTHLY SUBSCRIPTION FEES.** Customer shall pay the full Monthly Subscription Fee for the FDB Solution commencing upon the earlier of First Productive Use of the FDB Solution or twelve (12) months from the date of this Amendment and continuing throughout the Term of the Agreement. The Monthly Subscription Fees listed herein shall be subject to adjustment under the terms of Section 9.5 (General Payment Provisions) of the Agreement.

4. **ICO TO ASP PHARMACY/MED ADMINISTRATION CHECK.** Customer previously licensed the following Applications for operation in Customer's data center ("ICO"). Customer now desires to have Siemens act as Customer's Application Services Provider ("ASP") and operate these Applications at the HCC. Customer shall make the conversion from ICO to ASP within six (6) months from the date of this Amendment or in any event shall commence paying to Siemens the Monthly ASP Processing Fee described below no later than twelve (12) months from the date of this Amendment. Upon commencement of the ASP service for an Application, Customer shall cease using and shall de-install the corresponding ICO Application. Interim Use capabilities for an Application will be made available to Customer beginning on the Application's Delivery Date in an ASP form. Interim Use permits Customer to use the capabilities of Applications before use in production, including, among other things, loading profiles and master files, testing of functions, training and form Adaptations. The Monthly Interim Use Fee, equal to fifty percent (50%) of the Monthly ASP Processing Fee for these Applications, is due on the first day of each month during the period beginning on the Delivery Date of either of these Applications in an ASP form and ending when Customer begins paying the full Monthly ASP Processing Fee for these Applications as described in the next sentence. Customer agrees to begin paying the full Monthly ASP Processing Fee for these Applications on the earlier of First Productive Use of either of these Applications in an ASP form or the first anniversary of the date of this Amendment. The Monthly ASP Processing Fees listed herein shall be subject to adjustment under the terms of Section 9.5 (General Payment Provisions) of the Agreement, as well as under the other applicable ASP Fee adjustment terms of the Agreement, including those added by this Amendment. The fees described in this Section are in addition to the Monthly Term License Fee under the Agreement for these Applications.

ASP Applications	Monthly ASP Processing Fee
Pharmacy and Med Administration Check	$13,609.00

4.1. Upon Delivery of the ASP Pharmacy Application the following annual maintenance fees shall be terminated:

- Intersystems Annual Maintenance Fee: $12,594

4.2. Adjustments to the Siemens Pharmacy and Med Administration Check Monthly ASP Fee. The monthly ASP Processing Fee for the Siemens Pharmacy and Med Administration Check Applications is based on the following Metrics:

- Total number of concurrent users for Siemens Pharmacy and Med Administration Check
- Total number of named users
- Total number of Pharmacy orders per day

4.2.1. Following the First Productive Use of the Siemens Pharmacy and Med Administration Check Applications in ASP form, Siemens will perform an annual review at the end of each calendar year of resource usage. Siemens reserves the right to increase the monthly ASP Service Fee if the resource usage for any of the statistics listed in Section 4.2 above exceeds data statistic values contained in the Schedule 1/Hardware Configuration by ten percent (10%) or more for three (3) consecutive months. All adjustments will be based on increasing the monthly ASP Service Fees at then-current rates for the specific resource consumption.

4.2.2. The Monthly ASP Fee for Applications includes storage allocation for the number of months specified in the Schedule 1/Hardware Configuration. Siemens will purge Customer data based on the number of months specified in the Schedule 1/Hardware Configuration.

4.2.3. Siemens will perform an assessment of Customer's Wide Area Network (WAN) connections to the Siemens data center. An increase in WAN bandwidth may be necessary to process the additional traffic between Customer sites and the Siemens data center.

4.2.4. **Release/Version Upgrades and Service Packs.** The Monthly ASP fee for the Siemens Pharmacy and Med Administration Check Applications includes Siemens Professional Services Fees to pay for the installation of one Release and four fix kits per year of Siemens Pharmacy/Med Administration Check.

4.2.4.1. Release/Version Upgrades. Within three (3) months of the announcement of General Availability of the next Release of Siemens Pharmacy and Med Administration Check, Customer will be notified that Customer's system will be upgraded to the new Release in Customer's training environment. Customer will have eight weeks to complete Release testing and schedule a live date with Siemens. If Customer does not schedule a live date, Siemens will schedule a live date.

4.2.4.2. Service Packs. Within three (3) months of the announcement of General Availability of the next Service Pack for Siemens Pharmacy and Med Administration Check, Customer will be notified that Customer's system will be upgraded to the new Service Pack in Customer's training environment. Customer will have four weeks to complete release testing and schedule a live date with Siemens. If Customer does not schedule a live date, Siemens will schedule a live date. "Service Pack" means an Update or cumulative Update.

5. **PROFESSIONAL SERVICES.** Customer hereby engages Siemens to perform professional services in accordance with a Project Workplan as further described in the Statement of Work attached hereto as Attachment 2. The professional service fees summarized below reflect a discount off Siemens' current professional services rates. The discount is only valid if Siemens is performing all of the services described in the Statement of Work referenced above. The discount is valid for the entire project, provided that Customer permits Siemens to begin the engagement within twelve (12) months after the date of this Amendment; otherwise, Siemens then-current professional service rates will apply. The professional services fees summarized below are net of all discounts and no other discounts apply.

5.1. Time and Materials Services. Siemens shall perform the services identified in the Statement of Work referenced above on a time and materials basis. The professional service fees for these services shall be billed and paid monthly as incurred based on the actual hours performed. The estimated professional services fees for those services are summarized in the table below.

5.2. Custom Programming. Siemens shall provide the Custom Programming identified in the Statement of Work referenced above for the fees summarized in the table below. Customer shall pay those fees as described in Section 5.1 (Time and Materials Services) above. Customer shall begin paying Monthly Support Fees, if any, three (3) months after Delivery of the Custom Programming.

Professional Services Summary	Estimated Fee	Recurring Fee
Professional Services	$108,550	$0
Custom Programming Services	$12,400	$391
TOTAL - All Services	$120,950	$391

6. **SPECIAL TERMS**. Supplementing the terms of Section 16 of *"Part VI System Enhancements to provide increased functionality"* of the Agreement's First Amendment dated as of May 23, 2013, listed below are special terms that relate specifically to certain items of Third Party Software that are included this Amendment.

6.1. Special Terms for FDB Solution.

6.1.1. The FDB Solution was developed by FDB and licensed for use within Siemens INVISION Clinicals Application.

6.1.2. Authorized use of the FDB Solution expressly excludes distribution of data to any third party outside of Customer's organization, or use in medical practice management systems which support drug dispensing, a clinical data repository, e-prescribing, disease management applications, prescription pricing in a retail setting, claims preparation and adjudication for the purpose of third party billing, clinical medical records management systems, litigation or regulatory investigations or inquiry (other than pursuant to a subpoena or other legal process compelling disclosure), supporting internet websites, or any other use not clearly defined above.

6.1.3. The FDB Solution is intended to supplement the knowledge of pharmacists, physicians, and other healthcare professionals and is not intended to replace clinical judgment. While FDB represents and warrants that it has utilized reasonable care in collecting and reporting the information contained in the FDB Solution, Siemens and FDB disclaim all warranties, whether expressed or implied including any warranty as to the quality, completeness, accuracy, or suitability of the information.

CUSTOMER ACKNOWLEDGES THAT FDB AND SIEMENS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO THE QUALITY, ACCURACY OR COMPLETENESS OF THE FDB SOLUTION, INCLUDING BUT NOT LIMITED TO THE CODES, ALERTS, DATA AND OTHER INFORMATION THEREIN, AND THAT FDB AND SIEMENS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

6.1.4. Customer assumes all risk for the selection and use of the FDB Solution and agrees that neither Siemens nor FDB will be liable to Customer for any indirect, incidental, special or consequential damages arising out of or related to Customer's use of the FDB Solution.

6.1.5. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Neither Siemens nor FDB assume any responsibility for patient care or for Customer's actions or omissions in providing patient care services. Customer acknowledges that the information contained in the FDB Solution is intended to supplement, but is not a substitute for, the knowledge, expertise, skill and judgment of physicians, pharmacists, and other healthcare professionals in the diagnosis and treatment of patients and other delivery of healthcare services, that the absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective for any given patient, and that the information contained in the FDB Solution is advisory only, and is not intended to replace Customer's sound clinical judgment and discretion in patient care.

6.1.6. IN NO EVENT SHALL SIEMENS' OR FDB'S LIABILITY UNDER OR RELATED TO THIS AMENDMENT EXCEED THE AMOUNT PAID TO SIEMENS BY CUSTOMER FOR THE FDB SOLUTION DURING THE CURRENT TERM UNDER THE AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR CLAIM, AND REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED ON ANY ALLEGED ACT OR OMISSION

OF FDB, INCLUDING BUT NOT LIMITED TO ANY ACTION BASED ON NEGLIGENCE, BREACH OF WARRANTY OR BREACH OF CONTRACT.

6.1.7. Customer will not alter, amend, modify, or change in any respect, any of the FDB Solution unless authorized to do so by FDB. Without limiting the foregoing, Customer shall have no right to use, modify, reproduce or distribute the FDB Solution, nor the right to license third parties to exercise any rights with regard to the FDB Solution.

6.2. **Additional Special Terms for ASP Siemens Pharmacy/Med Administration Check.**

6.2.1. **Rumba Third Party License.** Included is a license for the number of users specified in the Schedule 1/Hardware Configuration to access the Rumba Terminal Emulator software product from Siemens' third party supplier, Micro Focus, solely for the purpose of accessing character cell functions used for troubleshooting, master file maintenance and administration of the Pharmacy Application.

6.2.2. **Intersystems Cache Database licenses.** Cache database licenses will be purchased by Siemens on behalf of the Customer. Cache database licenses are not transferable.

7. **EQUIPMENT AND THIRD PARTY SOFTWARE.** The Schedule 1/Hardware Configuration attached to this Amendment as Attachment 1 includes the sizing and capacity assumptions and the Equipment and software configuration for the Facilities. Customer shall procure all Equipment and such items of Third Party Software (Equipment and Third Party Software are collectively referred to as "Technology") which are designated in the Schedule 1/Hardware Configuration as being required for Customer to obtain either from its existing resources, from Siemens and/or from a third party.

8. **HELP DESK.** Customer shall not be obligated to pay any of the fees related to the Help Desk services that were described in the Agreement's First Amendment dated as of May 23, 2013, Attachment 7, Part VI, Managed Services Supplement, and Siemens shall not be obligated to perform those Help Desk services.

9. **IMPRIVATA PHASE 2.** Customer shall not be obligated to pay any of the fees related to Imprivata, Phase 2, pursuant to the Phase 2 portion of that First Amendment, Attachment 8, Technology Bids, and Siemens shall not be obligated to provide Third Party Software or Maintenance pursuant to that Phase 2 portion of that Attachment 8.

10. **GENERAL.**

10.1. As required by 42 CFR 1001.952(g) and (h), Customer must, where applicable, fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this Amendment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this Amendment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

10.2. This Amendment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. No provisions of any Customer purchase order shall apply. As amended, the Agreement shall remain in full force and effect.

ATTACHMENT 1
ASP Schedule 1 / Hardware Configuration

Customer: City and County of San Francisco
Date: September 09, 2013

Applications	Version
Pharmacy	24.4
Med Administration Check	24.4
Siemens Pharmacy Document Management	24.4

Tracking Code: 130909MW1409S

Customer Statistics:

Siemens Pharmacy:	
Number of Concurrent Users:	25
Number of Concurrent UDA Users:	3
Number of Inbound Interfaces:	2
Number of Entities:	1
Number of Sites per Entity:	1
Number of Beds:	365
Number of Pharmacy Orders per day:	1100
Number of Years to Retain Pharmacy Orders:	7
Number of Crystal Report Designer Named Users:	2
Number of Concurrent Master Maintenance Users:	5
Production Database Size (GB):	57
Med Administration Check:	
Number of Concurrent Users	100

Note: Siemens Pharmacy Document Management requires Siemens Enterprise Document Management release 24.05.02 or higher

Minimum Equipment and Third Party Software Requirements:

Pharmacy Workstation:
Required Equipment:
- A 100% compatible Pentium processor or higher (recommended minimum 1.2 GHz) - capable of supporting dual video cards for Document Imaging
- 100/1000 MB network interface card supported by the network
- 17" SVGA 1024 x 768 resolution color monitor - (2) 17" Monitors LCD recommended for Document Imaging
- Windows supported pointing device
- 512 MB RAM + Operating System minimum requirements
- 1.5 GB of available disk space

Required Third Party Software:
- Supported platforms include Windows XP Professional Service Pack 2 and above, Windows Vista Business Service Pack 1 and above, Windows 7
- Microsoft Internet Explorer 7.0 or higher
- Microsoft Access 2007 or 2010 is required for tailoring of UDA reports
- Citrix XenApp Web Plug-In, 11.0 or 12.1
- WinZip 9.0 or higher - Note, WinZip is only needed if retrieving or viewing historical purge files

Pharmacy Printers:
- Printers must be LPD compliant.

Point of Care Device:

Point of Care Workstation:
Required Equipment:
- A 100% compatible Pentium processor or higher (recommended minimum 1.2 GHz)
- 100/1000 MB network interface card supported by the network

- 15" SVGA 1024 x 768 resolution color monitor
- Wireless network interface card supported by the network
- Windows supported pointing device
- 512 MB RAM + Operating System minimum requirements
- 1.5 GB of available disk space
- 1 free USB port for Reduced Space Symbology capable barcode scanner

Required Third Party Software:

- Supported platforms include Windows XP Professional Service Pack 2 and above, Windows Vista Business Service Pack 1 and above, Windows 7
- Microsoft Internet Explorer 7.0 or higher
- Microsoft Access 2007, 2010 is required for tailoring of UDA reports
- Citrix XenApp Web Plug-In, 11.0 or 12.1

Point of Care Tablet:

Required Equipment:

- A 100% compatible Pentium processor or higher (recommended minimum 1.2 GHz)
- 10.4" XGA TFT LCD (1024 x 768)
- Wireless network interface card supported by the network
- 512 MB RAM + Operating System minimum requirements
- 1.5 GB of available disk space
- RSS Capable integrated barcode scanner or 1 free USB port on the Tablet for Reduced Space Symbology capable barcode scanner

Required Third Party Software:

- Windows XP Tablet PC Edition
- Microsoft Internet Explorer 7.0 or higher
- Microsoft Access 2007 or 2010 is required for tailoring of UDA reports
- Citrix XenApp Web Plug-In, 11.0 or 12.1

Attachment 2

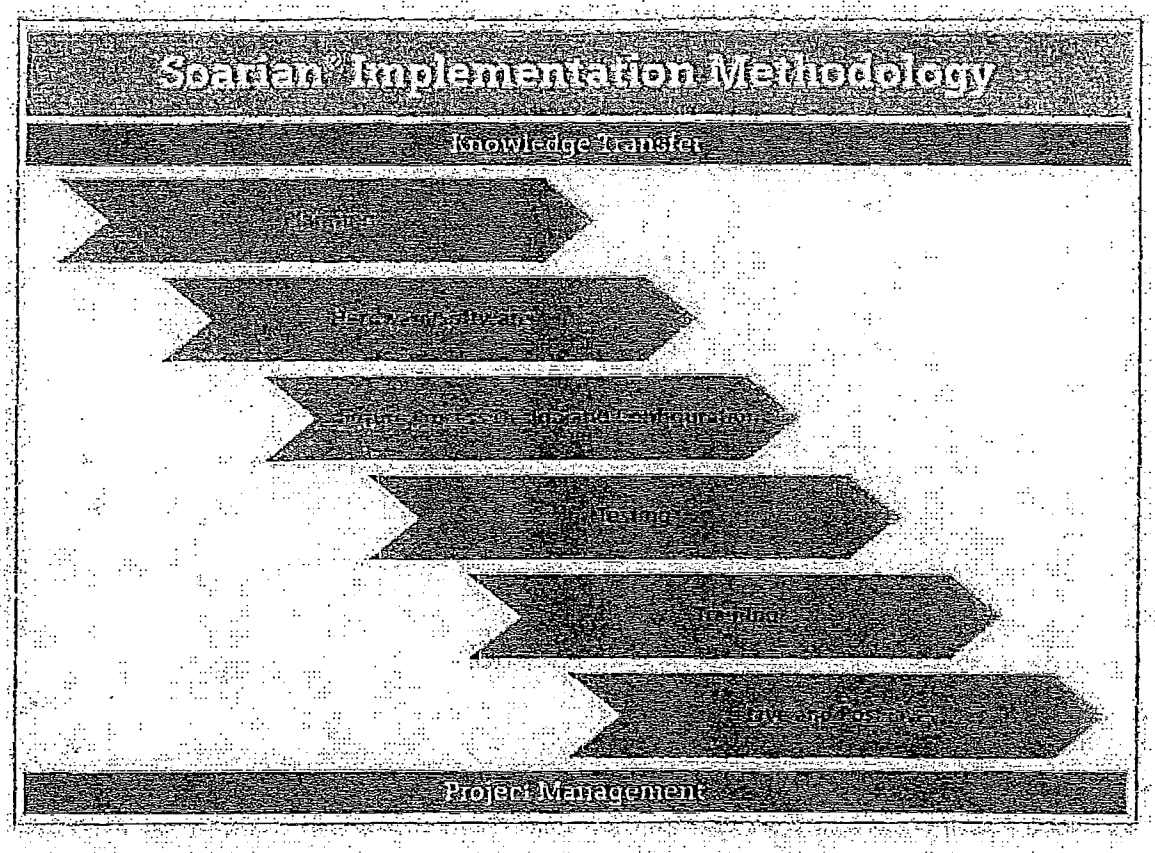
Statement of work

General Overview

Approach

Siemens' approach focuses on quality services delivery in support of Customer's organizational objectives. Siemens respects the mission and values that City and County of San Francisco represents and will focus the implementation on using state of the art tools, technology and System functionality to improve operational and/or business processes at City and County of San Francisco.

Siemens commits to delivering recommended practices focused on patient-centric workflow, as well as providing suggested processes, policies and procedures to support the cycle of patient care from arrival to receipt of care, to discharge and follow up as is appropriate for contracted services. Key components can include:



Professional Services Overview

Siemens is pleased have the opportunity to use its methodologies, tools and implementation leadership to work with City and County of San Francisco to provide services for the following:

Phase 1: The duration of this phase is fourteen (14) weeks

- Consulting Services - Additional - San Francisco General Hospital
- Supplemental Interface Services - San Francisco General Hospital
- Siemens Medication Management - San Francisco General Hospital

Professional Services Scope and Approach

The right tools are critical to support an efficient and simplified implementation. In the pursuit of excellence Siemens LEADs this project by aligning best practices experience with a simplified implementation approach designed to improve the quality and overall speed of the implementation.

Standard Services

For Soarian Applications Siemens and Customer will navigate the implementation using the following stages:

Launch Stage

During the Launch stage, Siemens and Customer core project team members will kickoff project activities and attend project education, as appropriate. Core project team members also begin to localize Application system design. Resources listed are responsible for driving each task to completion.

Tasks	Deliverable	Responsible
Initiate project	• Project checklist complete	• Siemens Pharmacy Consultant • Customer Project Manager
Complete network set up	• Network and system connectivity established • Remote connectivity to Medication Management ASP environment established	• Siemens Technology Consultant • Customer Operations/Systems Analyst
Enable software for new Facility	• Modify Medication Management site indicator to allow multi site processing	• Siemens Pharmacy Programmer • Customer Operations/Systems Analyst
Prepare Customer environments for upgrade	• Medication Management software upgraded in a single Pharmacy database across the enterprise • Medication Management software configured for one (1) site with one (1) Cache server to align with current configuration • Cache database conversion for Medication Management complete • Siemens to Siemens interfaces established/validated • Siemens to Siemens interoperability re-established	• Siemens Pharmacy Programmer • Customer Operations/Systems Manager
Migrate Customer to new environment	• Siemens Medication Management software migrated with like for like functionality • Siemens to Siemens interfaces re-established • Siemens to Siemens interoperability established/validated	• Siemens Technology Consultant • Customer Operations/Systems Analyst

Execute Stage

During the Execute stage, Siemens and Customer project team members continue to localize the Application system design by participating in tailoring sessions and test system activities. Resources listed are responsible for driving each task to completion.

Tasks	Deliverable	Responsible
Implement like for like functionality for upgrade	• Rebuild of patient and order index files for Medication Management complete • Customer set up complete • Customer questions answered	• Siemens Pharmacy Programmer
Complete integrated testing	• Customer integrated testing complete	• Customer Testing Coordinator

Adopt Stage

During the Adopt stage, Siemens and Customer project team and Customer organization prepare for operational readiness (people and process). This stage is unique in that it covers varying levels of preparedness required during the implementation process, and therefore spans the entire length of the project. Resources listed are responsible for driving each task to completion.

Tasks	Deliverable	Responsible
Conduct training	• Training plan complete • Training materials complete • End user training complete	• Customer Core Trainers • Customer Project Manager • Customer Training Coordinator
Conduct user readiness for live	• User readiness validation complete	• Siemens Pharmacy Consultant • Customer Project Manager

Deploy Stage

During the Deploy stage, Siemens and Customer project teams and Customer organization prepare for the system deployment and post-deployment monitoring (people, process and technology). Resources listed are responsible for driving each task to completion.

Tasks	Deliverable	Responsible
Develop live plan	• Live plan complete • Live resource schedule complete	• Siemens Pharmacy Consultant • Customer Project Manager
Conduct Siemens support turnover	• Customer turnover to support call complete	• Siemens Pharmacy Consultant • Customer Project Manager

Consulting Services

Siemens will utilize best practices experience to deliver the following services.

Additional Consulting Services

Siemens will perform the following Project Management tasks:

- Provide Project Management for all activities related to the Siemens Pharmacy migration from ICO to ASP.

Siemens will perform the following Pharmacy Consultant tasks:

- Perform migration services that would normally be required by the Customer.

Siemens will perform the following Technology Consultant tasks:

- Perform all Technology services that would normally be provided by the Customer.

Interfaces

Siemens is pleased to provide the following interface services. Siemens acknowledges that City and County of San Francisco may have additional integration that is required for the implementation outside of the interfaces that are included in the base price and the scope presented below. Siemens assumes that Customer will work with the appropriate Third Party Software vendors to enable such integration in a timeframe that does not negatively impact the timeline of the project.

Siemens will utilize Point to Point Protocol (PPP) to enable direct data flow between the following systems:

- Siemens Medication Management Demographics/ADT, Orders Outbound with Charges/Credits, Pocket Load/Unload Inbound from Omni-Cell – Migrate Existing Interface
- Siemens Medication Management Demographics/ADT, Orders, Drug Master File Maintenance Outbound to Automed Baxter – Migrate Existing Interface

Integration Assumptions

- Customer Responsibilities for Completing Required Interfaces Not Listed In This Document.
  - Customer will enable remaining interfaces, not listed in this document but required for First Productive Use.

Project Assumptions

General Assumptions

The following General Assumptions frame the scope and work associated with the implementation. These assumptions are not intended to be a definitive list of tasks or responsibilities, but rather include key obligations required to support the mutually agreed upon scope.

- City and County of San Francisco will provide an environment that supports the project team's work through completion of the project. This may include, but is not limited to, dedicated team conference room(s), separate desks for Siemens on-site consultants, telephone access, Internet and network access, system access and sign-on and administrative support as appropriate
- Siemens and Customer will mutually agree to the timing and scheduling of required Siemens education to support the implementation process
- City and County of San Francisco resources will be required for decisions and testing during the upgrade of the Siemens Medication Management system and migration to the Siemens hosted environment.
- City and County of San Francisco will use current Third Party Software vendors unless being replaced by a Siemens system included in this agreement

Customer Staffing Requirements

Customer will be responsible for providing the appropriate resources to complete the engagement as recommended in the estimates below. Customer agrees that its assigned personnel shall have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise, software training, and the appropriate skill sets as outlined in the Roles and Responsibilities document in order to complete the implementation within the stated duration. Additionally Customer personnel are responsible to communicate business needs, complete analysis, design, configuration and testing and shall develop training materials, conduct user training and provide maintenance and ongoing system support starting with Application delivery. Additional details about resource assignment, resource tasks and resource work effort are in the Project Workplan, if applicable. FTE calculations are based on 2000 hours per year and the average duration of the install.

Siemens Medication Management	Hours	FTEs
Application Analysis	180	.32
Integration/Conversions	6	.01
Technology	114	.20
Average install duration: 14 weeks		

Siemens Pricing Information

Professional Services

Siemens will provide the following Time and Materials services listed below.

Services	Estimated Hours	Estimated Fee	Recurring Fee
Standard Services	402	$65,550	
Consulting Services	200	$43,000	
Total	602	$108,550	$0

Custom Programming Services

Siemens will provide the following Time and Materials Custom Programming services listed below. Customer shall begin paying Monthly Support Fees, if any, three (3) months after Delivery of the Custom Programming.

Custom Programming	Estimated Hours	Estimated Fee	Monthly Support Fee
Custom Interfaces			
Supplemental Interface Services			
Siemens Medication Management Demographics/ADT, Orders Outbound with Charges/Credits, Pocket Load/Unload Inbound from Omni-Cell – Migrate Existing Interfaces	36	$5,200	$255
Siemens Medication Management Demographics/ADT, Orders, Drug Master File Maintenance Outbound to Automed Baxter – Migrate Existing Interface	26	$7,200	$136
Total	62	$12,400	$391

Attachment to Exhibit A

Part IX
Additional Licenses for Healthcare Query Application Product
May 22, 2014

1. **GRANT OF LICENSE.** Under a prior Internal Contract Revision to the Agreement, Customer licensed the Healthcare Query Application from Siemens, but that license was limited to 1 block of 25 Named User licenses. Siemens now hereby grants Customer a non-exclusive, non-transferable license to the following Application and its related Deliverables throughout the Term of the Agreement, subject to the terms and conditions of the Agreement. Acting as Customer's Application Services Provider ("ASP"), Siemens shall process Customer's data at the ISC using the Application identified below. The Incremental Monthly Fee shown below covers the term license, support, and ASP processing for this Application for these additional Named Users.

Application	Incremental Monthly Fee
Healthcare Query (2 additional blocks of 25 Named Users)	$880*

*- this amount is the total Incremental Monthly Fee for the 2 additional blocks of 25 Named Users, combined

2. **MONTHLY FEES.** Customer shall pay the Incremental Monthly Fee for the Application identified in Section 1 above commencing upon the effectiveness of the Internal Contract Revision to which this Attachment is attached an continuing throughout the Term of the Agreement.

3. **SUPPORT.** Support for the Application identified in Section 1 above shall be provided in accordance with the Siemens Support Program under the Agreement throughout the Term of the Agreement.

4. **EQUIPMENT AND THIRD PARTY SOFTWARE.** Attached hereto as Schedule 1 is the sizing and capacity assumptions and the Equipment and software configuration for the Facility. That Schedule 1 is added to Agreement's Exhibit D.- Schedule 1. Customer shall procure all Equipment and such items of Third Party Software which are designated in Schedule 1 as being required for Customer to obtain, either from its existing resources, from Siemens and/or from a third party.

5. **GENERAL.**

5.1. As required by 42 CFR 1001.952(g) and (h), Customer must, where applicable, fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this Attachment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this Attachment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

5.2. This Attachment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. Nevertheless, to clarify the scope of that superseding effect, the Parties agree that the terms of this Attachment supplement the terms of the Agreement (including any prior amendments) by adding further Named Users for an already-licensed Application, clarifying that the existing licenses are for Named Users, and providing terms to govern that incremental license and the related fees. This Attachment and the Revision that added it to the Agreement and the Agreement (including its previous amendments) constitute the entire agreement between Customer and Siemens with respect to their subject matter, and they supersede all other prior and contemporary agreements, terms, understandings, and commitments between Customer and Siemens with respect to that subject matter. As amended, the Agreement shall remain in full force and effect.

Schedule 1

Customer: City and County of San Francisco
Date: May 7, 2014

Applications	Release
Healthcare Query ASP	7.02

Tracking Code: 140507DW1155S

Notes:

- Decision Support Solution customers must be on DSS 6.3 or higher in order to implement Healthcare Query.
- Soarian Financial customers who do not have DSS must be on Soarian Financials Version 3.2 or higher in order to implement Healthcare Query.
- Healthcare Query customers without DSS and without Soarian Financials can interface INVISION, UNITY or MS4 Patient Accounting data to Healthcare Query ASP for reporting. Three years of data will be maintained in the Healthcare Query environment through monthly purging.
- Customers without DSS or Soarian Financials databases do not need to purchase Windows or SQL Client Access Licenses. In this case, the Healthcare Query ASP database uses the Microsoft SLPA licenses. DSS and Soarian Financials customers must purchase Windows and SQL Client Access licenses as they use the Microsoft Server/CAL licenses.

Minimum Equipment and Third Party Software Requirements:

Healthcare Query Workstation

Required Equipment:

- Intel or 100% compatible Pentium 2.0GHz processor
- 10/100Mb network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 17" XGA monitor - (15" XGA Monitor with scrolling)
- Keyboard and Mouse
- 2 GB RAM - Note that workstation memory is specified in terms of Healthcare Query requirements. Workstation memory should be sized for all applications using it as well as the operating system requirements. For example, Microsoft's requirement for Windows 7 is 2GB minimum and Windows XP is 128MB minimum.
- (1) disk drive with 850MB of free disk space

Required Third Party Software:

- Microsoft Windows 7 (64 bit or 32 bit) or Windows XP Professional (32 bit) - Note: Microsoft Windows XP Professional is supported until the Microsoft Extended Support expires
- Microsoft Excel 2010 (32 bit) or 2007(32 bit) - Required if there is a need to read Excel-exported data on the workstation
- Oracle Java Standard Edition Runtime Environment 7 (Free download)
- Adobe Reader Version 11.x, or Version 10.x (Free download) – Required if there is a need to read PDF-exported data on the workstation
- Microsoft Internet Explorer Version 9 (32 bit) or Version 8 (32 bit)
- Microsoft XML Core Services Version 4.0 (Free download) Note: Customers without DSS or Soarian Financials databases do not need this download.

Attachment to Exhibit A

Part X
Additional SIS DataCaptor Licenses
July 22, 2014

1. GRANT OF LICENSE. Siemens hereby grants Customer a non-exclusive, non-transferable Term license to the following Third Party Software and its related Deliverables for a term that is coterminous with the Term of the Agreement, subject to the terms and conditions of the Agreement. Customer acknowledges that the Delivery and use of this Third Party Software are independent of any Deliverables under the Agreement and this Amendment.

Third Party Software	Monthly Term License and Support Fee
SIS DataCaptor (12 Additional Licenses)	$540

2. LICENSE AND SUPPORT FEES. Customer shall pay the fees and other amounts described in Section 1 as follows:

2.1. Term License and Support Fees. Customer shall pay the monthly Term License and Support Fee commencing on August 1, 2014 and continuing throughout the Term. Siemens will increase the recurring Term License and Support Fee for the SIS Application above by three percent (3%) per year following the first anniversary of the date on which that fee is first required to be paid; this adjustment replaces any CPI-based fee adjustment that might otherwise apply to that fee under the Agreement.

3. REPORTING OF DISCOUNTS AND CREDITS. Customer must fully and accurately report prices paid under this Attachment, net of all discounts as required by applicable law and contract, including without limitation 42 CFR 1001.952(h), on applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this Attachment and all other communications regarding this Attachment, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

4. GENERAL. This Attachment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. No provisions of any Customer purchase order shall apply. As amended, the Agreement shall remain in full force and effect. This document has been negotiated equally by both parties and shall not be construed against one party or the other on the basis that it was drafted by one or the other.

Attachment to Exhibit A

Part XI
Substitution for MobileMD Service and Its Implementation
July 10, 2015

1. SUBSTITUTION. Under Section 9.6 of the Agreement, Customer has the right to discontinue the use of the MobileMD service, which had been described in Sections 1 through 5 of Part VI of the Attachment to the Agreement's Exhibit A, and Customer hereby elects to do so. In light of prior discussions Customer and Siemens, as predecessor to Cerner, had in this regard, the parties agree that this election shall be treated as being retroactive back to June 26, 2014. Under the terms of that Section 9.6, following such discontinuation, the monthly fees for that service continue but would be applied to another Cerner proprietary Application or Siemens proprietary service with an equal or greater monthly fee, but Customer and Cerner are agreeing, as stated below, to broaden how those fees can be applied.

2. TERMINATION OF IMPLEMENTATION; APPLICATION OF CERTAIN FEES.

2.1 Customer maintains that Siemens, as predecessor to Cerner, made certain statements about the functionality and support of the MobileMD service and that Siemens later stated that certain aspects of the described functionality and support would not be provided. Without Siemens or Cerner admitting liability but to amicably resolve any claims that could arise from that situation, Cerner and Customer now agree (a) to terminate the implementation services for the MobileMD service, with Customer still to be responsible for paying the fees for those implementation services but with those funds to be applied as described in Section 2.3 below and (b) to broaden the right of Customer to apply the monthly fees, as described below.

2.2 The monthly fees that were contracted for the MobileMD service shall be applied either (1) as described in Section 9.6 of the Agreement (i.e. to one or more Cerner proprietary Applications and/or Cerner proprietary services with an equal or greater monthly fee) or (2) to professional services which are contracted under the Agreement and shall be performed by Cerner or, with the parties' approval, a subcontractor. Except in the case described in clause (a) of Section 2.3 below, Customer shall give Cerner at least thirty (30) days' written notice of an application of these fees and the parties shall document the specific terms in a Professional Service Request (PSR) or other amendment to the Agreement.

2.3 Customer and Cerner agree as follows about certain specific points relating to fees:

(a) Customer has paid $97,500 representing the first fifty percent (50%) of the one-time installation fee for the MobileMD service; Cerner shall retain that $97,500 as payment in full for both (i) the fees and expenses for the work effort described in Professional Service Request (PSR) #1405225756 and (ii) the fees and expenses for the installation work already performed relating to the MobileMD service.

(b) The parties agree that the remaining MobileMD one-time and monthly fees total $757,500, as explained below, and to the extent that this amount is not used as described in Section 9.6 of the Agreement, those fees will be used for future professional services as described in Section 2.2 above that will be documented in one or more internal change requests, amendments, or PSRs, with the fees being paid monthly as incurred. On a monthly basis Cerner and CCSF will review and document the budget of the hours and fees that have been used. In the event any portion of this $757,500 remains unpaid at the end of the Term of the Agreement, Customer shall nevertheless be obligated to pay Cerner that remaining amount. For information purposes, the parties note that the $757,500 figure has been calculated as follows:

i. the second fifty percent (50%) of the HIE one-time installation fee (that fifty percent equals $97,500) plus
ii. the MobileMD Monthly fee of $20,000 beginning on the earlier of HSC or eighteen (18) months from the Amendment Effective Date of the First Amendment, so beginning at the latest in October 2014 and ending June 30, 2017, a period of 33-months, totaling $660,000.

3. RELEASE. Customer, in consideration of the terms of this Attachment, hereby fully, finally and forever releases Siemens and Cerner and their respective parents, affiliates, successors and assigns, representatives, officers, directors and employees from any and all claims, demands and causes of action of any kind, known or unknown, whether based in contract, tort, negligence, or other theory of recovery, which have accrued as of the effectiveness of this Attachment *and which relate solely to the MobileMD service or its functionality or implementation.* Customer agrees that the promises made under this Attachment are in full and adequate consideration for the release given

herein. As a part of the consideration for this release, Customer expressly represents and warrants that before executing this instrument, it has been fully informed of its terms, contents, conditions and effects, and that in making this release, no compromise or representation of any kind has been made to it or anyone acting for it, except as is expressly stated in this Attachment.

4. **SECTION 1542 WAIVER.** In granting the release solely in regard to MobileMD, Customer acknowledges that it has read and understands California Civil Code section 1542, which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Customer expressly waives and relinquishes all rights and benefits under that section, and under any law of any jurisdiction of similar effect, with respect to the release of any unknown or unsuspected claims contained in this Attachment.

Attachment to Exhibit A

Part XII
EMUE License
July 10, 2015 ("ICR Effective Date")

1. **GRANT OF LICENSE.** Contractor hereby grants Customer a non-exclusive, non-transferable Term license to use the following Third Party Software for a term that is coterminous with the Term of the Agreement, subject to the terms and conditions of this Attachment and the remainder of the Agreement. This software replaces the Online Interfaces Express™ (OLIE) software that Customer previously used. Contractor's delivery of the EMUE software is subject to the terms of Databound's End User License Agreement (EULA) for that software. Prior to the scheduled delivery date of the EMUE software, Customer must go to the Databound website and "click through" Databound's EULA to show its agreement to those terms.

Application	Monthly Term License and Support Fee
EMUE Express Edition 10 EMUE Express workstations 3 Supported users	**$1,555**

2. **LICENSE AND SUPPORT FEES.** Customer shall pay the fees and other amounts described in Section 1 as follows:

2.1. Term License and Support Fees. Monthly Term License and Support Fee will commence on First Productive Use (FPU) and continuing throughout the Term.

3. **TRAINING AND SUPPORT.** Monthly Term License and Support Fee includes up to two remote, two-hour, Quick Start sessions of two to three users each. These sessions will be using EMUE on their PCs, via a remote access tool (GotoMeeting, WebEx, etc). In addition, the Monthly Term License and Support Fee includes onsite training for script migration and for the use of EMUE's advanced features, specifically two days of such training for the two to three supported users.

4. **REPORTING OF DISCOUNTS AND CREDITS.** Customer must fully and accurately report prices paid under this Attachment, net of all discounts as required by applicable law and contract, including without limitation 42 CFR 1001.952(h), on applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this Attachment and all other communications regarding this Attachment, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

Attachment to Exhibit A

Part XIII
QRDA Extract and Additional Procedure Room Licenses for SIS OR Application
July 10, 2015 ("ICR Effective Date")

1. GRANT OF LICENSE. Contractor hereby grants Customer a non-exclusive, non-transferable Term license (i) to use the additional functional capability of the SIS Application noted in Subsection 1.1 below and the Deliverables related to that functional capability and (ii) for the additional Procedure Rooms noted in Subsection 1.2 below, in each case for a term that is coterminous with the Term of the Agreement, subject to the terms and conditions of this Attachment and the remainder of the Agreement. Customer acknowledges that the Delivery and use of this Application are independent of any Deliverables under the Agreement and this Revision.

1.1. QRDA Extract.

Application	Monthly Term License and Support Fee
QRDA Extract*	$415

*The QRDA extract translates codified data into an XML format to be processed by the Soarian Decision Support System (DSS) Application, which aggregates SIS data with financial and clinical data from Soarian (such as diagnosis, length of stay, and inpatient medications) per government standards.

1.2. Additional Procedure Rooms.

Application	Monthly Term License and Support Fee
SIS OR Base and Anesthesia (4 IR Rooms, 7 additional Procedure Rooms) Including the following modules:	$9306

- SIS Scheduling / Administration I PAT Scheduling
- SIS Periop Nursing (Pre, Intra, Post) Documentation
- SIS Rules Based Charging
- SIS Analytics (Periop, Executive Views)
- SIS Gate (Interface Server)
- SIS Com (Patient Tracking)
- SIS Anesthesia (Pre-Op, Intra-Op, Post-Op) Documentation
- SIS Analytics (Anesthesia View)
- SIS Tissue Trax
- SIS Web
- SIS OR View
- First Data Bank
- DataCaptor (57 Licenses)

2. LICENSE AND SUPPORT FEES. Customer shall pay the fees and other amounts described in Section 1 as stated in this Section, including Sections 2.1 and 2.2 below. Contractor will increase each of the recurring Term License and Support Fees for the SIS Application stated in Sections 1.1 and 1.2 above by three percent (3%) per year following the first anniversary of the date on which that fee is first required to be paid; this adjustment replaces any CPI-based fee adjustment that might otherwise apply to that fee under the Agreement.

2.1. Fees for QRDA. Monthly Term License and Support Fee stated in Section 1.1 above will commence on First Productive Use (FPU) of the Application identified in that Section 1.1 and continue

throughout the Term. Customer will be billed a lump sum for all monthly fees stated in Section 1.1 above incurred from FPU through June 30, 2015 on July 1, 2015. In addition to paying that bill for that lump sum in accordance with the terms of the Agreement, Customer will commence paying monthly fees stated in Section 1.1 above as incurred starting on July 1, 2015.

2.2. Fees for Additional Procedure Rooms. Customer shall pay the monthly Term License and Support Fee stated in Section 1.2 above commencing on the earlier of First Productive Use of the any part of the Application identified in that Section 1.2 or eighteen (18) months after the ICR Effective Date; however, Contractor shall extend that eighteen (18) month period to the extent of any Contractor-caused delay in such First Productive Use.

3. **PROFESSIONAL SERVICES.** Professional Services are required to implement the QRDA Extract. Professional Services will be quoted as Product Service Request (PSR).

4. **CHS SIS SERVICES.** Acting as Customer's ASP, Contractor agrees to process Customer's data at the ISC using the Applications listed in Section 1.2 above, as an extension of the Custom Hosting Service identified in Section 9 (CHS Services for SIS Applications) of Part VI of the Attachment to the Agreement's Exhibit A, for the fee identified below and on the terms described in that Section 9. Customer shall commence paying the Monthly CHS SIS Fee identified below upon the earlier of Delivery of any of the SIS Applications identified in Section 1.2 above or eighteen (18) months after the ICR Effective Date; however, Contractor shall extend that eighteen (18) month period to the extent of any Contractor-caused delay in such Delivery.

Additional Monthly CHS Fee for SIS $4,500.00

Section 9.4.2.1 within that Section 9 identified baseline resources, and the table in that Section 9.4.2.1 is hereby updated to read in its entirety as follows:

Hardware	Baseline Resources	Description
Interface/Print Server(s)	2	1 – Production and 1 – Test/training
SIS Web/Analytics Server(s)	2	1 – Production and 1 – Test/training
SIS Communication Server(s)	2	1 – Production and 1 – Test/training
SIS Com OR Server(s)	1	1 – Production
Citrix Server(s)	4	3 – Production and 1 - Backup
Database Server(s)	2	Active/Passive Cluster
Local Storage Array (GBs)	1,000	Online storage

These updates to Section 9.4.2.1 are based on the following assumptions:

- Increase the Citrix Servers from 2 to 4
- Increase the memory on the existing two (2) severs from 32 to 74.
- Increase the Citrix licenses from 75 to 150

The requirements under the Agreement relating to CHS SIS Responsibilities (as further described in Attachment 9 to the Agreement's First Amendment) also apply to these additional resources.

5. **HARDWARE.** Attachment 8 to the Agreement's First Amendment included several Technology Bids identifying Equipment and Third Party Software that Customer agreed to purchase and pay for and Contractor agreed to sell and deliver. The parties have realized that that Attachment inadvertently included a Technology Bid that identifies Equipment and Third Party Software that Contractor might need in performing the Custom Hosting Service but that Customer is not to be purchasing, so that Technology

Bid, specifically the Technology Bid labeled as "OR Management/Anesthesia Management by SIS V5.05" with Tracking Code# 130514KO1100B-OR-HP, is hereby deleted from that Attachment 8, thereby eliminating Customer's obligation to purchase and pay for and Contractor's obligation to sell and deliver the items on that particular Technology Bid. The other Technology Bids in that Attachment 8 are not affected and remain unchanged.

6. **REPORTING OF DISCOUNTS AND CREDITS.** Customer must fully and accurately report prices paid under this Attachment, net of all discounts as required by applicable law and contract, including without limitation 42 CFR 1001.952(h), on applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this Attachment and all other communications regarding this Attachment, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

Attachment to Exhibit A

Part XIV
Imprivata Purchase
July 10, 2015

Customer agrees to purchase from Contractor and Contractor agrees to supply the items listed in the Technology Bids attached hereto in accordance with the applicable terms and conditions of the Agreement. All Third Party Software and Equipment listed in that Technology Bid shall be delivered to a single location specified by Customer prior to Third Party Software and Equipment delivery.

Cerner

Technology Bid

Customer: City and County of San Francisco
Date: March 24, 2015

Notes:
- This order is valid for 30 days.
- Fax PO to 610-448-4761
- Implementation to be provided by Customer or via Cerner Professional Services request.

Imprivata – VIR-APP & Maintenance Renewal

Tracking Code: 150127PT1400

Qty	Cerner ID	Equipment and Third Party Software – One Time Fees	Extended Price
1	SUPV25	OneSign Annual Premium-V Maintenance Period: 5/01/2015 - 04/30/2016 VDA 3000 Users, SSPW 3000 Users, SSO/AM 3000 Users	$48,750
5	VIR-APP	Imprivata OneSign Virtual Appliance	$9,475
		Total One-Time Fees:	$58,225

Prepared For: City and County of San Francisco/Dept of Public Health ("Client")
101 Grove St
San Francisco, CA 94102 USA

Quote Expiration Date: July 26, 2016

Cerner Sales Contact: Thomas Elardy Phone #: (925) 750-2132 E-mail Address: thomas.elardy@cerner.com

Attachment to Exhibit A
Part XV
Extension and Professional Services

January 3, 2017

1. Fee Amounts. The existing recurring fees under the Agreement will continue throughout the Term of the Agreement, subject to applicable adjustments under the Agreement. In light of the new right that City has to terminate Support, the parties are identifying which portions of those existing fees represent fees for Support and which portions represent fees for other services. The total amounts of those existing recurring fees are not being changed by this Amendment; the current amounts of those fees are listed below for information purposes (but the parties recognize that these lists are not definitive, so the parties do not intend that any omission of an Application, service, or item of content or Third Party Software or a fee should be interpreted as implying that that item or fee does not continue or is not covered by the extension, absent an express statement in this Amendment about the term of a particular item not being extended).

Description	Monthly Fees
Remote Computing Services listed in Attachment A	$342,305.76
ICO Computing Fees listed in Attachment B	12,052.31
CD-ROM Encryption Fee	116.31
VPS PSR2012-381905-B117	688.23
SQM ASP Fee	3,953.34
SQM Support	6,662.94
Advanced Interoperability Service	7,015.00
ePrescribing	5,108.01
eScripting	2,560.82
Healthcare Query (1 block of 25 named users)	446.62
Healthcare Query (2 blocks of 25 named users)	893.25
Pharmacy MAK ASP	14,479.78
FDB Knowledge Base	1,197.77
CHS SIS Monthly Fee	18,504.42
EMUE	1,555.00
CHS SIS Monthly Increase	4,500.00
EDM ASP Usage Fee	514.65
PeopleSoft Interface	375.00*
Bank of America Upload (Direct Line)	175.00
Bank of America Info to EDM (Direct Line)	172.00

*PeopleSoft Interface fees will begin on First Productive Use.

Quarterly and Annual Fees

INVISION Printer LU Block for ASP site – Quarterly Fee: $501.00
INV Ancillary Orders Status Results Incoming to COR – Annual Fee: $1,369.92 billed every June
INV/UTY APR-DRG 1st/single entity – Annual Fee: $25,553.04 billed every July

2. INVISION Clinical Applications. Notwithstanding anything else contained in the Agreement, with respect to the INVISION Clinical Applications and associated Deliverables licensed or provided to City under the Agreement (the "Legacy Clinical Applications"), City acknowledges and agrees that through the remainder of the Term, Contractor's representations, warranties, and other obligations to develop or provide any new or modified content or software code for or otherwise support the Legacy

Clinical Applications are confined to the following: making available to City software or content updates within a reasonable period of time and as required to (a) correct failures of the Legacy Clinical Applications to perform substantially in accordance with Contractor's then-current Documentation, and/or (b) enable City to use the Legacy Clinical Applications in compliance with the then-current requirements under the Privacy and Security Rules under HIPAA if and to the extent such Rules are expressly applicable to the features of the Legacy Clinical Applications (as set forth in Contractor's then-current Documentation) (collectively, "Limited Support Obligations"). Throughout the Term of Support, Contractor shall continue to provide the Support obligations that are described above as being the Limited Support Obligations, but Contractor has no other obligations to provide or otherwise make available to City any new or revised Update, Version, or Release of the Legacy Clinical Applications.

Without limiting the generality of the foregoing, for clarification, Contractor has no warranty, support, or other obligation to seek, obtain, or maintain any Future Certification or to develop or provide anything to fulfil or address any Future HITECH Requirement or other regulatory (e.g., Inpatient Prospective Payment System) or accrediting body (e.g. ORYX) reporting requirements. "Future Certification", as used in this Section, means any and all certifications that are deemed required, optional, or contemplated by any Federal or state rule, regulation, directive, guide or the like, excluding only the 2014 Edition (Release 1) certification Contractor has obtained and maintains as of the Amendment Effective Date with respect to the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). For clarification, a 2014 Edition (Release 2) certification or any subsequent certification that addresses changes to an existing stage or introduces any Stage 3 requirement under the HITECH Act is a Future Certification. "Future HITECH Requirement", as used in this Section, means any technical standard, criteria, feature, or functionality that is deemed required, optional, or contemplated under the HITECH Act, as supplemented or otherwise amended, excluding only those technical standards that are expressly required for Contractor's 2014 Edition (Release 1) certification referenced above.

3. **SUBSTITUTION**. Under Section 9.6 of the Agreement, City has the right to discontinue the use of the Soarian EDM Online Medical Record & Completion Management Term License, Support and ASP service, which had been described in Sections 6 of Part VI of the Attachment to the Agreement's Exhibit A, and substitute another Contractor Application or Contractor proprietary service with an equal or greater monthly fee, and City hereby elects to do so, as further described in Section 4 below.

4. **TERMINATION OF CERTAIN APPLICATION FEES**. In light of City's election to discontinue certain term licensed Contractor proprietary Applications as set forth in Section 3 above, the remaining Soarian EDM Online Medical Record Monthly fee of $12,442.56 per month and Soarian EDM Completion Management Monthly fee of another $12,442.56 per month will replaced by the Remote Computing Fees listed in Section 1 above. Any remaining EDM Online Medical Record and EDM Completion Management Professional Services, Custom Programming or Education services will be terminated on the Amendment Effective Date. Moreover, in consideration of the terms of this Amendment and in light of City having requested this substitution prior to the commencement of the Soarian EDM Online Medical Record Monthly fee and Soarian EDM Completion Management Monthly fee in February 2015, Contractor is willing to have the replacement of the Soarian EDM Online Medical Record Monthly fee and Soarian EDM Completion Management Monthly fee apply as of the commencement of those fees in February 2015. Accordingly, Contractor shall credit the Soarian EDM Online Medical Record Monthly fee and Soarian EDM Completion Management Monthly fee to the extent previously invoiced and shall treat those fees as being replaced in their entireties by the Remote Computing Fees listed in Section 1 above.

Furthermore, under an earlier Internal Change Request dated July 10, 2015 (the "MobileMD Termination ICR"), City terminated certain services related to MobileMD and the parties agreed on the application of certain one-time fees and also agreed on ways in which the remaining one-time and monthly fees that were contracted for the MobileMD service could be applied. Moreover, in consideration of the terms of this Amendment and in light of City having requested the substitution relating to MobileMD prior to the commencement of invoicing of MobileMD monthly fees in February 2015, Contractor is willing to have the replacement of the MobileMD monthly fees apply as of the commencement of those fees in February 2015. (In this regard, the parties note that the commencement of those fees was indeed in February 2015 and not October 2014 as had been contemplated by the MobileMD Termination ICR, so the total amount of MobileMD fees to be applied is $80,000 (four months at $20,000/month) less had been provided for in the MobileMD Termination ICR, but in any case the full amount is to be applied as referenced in this Amendment.) Accordingly, Contractor shall credit the MobileMD monthly fees to the extent previously invoiced and shall treat those fees as being replaced in their entireties by the Remote Computing Fees listed in Section 1 above. City and Contractor now agree that for each month of Remote Computing Fees listed above, the portion which is not replacing the Soarian EDM Online Medical Record Monthly fees and Soarian EDM Completion Management Monthly fees as described above will be applied towards satisfaction of the obligation to apply the remaining one-time and monthly fees that were contracted for the MobileMD service.

At City's request, the licenses and Support services for the following SIS Applications shall terminate as of the end of the day on the SIS Termination Date (as defined below):

- SIS OR Term License monthly fee of $43,268.00

- SIS Anesthesia monthly fee of $12,575.00
- SIS DataCaptor monthly fee of $541.93
- SIS QRDA monthly fee of $415.00
- SIS Additional Licenses monthly fee of $9,306.00
- SIS Tissue Trax annual fee of $25,926.12 billed every December

City shall not be obligated to pay the corresponding Term License and Support Fees for these Applications for the period after the SIS Termination Date, and instead, City agrees to replace the fees listed above with Professional Services at a rate of $185 an hour to be used over a period of 18-months following the SIS Termination Date. The fees for these Professional Services will be non-refundable and will be billed monthly in a fixed amount from the SIS Termination Date until June 30, 2017. These Professional Services can be used for additional support services to assist with Cerner proprietary Applications, custom code, third party interfaces, technology, updates and releases, project management and implementation of new Applications, but these Professional Services do not include any services performed by Cerner Strategic Consulting. Any of the hours of Professional Services described in this paragraph that are not used by the end of that 18 month period need not be provided.

City will give Contractor at least sixty (60) days prior written notice of the "SIS Termination Date," but in no event will the SIS Termination Date be later than June 30, 2017.

5. **Professional Services.** City engages Contractor to perform services described below in Section 5.3 accordance with the Statement of Work attached as Attachment C. The professional service fees summarized below reflect a discount off Contractor's current professional services rates. The discount is valid for the entire term of the described engagement, provided that City permits Contractor to begin the engagement within twelve (12) months after the Amendment Effective Date; otherwise, Contractor's then-current professional service rates will apply. Any changes to the Statement of Work will be completed through the Change Order process and mutually agreed to by City and Contractor. Under Section 12 (*Education*) of the Agreement, Contractor agreed to provide certain education courses to City and agreed to waive the fees for those courses, in effect, providing an allowance of $48,425 for City to use on that education. City has utilized just $6,300 of that allowance on education, leaving an unused balance of $42,125. In place of Contractor's providing the remaining courses identified in that Section 12, Contractor will apply the remaining unused education balance of $42,125 to the fees for the Professional Services identified in this Amendment.

5.1. Time and Materials. Contractor shall bill and City shall pay monthly as incurred the professional service fees for the time and materials services summarized in Section 5.3 below. Such fees shall be based on actual hours of services performed; accordingly, City may use those services as needed, and any estimated hours that are not used will not be charged.

5.2. Travel and Living Expenses. Travel and living expenses are estimated to be $1,262,130. The travel and living expenses will be reimbursable and paid in accordance with the terms and conditions of the Agreement and invoiced monthly as incurred.

5.3. Professional Services.

Time and Materials	Estimated Hours	Hourly Rate	Estimated Amount
Project Management	6,240	185	1,154,400
INVISION Clinical Consultant	8,340	185	1,542,900
Integration Technology Consultant	6,240	185	1,154,400
Technology Lead	1,560	185	288,600
Technology Consultant	3,120	185	577,200
INVISION Patient Accounting/Patient Management Consultants	6,240	185	1,154,400
MPI Analysis Consultant	800	200	160,000
DSS Strategic Services Advanced Analytics Consultant	750	200	150,000

Document Management Strategic Consultant	300	200	60,000	
Strategic Services Revenue Cycle Consultant – Extract Oversight	500	200	100,000	
Direct Line Services – INVISION Patient Accounting	200	200	40,000	
Direct Line Services – EAD	500	200	100,000	
Direct Line Services – LCR	1,400	200	280,000	
Soarian Analytics/DSS Consultant – DSS Extraction	800	200	160,000	
Document Management Strategic Consultant – DM Extraction	48	200	9,600	
Direct Line Services – Document Management	952	200	190,400	
Data Gathering Services – INVISION Patient Accounting	240	200	48,000	
Data Validation – INVISION Patient Accounting	764	200	152,800	
PeopleSoft GL Interfaces	500	185	92,500	
Migration Support Services	5,400	185	999,000	
Sub-Total PS Fees:	44,894		$8,414,200	
Travel & Living (15%):			1,262,130	
Sub-Total PS and T&L Fees:			$9,676,330	

6. **FSI Outpatient Retail Pharmacy:** For FSI Outpatient Retail Pharmacy City will continue to pay a monthly of $1,289.61 until June 30, 2017. Starting on July 1, 2017 the FSI Outpatient Retail Pharmacy monthly fee will be $1,404. City may terminate the FSI Outpatient Retail Pharmacy service by giving Contractor at least ninety (90) days' prior written notice, but the earliest effective date for such termination shall be July 1, 2017. City shall not be obligated to pay the monthly fee for the FSI Outpatient Retail Pharmacy service for the period after the effectiveness of the termination of that service.

7. **CHS SIS Services.** Acting as City's hosting provider, Contractor is processing City's data at the ISC as described in Section 8 (CHS SIS Services) of Part VI of the Attachment to the Agreement's Exhibit A. City and Contractor now agree to update the scope of those data processing services by replacing the text of Section 8.4.2.1 within that Section 8 with the following table:

9.4.2.1 Baseline Resources

Hardware	Baseline Resources	Description
Interface/Print Server(s)	2	1 – Production and 1 – Test/training
SIS Web/Analytics Server(s)	2	1 – Production and 1 – Test/training
SIS Communication Server(s)	2	1 – Production and 1 – Test/training
SIS Com OR Server(s)	1	1 – Production
Citrix Server(s)	4	3 – Production and 1 – Backup
Database Server(s)	2	Active/Passive Cluster
SAN Storage (GBs)	1,500	Online storage

These updates to Section 8.4.2.1 document the following:

- Increase the Citrix Servers from 2 to 4

- Increase the memory on the existing two (2) servers from 32 to 74.
- Increase the Citrix licenses from 75 to 150

The requirements under the Agreement relating to CHS SIS Responsibilities (as further described in Attachment 9 to the Agreement's First Amendment) also apply to these additional resources.

In consideration of the changes in the scope of these services, City will pay the following incremental monthly fee (in addition to the CHS fees listed in Section 1) commencing on Delivery and continuing throughout the Term (as amended by this Amendment):

Additional Monthly CHS Fee for SIS	$2,250

When Contractor's obligation to provide Support for the SIS Application terminates, City will need to arrange for SIS to utilize City's VPN gateway, and transverse that VPN in order to access the SIS servers in the ISC via Contractor's WAN link over City's network. This would enable SIS to utilize its remote support application – Bomgar. When Contractor's obligation to provide Support for the SIS Application terminates, the RSA tokens will be disabled, and City will be responsible to grant SIS resources access for SIS support.

7.1. **City-Supplied Software.** City shall ship, or arrange for its software vendor(s) to deliver to Contractor, any upgrades, security and other patches and any updates in license keys occasioned by City's extended or expanded use of the City Supplied Software listed below that City receives over the Term, directly to the ISC at City's expense. Contractor shall inventory all City Supplied Software as it is received from City and shall maintain such inventory for City's reference and use. City will obtain and maintain all licenses and approvals required for Contractor to operate, use and otherwise access the City Supplied Software to the extent necessary for Contractor to perform its duties hereunder and to operate the City Supplied Software at the ISC. Contractor will work with City and cooperate in good faith with City's efforts to obtain all licenses and approvals at City's expense. City understands that if it does not obtain such licenses and approvals, Contractor will not perform, and shall be excused from performing, any duties or obligations that require the use of the City Supplied Software for which such licenses or approvals have not been obtained, but in that event City and Contractor will work together and cooperate in good faith to develop and implement alternatives to such software. Contractor shall not be responsible for any consent, license, support and maintenance fees associated with the City Supplied Software including fees, if any, necessary to bring the City Supplied Software into compliance at the time of initial delivery to Contractor, or with any mainframe processor changes during the Term. Contractor makes no warranties as to the performance of the City Supplied Software and City shall obtain support and maintain maintenance for all City Supplied Software from the respective vendor or support provider. At City's expense, City shall indemnify, defend and hold Contractor harmless from and against any claim arising from or regarding City Supplied Software that is operated by, used by, or otherwise disclosed to Contractor pursuant to this Amendment or the remainder of the Agreement. To qualify for indemnification, Contractor must (i) give written notice to City as soon as it becomes aware of the claim; and (ii) allow the City to control, and fully cooperate in, the defense and all related negotiations.

City Supplied Software

- SIS OR (Base Surgery) Application including the following modules:
  - SIS Scheduling / Administrative / PAT Scheduling
  - SIS Periop Nursing (Pre, Infra, Post) Documentations
  - SIS Rules Based Charging
  - SIS Analytics (Periop, Executive View)
  - SIS Gate (Interface Server)
  - SIS Com (Patient Tracking)
- SIS Anesthesia including the following modules:
  - SIS Anesthesia (Pre-OP, Intra-Op, Post-OP) Documentation
  - SIS Anesthesia (Anesthesia View)
- SIS Tissue Trax
  - SIS Trax (single-entity and medium tier)
- SIS Web
- SIS OR View
- SIS DataCaptor
- SIS QRDA Extract
- SIS Additional Licenses
- First Data Bank

Other: Oracle Licenses & Crystal Report Licenses
Other third party software or other products within SIS.

7.2 CHS SIS Termination Option. City shall have the option to terminate CHS SIS Services at any time as described in this Section 7.2 by giving Contractor written notice (the "CHS Termination Notice") of the date on which CHS Services are scheduled to end (the "CHS Scheduled End Date"). If City exercises this right to terminate, the transition services described in Section 7.3 (*CHS SIS Transition Services*) are to be performed prior to the date the CHS SIS Services end, and the CHS SIS monthly fees will be terminated when the disengagement of SIS CHS at the Contractor datacenter has occurred.

(a) City must give Contractor the CHS Termination Notice at least sixty (60) days in advance of the CHS Scheduled End Date.

(b) If the CHS Scheduled End Date is no later than June 30, 2017 then City agrees to replace the CHS monthly fees with Professional Services at rate of $185 an hour to be used over a period of 18 months following the date on which CHS SIS Services end to June 30, 2017. The fees for these Professional Services will be non-refundable and will be billed monthly in a fixed amount per month from the CHS Scheduled End Date to June 30, 2017. These Professional Services can be used for additional support services to assist with Cerner proprietary Applications, custom code, third party interfaces, technology, updates and releases, project management and implementation of new Applications, but these Professional Services do not include any services performed by Cerner Strategic Consulting. Any of the hours of Professional Services described in this Section 7.2 that are not used by the end of that 18 month period need not be provided.

(c) If the CHS Scheduled End Date is to be after June 30, 2017, then the CHS Termination Notice still needs to be given as described above, but the requirements for the purchase of Professional Services as described in paragraph (b) above will not apply.

7.3 CHS SIS Transition Services. If City exercises the right to terminate described in 7.2 (*CHS SIS Termination Option*), above, Contractor will assist City with the following migration services related to the CHS SIS Services:

Contractor Responsibilities:

- Migration of SIS application configurations and databases
- Offline synchronization of databases with downtime
- Final Application Cutover, and testing.
- Disengagement of SIS CHS at Contractor datacenter

City Responsibilities:

- Responsible for configuration of SIS hardware and Application environment

The Contractor migration services listed above are estimated to be 40 hours of work and, if performed, will be charged at an hourly rate of $185 (so for the estimated 40 hours of work, the total fee would be $7,400). These fees will be billed per Section 5 of this Amendment.

8. Grant of License. Contractor hereby grants City a non-exclusive, non-transferable license to the following additional blocks of Named Users for the following Application and its related Deliverables throughout the Term of the Agreement, subject to the terms and conditions of the Agreement. Acting as City's Application Service Provider ("ASP"), Contractor shall process City's data at the ISC using the Applications identified below. The Incremental Monthly Fee shown below covers the term license, support and ASP processing for these additional Named Users.

Application	Monthly Fee
Healthcare Query (2 additional blocks of 25 Named Users)	$880*

*this amount is the total incremental Monthly Fee for the 2 additional blocks of 25 Named Users, combined

8.1. Monthly Fees. City shall pay the incremental Monthly Fee for the Application identified in Section 8 above commencing upon the Amendment Effective Date and continuing throughout the Term of the Agreement.

8.2. Support. Support for the Application identified in Section 1 above shall be provided in accordance with the Contractor Support Program under the Agreement throughout the Term of the Agreement.

8.3. Equipment and Third Party Software. Attached hereto as Attachment D is the sizing and capacity assumptions and the Equipment and software configuration for the Facility. The Attachment D is added to Agreements Exhibit D – Schedule

1. City shall procure all Equipment and such items of Third Party Software which are designated in the Exhibit D – Schedule 1 as being required for City to obtain, either from its existing resources, from Contractor and/or a third party.

9. **Allowance.** City is entitled to a 2% Electronic Funds Transfer (EFT) Allowance for the entire monthly invoice if that entire monthly invoice is paid within 30 days of the invoice date.

10. **Option for DataArk License and Services.** City may elect to purchase from Cerner a license to the DataArk Third Party Software described in the form of Sales Order attached hereto as Attachment E. Cerner will supply City with an executable Sales Order if City elects to purchase Data Ark on or before June 30, 2017.

Attachment A

Remote Computing Services: Includes the following:

Description:

INVISION Base, including:
- Patient Management
- Resource Scheduling
- Clinical Observation and Results
- Clinical Archive
- Browser Technology (NetAccess/OAS Gold)

INVISION Clinicals, including:
- Med/IV Orders
- Advanced Patient Assessments
- Orders Charting
- Clinician View
- Clinical Notification Inbox
- POE Starter Set
- Rules Engine
- Physician View

INVISION Patient Accounting, including:
- FMS Test System
- Receivables Management Workstation
- Collection Letters
- Patient Account Archive
- PA Outpatient Prospective Payment (PA OP PPS)
- Receivables Policy Manager ASP

Bed Management
Lifetime Clinical Record (LCR)
Enterprise Access Directory (EAD)
- EAD Sophisticated Matching Algorithm Application (SMA)

DSS Base
DSS Financial Performance
DSS Clinical Module
EDM Base (100 Concurrent Users)
EDM PFS (477 Beds at San Francisco General Hospital Facility and 855 Beds (15 acute and 840 skilled Nursing) at Laguna Honda Hospital Facility)

Siemens Pharmacy (now known as Pharmacy)
Siemens Medication Administration Check (MAK) (now known as Medication Administration Check)
Wide Area Network

EDI Services:

Integrated Eligibility Service:
- Unlimited transactions per month

Batch and Browser Eligibility Services:
- 300,000 transactions per month; transactions in excess of 300,000 per month shall be chargeable at a rate of $0.28 per transaction.

HDX CD ROM
Electronic Billing – MediCal

Remote Patient Statements

Custom Programming	Description
PSR# 9407189119	Radiology Results (RTI)
PSR# 9407189118	LCR Sunquest Results
PSR# 9407189105	SIGH Custom Bill Forms
PSR# 9407189120	Transcription Interface
PSR# 9600881801	Add Hosp Defined PRDOC
PSR# 9510150701	New FAMIS GL Interface
PSR #9510150703	Revisions to FAMIS INT
PSR# 9510571402	Custom Alias Name INQU
PSR #9607136801	LCR Interface from FOU
PSR# 9407189102	SIG – Standard HL7 Int
PSR# 9708657301	MICRS Reporting Change
PSR# 9105296901	Change to CA Remit Tape
PSR# 9213068113	Online Base 36 to 10
PSR# 9213068115	Custom Geno (CHPPGENY)
PSR# 9213068116	RCO MIG-PAT Appt PROC
PSR# 9213068117	RCO MIG-Alias Weight
PSR# 9404604202	OLCP RPT-to RCO PA22
PSR# 9213068104	REC|RC Error File
PSR# 9213068109	RCO-Alias
PSR# 9401023801	MIG Intf to RCO-DS22
PSR# 9400315907	Appt Card Flex Report
PSR# 9400315908	ER and IP Return Rpts
PSR# 9400315904	SFPROFE1
PSR# 9400315905	ATP Processing
PSR# 9400315902	FAMIS
PSR# 9400315910	HMS Processing
PSR# 9400315911	CPD Charge Report
PSR# 9414995201	Bus Off Prod Stats Rpt
PSR# 9420493001	Add OAS Profile Flex to GL FAMIS Interface
PSR# 9411432901	MICRS Reporting
PSR# 9407189115	Radiology (SD&G) to IH
PSR# 9407189118	Sunquest to LCR Interf
PSR# 9407189119	Rad to LCR Interface
PSR# 9400315903	FAMIS GL Interface
PSR# 9400315906	Charge Edit Processing
PSR# 9400315909	BDR Processing
PSR# 9213068111	AR BLIP
PSR# 9400315912	AR Late Charge Report
PSR# 9400315913	SFAPCP-PIDX Update
PSR# 9407189124	Sunquest Orders RTIF I
PSR# 9407189115	Radiology ADT and Order
PSR 0211197402	Supp Fee/RTIF Add-On Orders
PSR #040513472801	Novius Radiology Interface V24 with Agfa PACS
PSR # 050811319001	Support fee HL7 TIF Interface
PSR # 0508307696-01	Support fee for Revenue Master Ad Hoc
PSR # 060303196101	Support fee for Reports & Files
PSR #070713328202	Support I/F Daily Audit Report
PSR 071101032101	RTIF interfaces into LCR
PSR 2010-824300-B103	PICIS to INV AOO and OSU Integration
PSR 2010-824300-B105	PICIS to INV AOO and OSU Integration
PSR 2011-381905-B107	SUI Outbound from INV RSS to eCW
PSR 2011-381905-B116	Sunquest Integration Upgrade
PSR 2011-381905-B118	Sunquest Integration Upgrade
PSR 2011-381905-B123	PMS RTIF Interface Pulscheck to INVISION (ET to EA)

PSR 2011-301905-B149	Expand Encoder interface 99 codes
PSR 2012-381905-B166	ICD0148-C-RTIF-99 Codes
CN100008625-B108	Cerner Med Management – Orders Outbound w/Charges
CNI10008625-B109	Cerner Med Management – Orders Outbound to Baxter
PSR 2012-381905-B132	MU-XX-C – eCW inbound progress notes
PSR 2012-381905-B159	MU-XX-C – Image text repts to LCR
PSR 1411049001	Pharmacy to Omni-Cell

Attachment B

ICO Computing Fees: Includes the following

Existing Term-Licensed Applications:

OPENLink ICO

Equipment and Third Party Software:

VPS
VPS/TCPIP
VPS Anyque
Crystal

Existing Perpetual Licensed Applications:

The following Applications are out of warranty and no longer covered by Contractor's support obligation; however, Contractor will endeavor to provide support for them on request on an as-available basis for additional fees. City will need to open a PSR to receive any such support for these Applications and to document City's agreement to pay the corresponding additional fees for such support:

Groupware
Custom Letter Management
INVISION Quality Assurance

Attachment C

Statement of Work

Solution Summary

This Sales Order outlines the professional consulting services that have been purchased to support Client's ongoing business needs.

Application Services

- Patient Accounting

Consulting Services

- Consulting Services - Additional

Phasing Summary

Application/Service
Phase 1
Consulting Services – Additional
Patient Accounting

Professional Services Scope

Consulting Services

Cerner will utilize best practices experience to deliver the following services.

Additional Consulting Services

Consultant Staffing

Cerner will provide up to 6,240 hours to perform the following Project Management tasks:

- Direct project initiation and provide cross-functional coordination and alignment Cerner assigned resources.
- Work with the Client's project management team to assist in the development of project definition and achieving defined objectives.
- Complete overall project management functions include:
  - Resource management.
  - Status reporting.
  - Problem resolution.
  - Periodic budget reports.
  - Executive updates.
- Work with Client to jointly monitor the defined project progression and be the primary points of contact for issue resolution and escalation.

Cerner will provide up to 8,340 hours to perform the follow INVISION Clinical Consulting tasks:

- Maintain orders sets (Service Master).
- Add new or revise current orderable services.
- Add new or revise current result codes (COR)
- Review monthly SUP and upgrade notifications and update items as needed.
- Assist migration to new EHR as subject matter expert (SME) on INVISION clinical data mapping for conversions or archiving purposes. Resource to either provide the details or to solicit details from other Cerner INVISION SME's to assist with data mapping requirements.
- Maintain and/or modify current INVISION clinical pathways or create new INVISION pathways as needed to ensure compliance with hospital and regulatory requirements;
  - CPOE, Discharge Instructions, Medication Reconciliation, ePrescribing.

- 3270 Orders pathways for ancillary departments.
- Nursing Orders pathways, eKardex, Order Acknowledgement.
- Nursing Assessments
- Rounds Reports
- Net Access functionality, orders and results displays, CCDA, census lists, adding/revising queries
- INVISION Security changes.
- INVISION Print routing set up and troubleshooting
- System and Interface testing and documentation.
- Maintain an issues list and list of requested system changes and provide input to those who prioritize the list.
- Provide basic project management for small projects to stay on track.
- Coordinate build tasks with other analysts and/or consultants
- Mentor and train hospital analysts as requested
- Assist with troubleshooting / resolving clinical pathway issues

Cerner will provide up to 6,240 hours to perform the following Integration Technology Consultant tasks:

- Assist the client with the current and future points of integration needs to support optimal design structure required to improve workflow, enhance operational managements of systems and offer opportunities to improve the delivery of healthcare. Cerner integration services may include reviewing IT infrastructure, equipment, systems; design of data capture to support a broad spectrum of integration requirements; designing roadmap to prioritize and optimize integrations points, architect data requirements, and configure integration design specifications; developing and reviewing integration functional requirements to meet design guidelines, system capabilities and protocols; developing test plans, validation requirements, and perform testing; implementing interfaces to support integration design within the system capabilities and protocols; and evaluating anomalies arising with connectivity, response time, data mapping and conduct remediate efforts to resolve issues.

Cerner will provide up to 1,560 hours to perform the following Technology Lead tasks:

- Provide Technology project management providing a single point of contact for all technology needs.
- Direct project start up and provide cross-functional coordination and alignment of assigned consultant or technical vendor resources.
- Assist in meeting defined objectives and to develop the project definition and Project Workplan.
- Primary points of contact for issue resolution and escalation to minimize potential risks.
- Provide overall technology project management functions, status reporting, problem resolution, resource management, and executive updates.

Cerner will provide up to 3,120 hours to perform the following Technology Consultant tasks:

- Assist the client with network infrastructure, strategic design, and installation services specific to Cerner applications and integration of defined technologies. Cerner may assist with analysis of current operational technologies, offering recommendations to resolutions existing issues, and provide enterprise wide deployment strategies. Technology services may include:
  - Reviewing existing circuits to Information Services Center (ISC) in support of the clinical and financial systems. Tasks may include: reviewing application WAN requirements; design WAN upgrade; perform standard network address translation on routers as necessary; perform standard access control lists on routers to filter traffic; enable standard firewall procedures; perform proper security controls to secure access to routers; perform route filtering to limit access to applications(s); enable routers onto new communication network; test communications to ISC; test application access; test redundancy and failover.
  - Designing and implementing services for wireless; preparing and reviewing pre-install checklists; review wireless design; Reviewing AP placement layout and heat maps; providing security designs; providing and reviewing authentication to wireless network; reviewing encryption to wireless network; configuring of wireless controllers; enabling guest access; and integration of wireless controllers into core network.
  - Reviewing existing technical environment to determine virtualization feasibility opportunities; develop reference design; create migration plan, and offer implementation recommendations.
  - Implemention of design recommendations and migration to virtual environment.

Cerner will provide up to 6,240 hours to perform the following INVISION Patient Accounting and Patient Management Consulting tasks:

- Provide day-to-day operational support to the I/T and Patient Financial Services staff as it relates to INVISION Patient Accounting and Patient Management.
  - Work could include, but may not be limited to, all varieties of profile and master file maintenance, OAS revisions/enhancements, operational discussion of new or revised automation of business processes using Receivables Policy Manager (RPM) with related completion of functional maintenance, ad-hoc report writing assistance, script development and execution, troubleshooting of all varieties of system set-up and processing issues, and general technical and operational knowledge transfer.

Transitional Services

Cerner will provide up to 800 hours to perform the following MPI Analysis Consultant – INVISION/EAD MPI Consolidation tasks, by phase:

- INVISION and EAD Identifier synchronization:
  - Complete a verification that all INVISION records are in sync with EAD.
  - Take extracts from INV and EAD ID table and complete comparisons.
  - Provide details of anomalies or out of sync records.
- Purge & Archive from EAD / INVISION MPI, which includes a purge from the PIDX and GIDX:
  - Define the criteria for deletion of obsolete PIDX records (based on data elements available in extract).
  - Customize and test existing purge routine to Client's INVISION and purge specification.
  - Provide an archive database (MS ACCESS) of records purged from the PIDX. Front-end, user friendly queries to search for records and display qualifying data will be provided.
  - Run purge in production:
    - This may require downtime and will be coordinated with client requirements. Alternatively, the purge may be completed through a scripting approach to avoid downtime. This approach will run over several days (recommended maximum for scripting is 20,000 per day).
    - Estimates assume that this purge effort will involve approximately 700,000 records.
  - Test and run routine to remove target records from EAD (should not require downtime).
  - Repeat duplicate analysis on post-purged PIDX to finallze duplicates for evaluation and resolution
- Consolidation of Client EAD and corresponding INVISION duplicates:
  - Obtain GIDX and PIDX extracts with the REL segments to provide supporting data for the duplicate review.
  - Define the survivorship that will be used for this effort (based on data elements available in extract).
  - Manually review marginally matched sets to confirm duplication and exclude false-positives (e.g. Twins). Only confirmed duplicates will be consolidated. No verification of data discrepancies between matched records will be conducted (e.g., differences in name spelling or SSN). Assumes a maximum of 50,000 duplicate sets.
  - Provide a report (electronically or on paper) of potential duplicate sets that could not be confirmed.
  - Document the merge process used by Client for INVISION/EAD.
  - Create an INVISION/EAD merge script to MODEL pathways and identify any operational pitfalls (interfaces or printer queues) to be avoided.
  - Obtain client sign-off on merge approach and use of script.
  - Run script remotely to merge designated INVISION duplicates.
  - Provide a report of any merges the script was not able to complete by reason.
  - Provide a cross-reference database and audit trail of the consolidation effort.
- Consolidation impact:
  - Determine the impact of Consolidation on two downstream applications and/or ancillary systems
- Receive extract from Client systems:
  - Match up the MRNs from each system with the EAD extract.
  - Match up the MRNs from each with the confirmed duplicate population.
  - Provide a report of out-of-sync MRNs and MRNs involved in consolidation that will impact the each system.

MPI Consolidation Project Assumptions:

- Client to provide timely assistance with INVISION/EAD sign-ons and initial set-up and sign-off of project procedures.

- Client to provide HIM and IS and ancillary project contacts.
- Client to provide IS support to monitor system performance and interfaces during the running of the scripts.
- Client to follow through with any subsequent consolidation with the physical chart or jacket or other ancillary systems.
- Client will be responsible for follow-up and verification of any duplicate sets that could not be confirmed with available electronic data.
- Client will be responsible for follow-up of any other data issues that are identified, such as records with Newborn defaults, thin records, duplicates with gender conflicts.
- Client will be responsible for any verification of data that is to be retained on surviving record (e.g. correct spelling of patient name, correct SSN).
- Client is responsible for follow-up merge or remediation of any downstream applications.
- Client is responsible for corrective action of any EAD/INVISION out of sync records.

Cerner will provide up to 750 hours to perform the following Strategic Services Advanced Analytics Consultant tasks:

- Analyze the DSS data utilization and retention requirements to support the migration of data to an alternative data warehousing/decision support solution. Services include:
  - Inventory of current:
    - Model and Customer Interfaces.
    - Data Import/Export Files.
    - Routinely Published Reports and Recipients.
  - Identification of DSS data and report retention requirements:
    - Regulatory Compliance.
    - Performance Management.
    - Operational.
    - Clinical/Quality.
    - Statistical and Trending Analysis.
    - Executive/Management Dashboards.
    - Business Intelligence.
- Provide recommendations and key considerations for migrating data from DSS to a subsequent data base warehouse and decision support application.

Cerner will provide up to 300 hours to perform the following Document Management Strategic Consultant tasks:

- Provide assistance in defining the legal health record and designated record set and will include a deliverable of the legal health record policy with corresponding health record matrix. Services include:
  - Identify relevant regulations, standards and laws for the organization.
  - Determine the type of documents/records and name of document created in the normal course of business.
  - Determine the documents/records that should not be included i.e. external records, Interim/pending documents, Version of documents, Clinical decision support triggers, indexes, audits, etc.
  - Identify retention requirements for each document/record.
  - Identify the primary source of storage for each document with corresponding start/end date.

Data Extraction Services

Cerner will provide up to 500 hours to perform the following Strategic Services Revenue Cycle Consultant – Extract Oversight tasks:

- Direct initial project start up and provide cross-functional coordination and alignment of Cerner's resources.
- Work with Client's project manager to assist in meeting defined objectives and to develop the project definition.
- Work with Client's project managers as the points of contact for issue resolution and will continuously monitor progress to minimize potential risks.

Cerner will perform the following Extract Services tasks:

Extract services includes an extract of data from each of the following applications where the full scope of the extracts will be determined after the kick-off event occurs. Scope of extract work will be documented and agreed to by both Cerner and

Client, with Cerner work effort limited to what has been quoted within this document. No extract work will begin until both parties come to full agreement.

- Generate 3 sample extract for INVISION Patient Accounting. Extract will include no more than 10 years' worth of data for Client validation. Extract to include:
  - Accounts Receivables (AR).
  - Bad Debt (BD).
  - Inpatient (IP).
  - Outpatient (OP).
  - Patient Accounts Archive (PAA).
- Generate 3 sample extract for INVISION EAD. Extract will include no more than 10 years' worth of data for Client validation.
- Generate 3 sample extract for INVISION LCR. Extract will include no more than 10 years' worth of data for Client validation.
- Generate 3 final core data extract file from the following applications, which will include all extract deliverables:
  - INVISION Patient Accounting
  - INVISION EAD
  - INVISION LCR
- Estimates are based on assumption of a HL7 file format.
- Client assumes responsibility for the transportation of the extracts to the third party archiving system.

Cerner will provide up to 800 hours to perform the following Soarian Analytics/DSS Consultant tasks:

- Create a program to extract data from the Cerner Decision Support data warehouse;
  - This extract file can then be used to load a data archive or alternative data warehouse solution.
  - The hourly estimate may need to be revised based on the data input specifications of the receiving system. Scope of extract work will be documented and agreed to by both Cerner and Client, with Cerner work effort limited to what has been quoted within this document. No extract work will begin until both parties come to full agreement, after the kick-off event occurs.

Cerner will provide up to 48 hours to perform the following Document Management Strategic Consultant tasks:

- Provide assistance as needed during Document Management extract.

Cerner will provide up to 952 hours to perform the following Direct Line Services – Document Management extract tasks:

- Analysis in collaboration with the Client to help them determine what to extract from their Document Management (DM) environment
- Execute queries to produce sizing estimates and various other listings (i.e. doc types, file formats)
- Feasibility of extraction from client's storage media devices
- Create small sample files for vendor analysis

  The analysis should result in the selection criteria for the document extraction (i.e. data range, doc type list) along with what types of extractions are needed. Any customizations should also be identified – i.e. if the vendor needs the metadata reformatted, special file naming considerations, etc.

- Custom Services has three types of extractions:
  - Extraction of Patient documentation in its native format
  - Export of Patient documentation containing electronic signatures and annotations in PDF format (available in EDM release 24.09 or higher)
  - Extraction of non-patient documentation (filed under Generic folders)
- Encounter/Medical Record Number\Enrollee Extraction – Cerner Custom DM Extraction:
  - Custom Services will extract the images identified in the analysis phase associated to an encounter, medical record number, and enrollee from the client's DM environment.
    - Documents with supplements, such as, electronic signatures and annotations are not included in this item. They are detailed under the 'Export of Supplements' item.

- The program will decompress compressed text files and extract all other images in the format that they are stored in.
- Template and/or Overlays will not be extracted in this line item.
- This extraction only extracts the documents in the format they are stored. EDM stores each page of document as a separate file. So a ten page document will not be one file, but ten individual files.

- Export of Supplements – Cerner Custom DM Extraction:
  - Custom Services will extract all electronically signed documents identified in the analysis phase belonging to an encounter/medical record number in PDF format from the client's DM environments.
    - The client will need to supply the doctypes that contain signatures. Due to the processing time and system performance concerns of creating PDF documents, the export is restricted to a limited number of doc types. Sizing information for the doctypes will be provided as part of the de-install process.
    - The elapsed time of this extraction is dependent on the number of documents that meet the criteria at the time the extraction is initiated. A standard estimate is 2 weeks per year. Please take this into consideration when approving PSR for scheduling purposes.
- Generic Folder Extraction – Cerner Custom DM Extraction:
  - This extraction item pertains to the extraction of documents stored in Generic (non-Patient) Folders.
    - This item only extracts the documents in the format they are stored.
    - The process will decompress compressed text files and extract all other images in the format that they are stored in.
    - Template and/or Overlays will not be extracted.
    - DM stores each page of document as a separate file. So a ten page document will not be one file, but ten individual files
- Custom DM Extraction Assumptions:
  - The de-install extraction will be sub-divided by year, the current year being the last extraction year – there will be a directory created for each year included in the extraction. Additional extractions (or catch-up extractions) will require additional PSR(s).
  - In addition to the extracted images, each extraction directory will contain an index file (CSV file). The index file will contain a list of records separated by a carriage return/line feed. A semi-colon (;) will separate each column in the record and the string values of each field will be contained in a set of double quotes ("). Each record in the file can be directly linked to each image file in the extraction.
    - The CSV delimiter and text qualifier can be changed to a value defined by the vendor. The vendor will need to specify a value(s) before the extractions begin.
  - A header line will be located at the top of each index file in a format similar to the following:
    - medical_record_number; encounter_number; encounter_start_date; patient_name; doc_id; document_date...
  - The following fields will be included in the index file for encounter based documents, separated by a semi-colon:
    - * medical_record_number = Medical Record Number.
      * encounter_number = Encounter Number.
      * encounter_start_date = the start date of the encounter (yyyy-mm-dd).
      * patient_name = the name of the patient.
      * financial_class = the financial class of the associated encounter.
      * birth_date = the patient's birth date.
      * document_id = the unique EDM doc id.
      * document_date = EDM document date (yyyy-mm-dd).
      * document_create_date = the date the document was created (yyyy-mm-dd).
      * document_modify_date = the last date the document was modified (yyyy-mm-dd).
      * document_type_name = The EDM document type.
      * document_type_description = Description of the EDM document type.
    - * doc_copy = Used to identify documents shared by multiple encounters. Indicates the copy number for this particular encounter.
    - * page_number = the page number of the file in the document – Extracts Only.
    - * export_page_count = the number of pages in the exported file – Exports Only.
      * file_path = Relative path to the associated file.
  - The following fields will be included in the index file for documents in generic folders, separated by a semi-colon:
    - * document_id = the unique EDM doc id.
    - * folder_name = The EDM Owner type that the document is stored in.

- * label_name = The name of the label associated with the folder.
- * label_data_type = The label's data type (date, text, number).
- * label_value = The value of the label.

- The client will need to finalize the fields that need to be added to the index file at time of coding. Any additional fields needed in the CSV file may require a re-quote.
- The extraction program will not extract or evaluate the status of any existing deficiencies. All documents and demographics will be extracted regardless of whether all deficiencies have been completed for an encounter.
- Sizing information is provided as part of the de-install extraction. However, documents that are stored as compressed text will be 90% larger when extracted. The sizing information is a rough estimate, dependent on whether or not the client is utilizing compressed text.
- The newest version of the document and its objects will be extracted.
- Factors affecting the length of the actual extraction are system performance, network performance, type of documents stored, the size of the database, and the media that we are writing the information to. Custom Services cannot make any program modifications in an attempt to reduce or resolve any of these factors.
- The extracted images and index file will be combined into a zip file that can then be transported.
- The client is responsible for supplying a media device with sufficient storage to extract the documents to. Apricorn Hardware Encrypted Drives are recommended. The extracted documents and index files will be copied to a USB hard drive and encrypted for FedEx delivery to the hospital. The hardware is needed before the extraction can begin.
- This quote covers file creation, internal testing, analysis, and documentation. Cerner Custom Services will complete internal testing. Due to the uniqueness of these customizations and the client's environment, it is the client's responsibility to thoroughly test this custom solution.
- This quote will not change unless modifications are needed after the initial specifications have been agreed upon and signed. A separate quote will be generated for any changes to the initial specifications provided by Custom Services/Direct Line Services.
- Upon approval, this request will enter Custom Service's programming queue of work to be scheduled.
- A standard test extraction is included as part of the extraction. However, a test file can only be sent after the client has approved the technical specs and the programming is complete.

Cerner will provide up to 240 hours to perform the following Data Gathering Services tasks:

- Provide support and direction for software issue resolution up to, in preparation of and during the live phase. Cerner will support the event as agreed to by both Cerner and Client and in routing issues through the appropriate event tracking system.
- Generate 1 Masterfile tables for INVISION Patient Accounting. Masterfile tables will provide descriptions of designated data elements mapping them to the extract. Cerner will:
  - Obtain data mapping document for elements to be loaded into the data archive from the archive vendor.
  - Map INVISION data elements to the archive elements provided by the archive vendor.
  - Deliver the mapping documents in the specified format required by the vendor.
  - Prepare vendor validation worksheets, if applicable, for Client project validation team to review.
  - Establish Client security for sample file validation.

Cerner will provide up to 764 hours to perform the following Data Validation Services tasks. The testing phases are as follows:

High Level Validation Testing – Cerner will:

- Collaborate with the Vendor to balance the SYSOUT report (provided to archiving vendor by Cerner) to ensure that all accounts present in the data extract are accounted for in vendor's product.
  - Data elements that will be reconciled between the SYSOUT report and archiving system include:
    - Number of Records.
    - Number of Accounts.
    - Total Charges.
    - Total Payments.
    - Total Account Balance.
    - Total Outpatient Balance/Charges/Payments/Adjustments.
    - Total Inpatient Balance/Charges/Payments/Adjustments.

- Total Bad Debt Balance/Charges/Payments/Adjustments.
- Total AR Balance/Charges/Payments/Adjustments.

*Note: Vendor Consultant will also supply this information to the Cerner Consultant

- High level Patient Accounting Inquiry Query (PTIQ) Validation:
  - BALANCE SEGMENT – all buckets (Insurance, patient, and account)
  - PATIENT DEMOGRAPHICS:
    - Medical Record Number
    - Acct Type
    - Registration / Discharge Date
    - Financial Class / Patient Type
    - Date of Birth
    - Patient Sex
    - Social Security Number
    - Hospital Service
    - Marital Status
    - Guarantor Address/ Phone number
  - PATIENT UNIT INFORMATION (If applicable):
    - Unit Acct# key information
    - Unit Date
    - Number of units
    - High balance check
  - PATIENT FINANCIAL DATA:
    - Last Patient Bill Date
    - Last Patient Pay Date
    - PAA Transfer Date / Code
  - PATIENT INSURANCE DATA:
    - Policy Number
    - Group Number
    - Number of Insurances
    - Last Payment Date
    - Last Pay Amount
  - PT CONTRACT DATA – If applicable:
    - Last Patient Payment Date
    - Last Patient Payment Amount
    - Last Patient Statement Date
    - Contract Amount
    - Amount Delinquent
    - Total Contract Payment Amount
  - ACCOUNT DETAIL DATA:
    - Beginning & End comment fields & dates
  - SUBSCRIBER INFORMATION:
    - If the Expanded Name and Address feature (ENAD) is not installed (Hospital profile 56855 is NOT valued with a '2':
      - Detailed Subscriber and related information is not on PTIQ and an Ad hoc report will need to be created to QA this information.
      - Additional hours needed to write adhoc reports to validate data not on the PTIQ screens (subscriber, patient).
    - If ENAD is turned on, no additional hours are needed.

Exception Based Testing – Estimates are made without knowledge of the number of exceptions identified by third party archiving vendor, or without client's input on the percentage of account that need to be tested. Estimated hour increase or decrease depending upon this information and the level of customizations;

- Data Archiving Vendor Consultant will perform initial exception based testing results after data is loaded into vendor's product. Vendor will provide a list of exceptions and detail examples for review.
  - Vendor data team to perform exception based testing via automated checks during the data load process.
  - These automated checks review validation checkpoints.
  - Validation checkpoints review data including, but not limited to:
    - Account Information.
    - Account Dates.
    - Patient Information.
    - Financial Information.
    - Insurance Information.
    - Coding.
    - Physician Information.
    - Statement Information.
- Vendor Consultant to prepare Data Validation Workbook of any exceptions found in the data.
- Exceptions found during these automated checks will be presented to Client and Cerner in the form of a data validation workbook. It is recommended that vendor hold a review session to go through the data validation workbook exceptions with Client and Cerner. When appropriate, Vendor will solicit advice on exception scenarios.
- Cerner will perform root cause analysis on exceptions and provide feedback to the client on why items are classified as exceptions.
- Cerner will review exception based testing findings with the client and make any necessary updates to the data. Client participation and decision making required.

Parallel Testing – The total number of hours required to conduct parallel testing is contingent on the percentage of accounts client will require to be tested.

- Perform side by side comparison of the parallel testing accounts by viewing the same account in both the vendor archiving system and Cerner INVISION a system to ensure that all data was accurately extracted and loaded into the archiving system.
- Client will determine the level of testing in terms of the number of accounts and documents to be parallel tested.
- Follow guidelines and procedures provided by archiving vendor in order to maintain a standardized approach for the validation process.
- Data Validation for INVISION will be performed as follows:
  - Dial into Archiving Vendor's system and Cerner INVISION via the PTIQ function.
  - Perform side-by-side data comparison of the account data in archiving vendor's system and Cerner.
  - Review data on the account based on the requirements in the Masterfile Table, for example:
    - Validate patient number, name, Medical Record Number, Date Of Birth, Patient Sex first (and other basic information sent to archiving vendor).
    - Use Archiving Vendor System Screens as the driver and cross reference the data back to INVISION.
    - Review/Compare data on account for each tab listed in the Look-up Tables from the Archive vendor to INVISION:
      - Accident Type
      - Account Status
      - Admit Source
      - Admit Type
      - CPT/HCPCs codes
      - Diagnosis codes
      - Dish Disposition
      - Employer Status (28 User Records)
      - Financial Class
      - Patient Type
      - Hospital Services
      - Insurance Information

- Marital Status
- Patient Relationship to Insured
- Patient Relationship to Guarantor
- Physician Information

- Vendor will clearly identify additional data that will need to be validated since there are numerous fields brought over from INVISION to the archiving Vendor.

- Cerner to review parallel testing findings with the client and make any necessary updates to the data. Client participation and decision making required.
- At completion of Data Validation, Client will receive all documentation from the validation process including Data Validation Workbook and the results of the parallel testing.
- Archiving Vendor to provide client with a Final Migration Sign Off form outlining the exception and parallel testing findings from Data Validation work performed by the Cerner and incorporating feedback from the Client Business Owner, Client SMEs and the Client Project Manager.

Migration Support Services

Cerner will provide up to 5,400 hours to assist the client with data migration, system transition support, and application decommission for the following: INVISON Patient Accounting, Patient Management, EAD, LCR, Soarian Document Management and Decision Support. Tasks may include:

- Participation in migration planning and design sessions as required
- Assistance with target environment data intake
  - Data mapping context
  - Information nomenclature
  - Field construct
  - Data loads
  - Testing and validation tasks
  - Integrity sampling
- Involvement in system readiness reviews
- Attending project related meetings and contribute to status reporting session
- Assist with pre go-live system stabilization
- Disabling or redirecting integration/interface
- User provisioning to limit access and functional capabilities

Interfaces

Cerner will provide the following interface services. Cerner acknowledges that the Client may have additional Third Party integration outside of the interfaces included in the scope below. Cerner assumes that Client will work with the appropriate Third Party Software vendors to enable such integration in a timeframe that does not negatively impact the timeline of the project.

Cerner will complete all Cerner OPENLink, Application programming and implementation consulting services to enable the following interfaces, at Client's request.

- Enhanced INVISION Patient Accounting Dollars Outbound to PeopleSoft General Ledger
- Enhanced INVISION Patient Accounting Statistics Outbound to PeopleSoft General Ledger
- INVISION Patient Accounting Patient Refunds Outbound to PeopleSoft Accounts Payable

Project Assumptions

General Assumptions

The following General Assumptions frame the scope and work associated with the implementation. These assumptions are not intended to be a definitive list of tasks or responsibilities, but rather include key obligations required to support the mutually agreed upon scope.

- Client will provide an environment that supports the project team's work through completion of the project. This may include, but is not limited to, dedicated team conference room(s), separate desks for Cerner on-site consultants, telephone access, internet and network access, system access and sign-on and administrative support as appropriate

- Cerner and Client will mutually agree to the timing and scheduling of required Cerner education to support the implementation process
- Client will translate their clinical and/or business requirements into system related decisions and settings. Cerner will provide guidance configuring software when appropriate for the level of contracted services
- Client will use current Third Party Software suppliers unless being replaced by a Cerner system included in this agreement
- Client will develop unit and integrated testing scenarios, as well as manage and execute System testing with Cerner collaborating with Client on resolution of functional design issues
- Client will develop core trainer and end user training materials if required for contracted software in this agreement
- Cerner base services include support for the Application live event as specified in the Project Workplan or this Sales Order. This also includes routing issues through the appropriate event tracking system and transitioning Client to support

Attachment D
Technology Requirements Specification

Client: City and County of San Francisco

Applications	Release
Healthcare Query ASP	7.02

Tracking Code: 150518DW0651

Notes
- Decision Support Solution Clients must be on DSS 6.3 or higher in order to implement Healthcare Query.
- Soarian Financial Clients who do not have DSS must be on Soarian Financials Version 3.2 or higher in order to implement Healthcare Query.
- Healthcare Query Clients without DSS and without Soarian Financials can interface INVISION, UNITY or MS4 Patient Accounting data to Healthcare Query ASP for reporting. Three years of data will be maintained in the Healthcare Query environment through monthly purging.

Minimum Equipment and Third Party Software Requirements:

Healthcare Query Workstation
Required Equipment:
- Intel or 100% compatible Pentium 2.0GHz processor
- 10/100Mb network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 17" XGA monitor – (15" XGA Monitor with scrolling)
- Keyboard and Mouse
- 2 GB RAM - Note that workstation memory is specified in terms of Healthcare Query requirements. Workstation memory should be sized for all applications using it as well as the operating system requirements. For example, Microsoft's requirement for Windows 7 is 2GB minimum and Windows XP is 128MB minimum.
- (1) disk drive with 650MB of free disk space

Required Third Party Software:
- Microsoft Windows 7 (64 bit or 32 bit) or Windows XP Professional (32 bit) - Note: Microsoft Windows XP Professional is supported until the Microsoft Extended Support expires
- Microsoft Excel 2010 (32 bit) or 2007(32 bit) - Required if there is a need to read Excel-exported data on the workstation
- Oracle Java Standard Edition Runtime Environment 7 (Free download)
- Adobe Reader Version 11.x, or Version 10.x (Free download) – Required if there is a need to read PDF-exported data on the workstation
- Microsoft Internet Explorer Version 9 (32 bit) or Version 8 (32 bit)
- Microsoft XML Core Services Version 4.0 (Free download) Note: Clients without DSS or Soarian Financials databases do not need this download.

Attachment E
Sales Order for Optional DataArk Services

This Cerner Sales Order is made on April 26, 2016 ("**Effective Date**"), between Client and Cerner Health Services, Inc. ("**Cerner**"), a Delaware corporation with its principal place of business at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355.

Client and Siemens Medical Solutions USA, Inc. ("**Siemens**") were parties to an agreement dated July 01, 2010, (as amended, the "**Agreement**"). In connection with Cerner Corporation's acquisition of the Health Services business of Siemens effective February 2, 2015, Siemens has assigned the Agreement to Cerner.

Client and Cerner, as successor in interest to Siemens under the Agreement, now enter into this Cerner Sales Order, which shall amend the Agreement.

FACILITIES

Designated Facility. Facility where the solutions will reside:

Name	Address	City	State/ Province	Zip/Postal Code	Country
City and County of San Francisco/Dept of Public Health	101 Grove St	San Francisco	CA	94102	USA

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
City and County of San Francisco/Dept of Public Health	101 Grove St	San Francisco	CA	94102	USA

The parties may add or substitute Permitted Facilities by amending this section, provided Client pays any relevant scope of use expansion fees in the section below.

PAYMENT TERMS

PROFESSIONAL SERVICES

Fixed Fee. Fifty percent (50%) of the total professional services fees will be paid on the Effective Date. The remaining 50% is payable 90 days following the Effective Date.

EQUIPMENT AND SUBLICENSED SOFTWARE

One-Time Fees. The one-time Equipment/Sublicensed Software fees are payable upon shipment of the Equipment/Sublicensed Software.

EQUIPMENT AND SUBLICENSED SOFTWARE MAINTENANCE

- Initial Fees. The total amount of the extended initial Maintenance fees will be paid upon shipment of the applicable Equipment/Sublicensed Software.
- Ongoing Fees. The total amount of the extended ongoing Maintenance fees are payable annually, beginning upon shipment of the applicable Equipment/Sublicensed Software, or directly following the completion of the initial term.

TERM AND TERMINATION

Equipment and Sublicensed Software Maintenance. Maintenance warranties, if any, begin on the earlier of installation, or 30 days after shipment of the equipment and/or sublicensed software. Maintenance services will continue for an initial term of twelve (12) months, or such longer period as set forth in the "Solutions and Services" section of this Cerner Sales Order. Maintenance will automatically renew for additional periods of the same duration, unless Client provides Cerner with written notification of its intent to terminate maintenance no less than zero (0) days prior to the expiration of the then-current period. Cerner may terminate maintenance services if Client fails to pay invoices for maintenance. All unpaid charges for maintenance will be immediately due and payable upon such termination. Client will pay all applicable penalties or fees if maintenance services are terminated, then later reinstated.

PASS-THROUGH PROVISIONS

Where pass-through provisions are applicable to third party products and services, these provisions are referenced by a pass-through code in the "Solutions and Services" section of this Cerner Sales Order, and that code can be entered at https://passthroughprovisions.cerner.com/ to view the pass-through provisions. These pass-through provisions are incorporated into this Cerner Sales Order by reference.

ASSIGNMENT OF PAYMENTS

Client agrees that Cerner may assign its interest in or otherwise grant a security interest in payments due pursuant to this Cerner Sales Order in whole or in part to an assignee. Client will promptly acknowledge each assignment or granting of a security interest. Cerner will continue to perform its obligations under the Agreement following such assignment or granting of a security interest.

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees	Annual Fees
Professional Services			
Fixed Fee	325,625.00	-	-
Sublicensed Software	1,862,420.00	-	-
Equipment and Sublicensed Software Maintenance			
Year 1	-	-	372,484.00
Year 2	-	-	372,484.00
Year 3	-	-	372,484.00
TOTALS:	2,188,045.00	-	1,117,452.00

All prices in this Cerner Sales Order are shown in US Dollar (USD).

SOLUTIONS AND SERVICES

PROFESSIONAL SERVICES

Phase	Project	*Bill Type	Solution	Rate	Metric	Qty	Fees	Pass-Through Code
Quote: Professional Services (1-11124698917-R-1)								
1	Consulting Rev Cycle	FF	Data Archive Services					
			Strategic Services MediQuant Consultant - Data Archive Services				325,625	

*FF = Fixed Fee / FFS = Fee For Service

Professional services pricing is valid until July 26, 2016. If a Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision. Cerner will not schedule resources for implementation services until this Cerner Sales Order has been executed by both parties and processed by Cerner.

SUBLICENSED SOFTWARE

Line #	Solution Code	Description	Qty	Scope	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Monthly Support Fees	Solution Description Code	Pass-Through Code
Quote: Cerner HS Solutions - DataArk Perpetual Option (1-11097747031-R-1)										
1	MDQ20024	Data Ark A/R Management PL	1	Each	376,565.00	376,565.00				007101_MDQ
2	MDQ3036	Data Ark MPI/Visit History	1	Each	57,505.00	57,505.00				007101_MDQ
3	MDQ3029	Data Ark Hospital EMR - Very Large	1	Each	563,920.00	563,920.00				007101_MDQ
4	MDQ3029	Data Ark Hospital EMR - Very Large	1	Each	563,920.00	563,920.00				007101_MDQ
5	MDQ3014	Data Ark Document Storage - Enterprise	1	Each	150,255.00	150,255.00				007101_MDQ
6	MDQ3014	Data Ark Document Storage - Enterprise	1	Each	150,255.00	150,255.00				007101_MDQ

EQUIPMENT AND SUBLICENSED SOFTWARE MAINTENANCE

Line #	Manufacturer Part #	Description	Level of Service	Qty	Initial Maint Term (Mo)	Extended Initial Maintenance Fees	On-going Maint Term (Mo)	Extended Ongoing Maintenance Fees
Quote: Cerner HS Solutions - DataArk Perpetual Option (1-11097747031-R-1)								
1	MDQ20024	Data Ark A/R Management PL	24x7 M-Su Phone Support	1	0	0.00	36	225,939.00
2	MDQ3036	Data Ark MPI/Visit History	24x7 M-Su Phone Support	1	0	0.00	36	34,503.00
3	MDQ3029	Data Ark Hospital EMR - Very Large	24x7 M-Su Phone Support	1	0	0.00	36	338,352.00
4	MDQ3029	Data Ark Hospital EMR - Very Large	24x7 M-Su Phone Support	1	0	0.00	36	338,352.00
5	MDQ3014	Data Ark Document Storage - Enterprise	24x7 M-Su Phone Support	1	0	0.00	36	90,153.00
6	MDQ3014	Data Ark Document Storage - Enterprise	24x7 M-Su Phone Support	1	0	0.00	36	90,153.00

At the time of the actual order, Cerner may substitute individual technology solutions based on availability and/or technological advancements. In the event of a substitution, the corresponding Maintenance services and fees are subject to change for the substituted items. If the substitution Maintenance services result in an increase in fees, Cerner and Client will discuss the fee increase prior to ordering such Maintenance services.

EQUIPMENT/SUBLICENSED SOFTWARE DELIVERY

Delivery Information. The following delivery information is required to process the equipment/sublicensed software in this Cerner Sales Order.

*Delivery Address	Delivery Contact Information
(Name of Facility)	*(Name – Printed)*
(Address Line 1)	*(E-mail Address)*
(Address Line 2)	*(Phone Number)*
(City, State/Province, Zip/Postal Code, Country)	*(Fax Number)*

Delivery Requirements. Please check the applicable box for each question below to help ensure a successful delivery.

Does the facility accommodate a 48 foot trailer?		Yes	☐	No	☐
Does the facility have a loading dock?		Yes	☐	No	☐

What are the receiving days and hours of operation? *(Please enter days and times available)*	Days:		Time (From):		Time (To):
Will a lift gate and/or ramp be required?	No	☐	Lift Gate	☐	Ramp ☐
To what floor will the equipment be delivered?	Basement	☐	Ground	☐	Floor: _____
Does the facility have an elevator, or will a stair crawler be required?	Elevator	☐	Stair Crawler	☐	N/A ☐
Does the facility require floor covering?			Yes	☐	No ☐

Cerner Cerner AMENDMENT NO. 1-4N21LW3

AUTHORIZATION

By executing this Cerner Sales Order, Client agrees to purchase and take delivery of the products, services, Maintenance, and installation set forth herein. Please fax this Cerner Sales Order in its entirety, along with Purchase Order* (if applicable), to the Cerner Contract Management Office at 816-859-6310, and return all originals to the following address:

Cerner Health Services, Inc.
Attn: Contract Management Office
51 Valley Stream Parkway
Malvern, Pennsylvania 19355
USA

CITY AND COUNTY OF SAN FRANCISCO/DEPT OF PUBLIC HEALTH	CERNER HEALTH SERVICES, INC.
By: _____ (signature)	By: _____
_____ (type or print)	_____
Title: _____	Title: _____

Purchase Order #: _____ (if applicable)

*If Client chooses to submit a third-party Purchase Order, the third-party must submit payment in full along with this executed Cerner Sales Order in order for the scheduling of resources to commence.

Client shall complete the following upon execution of this Cerner Sales Order:

Client Invoice Contact: _____

Contact Phone #: _____

Contact E-mail Address: _____

Client's account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Contact Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.

Cerner Cerner AMENDMENT NO. 1-4N21LW3

Prepared For: City and County of San Francisco/Dept of Public Health ("Client")
101 Grove St
San Francisco, CA 94102 USA

Quote July 26, 2016
Expiration Date:

Cerner Sales Contact: Thomas Elardy **Phone #:** (925) 750-2132 **E-mail Address:** thomas.elardy@cerner.com

SCOPE OF SERVICES

This section defines the service deliverables ("Scope") for the services set forth in this Cerner Sales Order.

As part of the City and County of San Francisco's conversion, there is a desire to decommission the legacy applications. As part of the decommissioning process, there is a need to plan for storage and access of that data in a cost-effective, secure, and accessible manner. This functionality is referred to as "Data Archiving."

Cerner has partnered with a nationally known firm, MediQuant, to provide a data archiving solution for various data sets ranging from patient billing to clinical to enterprise resource planning systems. MediQuant offers a solution called *DataArk* which is a configurable, easy-to-use tool allowing clients to migrate data from legacy applications into *DataArk* where they will have complete access to, and management of, the archived data. This proposal includes data archiving solutions for the facility and system/data set listed below along with our understanding of how the data in each system maps to distinct DataArk module(s).

Entity[1]	Legacy Application[2]	Legacy Application Data Set Scope[3,4,5]	DataArk Module[6]	Bed/Provider #[7]
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner Invision PA v27.5	Includes: • Patient accounting data • This is single shared instance between the listed entities • NO scanned documents • First date of use: 1980's • Encounter (SQL Server)	Hospital Patient Accounting	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - 450 **Providers**

Entity[1]	Legacy Application[2]	Legacy Application Data Set Scope[3,4,5]	DataArk Module[6]	Bed/Provider #
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner MPI/Visit History v27.5	Includes: • MPI/Visit history (EAD) • First date of use: 1980's • Encounter (SQL Server) • EAD/LCR (CSO) (SQL Server) • EAD/LCR (Mainframe) (DB2	MPI/Visit History	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner Invision LCR v27.5	Includes: • Patient summary data ➢ Allergies ➢ Immunizations ➢ Problems ➢ Home medications ➢ Diagnoses ➢ Alerts/Precautions • Discrete orders • Discrete results (lab) • Text results ➢ Radiology ➢ Transcription ➢ Laboratory • Flowsheets/Assessments (Up to 50) • Provider documentation stored as text reports • This is a single shared instance between the listed entities • NO scanned documents • Clinical Documentation (SQL Server) • First date of use: 1996	Hospital EMR Plus	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**

Entity[1]	Legacy Application[2]	Legacy Application Data Set Scope[3,4,5]	DataArk Module[6]	Bed/Provider #
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	*Cerner Invision LCR v27.5	Includes: • Patient summary data ➢ Allergies ➢ Immunizations ➢ Problems ➢ Home medications ➢ Diagnoses ➢ Alerts/Precautions • Discrete orders • Discrete results (lab) • Text results ➢ Radiology ➢ Transcription ➢ Laboratory • Flowsheets/Assessments (Up to 50) • Provider documentation stored as text reports • This is a single shared instance between the listed entities • NO scanned documents • *Clinical Documentation (SQL Server) • First date of use: 1996	Hospital EMR Plus	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - 450 **Providers**
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner EDM-Financial v 25.00.104.472	Includes: • Financial documents and images stored as pdfs with associated metadata. • Extractor must provide the pdfs to MQ with metadata for indexing in DataArk • First date of use: 2012 • This is a single shared instance between the listed entities	Document Storage Plus-Large Financial	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - 450 **Providers**

Entity[1]	Legacy Application[4]	Legacy Application Data Set Scope[4,5]	DataArk Module[6]	Bed/Provider #
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner EDM-Clinical v.25.00.104.472	Includes: • Clinical documents and images stored as pdfs with associated metadata. • Extractor must provide the pdfs to MQ with metadata for indexing in DataArk. • First date of use: 2012 • This is a single shared instance between the listed entities	Document Storage Plus-Large Clinical	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**
Do Not Price for Archive- Cerner will provide EXTRACT ONLY for client[7]				
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner-Healthcare Intelligence – DSS- Financials	Includes: • Extract ONLY to be provided by Cerner • NO Archive	NA	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner-Healthcare Intelligence – DSS - Clinicals	Includes: • Extract ONLY to be provided by Cerner • NO Archive	NA	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**

1. Responses include scope for applications that apply to CCSF and the above listed entities. MediQuant has scoped the applications based on set-ups with other clients on how these facilities might be structured in its usage of systems. Scope will need to be confirmed as part of the discovery work process.

2. An Asterisk (*) denotes systems identified as eligible for a potential sub-identical pricing discount on the implementation fee only because they are completely identical in terms of application, version, and platform and are provided to MediQuant in the exact same data type format for implementation.

3. Flowsheets/Assessments will be extracted and archived in discrete format unless the legacy database table programming has been developed in a manner that requires the flowsheet/assessment data to be extracted and stored in a text report format.

4. Many systems allow customization so all scope will need to be verified with business owners and extraction resources prior to final contract. All client defined screens must be identified and query definitions provided prior to first extract

5. Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table

6. DataArk module was determined based on the 'Data Set Scope' column above. Scope and/or modules to be confirmed as part of the discovery process.

7. These systems will not be archived in DataArk.

By teaming MediQuant's *DataArk* solution and services with Cerner system and application knowledge, the City and County of San Francisco is assured of successful migration, storage, and access to this mission-critical data.

The following proposal provides options that address the archiving and access needs and allows the City and County of San Francisco the choice of either locally hosting the data within their own data center or contracting with Cerner to provide a remote hosting (SaaS) solution. There are also options included that allow for different levels of functionality to be available within the data sets ranging from:

- **"Active"**, is the mode of DataArk modules that includes payment posting, editing and other functions exclusive of the optional interfaces. Currently, only the Patient Accounting module possesses the "Active" mode with the possibility that other modules may become available in an Active mode in the future if required. The "Active" mode includes the features of the "Static" mode. The Active mode is required for interfaces to be applied.
- **"Static"**, references the mode of DataArk modules where data records may be viewed on demand either on screen or through report generation.
- **"Storage"**, references the mode of DataArk modules where the data is in storage and not immediately accessible. Once in a Storage mode, the module must be restored to Static mode in order to access the records.

1. SCOPE OF SERVICES

a. APPLICATIONS

The City and County of San Francisco wishes to discontinue use of Cerner health information systems and migrate the data stored on these systems to DataArk. Descriptions for each of *DataArk* modules included in this proposal are provided below:

MediQuant Module	Description/Data Storage/Reports
Patient Accounting Static **PA (Patient Accounting) or PM (Practice Management)** ***Static Module***	**'Static'** module includes: **Storage and end user GUI access to:** • Patient and guarantor demographics • Account & billing summary data • Account charge, payment, adjustment, & refund transactional detail • Insurance coverage and balance detail • Coding abstract data • Associated physician detail • Account notes detail • Medicare questionnaire data • DataArk user access audit record tracking • Custom patient accounting Fields from client legacy system (as needed) **End user functionality:** • View and add notes to legacy records • Produce itemized statement from legacy detail • Produce claim (i.e., UB or 1500) detail from legacy data • Run analytical reports on transaction history and/or abstract related trend data **Note:** Generally providers choose to utilize the 'Active Archive' module for about a three year period while they are working down their receivables, collecting and posting bad debt payments, and responding to RAC audits. After this period of time when a provider has either collected the majority of their outstanding reimbursement on their AR and/or Bad Debt inventory and has minimal RAC audit activity, they can choose to reduce the Patient Accounting functionality and associated support to a 'Static' mode **Note:** Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table
Patient Accounting Active PA (Patient Accounting) or PM (Practice Management)	**'Active'** module includes all of the features listed in the 'Static' version above plus the following: **Active End user functionality:** • Posting of payment, adjustment, and refund transactions to account records • Maintenance of General Ledger starting & ending balances with supporting detail • Ability to transfer balances between insurance plans and maintain updated account level insurance & patient level balances • Update insurance information to produce revised claims

MediQuant Module	Description/Data Storage/Reports
Active Module	• Modify charge transactions in response to audits (i.e., RAC audits) • Incrementally age accounts based on service or bill dates • Provide needed interface files for outside AR or collection agencies • Monitor all interface files being generated or received • Utilize automated routines to apply batch write-offs, agency assignment changes, etc. **Active reporting capability:** • Batch posting reporting • General Ledger journal entry summary & detail reporting • Active inventory summary & detail reporting • Make use of additional optional interfaces (i.e., 835 Posting, 837 generation, decision support Files, etc.) **Note:** Optional interfaces may also be utilized with the above 'Active Archive' Patient Accounting/Practice Management module. See '**Optional Interfaces**' table **Note:** Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table
MPI/Visit History ***Static Module***	Includes: • Master patient index • Visit history • User access audit record tracking **Note:** Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table

Document Storage Plus
 	
Static Module
	Includes:
	• Patient demographic data
	• MPI and visit history data
	• PDF Image display/print
	• Multi-Department
	• Indexing relevant to report type for searching:
	  o Image type
	  o Image date
	  o Check #
	  o Date of service, etc.
	• DataArk user access audit record tracking
	
	Note: The extractor is required to deliver the all pdf documents with associated metadata to MediQuant for load into DataArk. Additional fees will apply if the MediQuant data load team needs to configure documents prior to load.
	
	Note: Enterprise document storage systems such as Chartmaxx, McKesson HPF, Siemens EDM, etc. will incur an additional TBD implementation and/or license fee dependent on additional discovery for DB size and content.

MediQuant Module	Description/Data Storage/Reports
	Note: Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table
Hospital EMR Plus ***Static Module*** Patient centric or visit centric viewing	Includes: • Patient demographic data • MPI and visit history data • Patient Summary discrete data including: ➢ Allergies ➢ Home medications ➢ Problem list ➢ Immunizations ➢ Precautions/Alerts ➢ Patient history (social, medical/surgical/, family, substance, etc.) • DataArk user access audit record tracking ***PLUS*** Includes up to SIX (6) of the following) • Pharmacy (Basic or Plus) • OR/Surgery (Basic or Plus) • Discrete Order Entry • Text Reports (Basic) • Document Storage (Basic) • Flowsheets (up to 50) • Radiology (Basic) • Laboratory (Basic or Plus) • Emergency Department (Basic) **Note:** Flowsheets/Assessments will be extracted and archived in discrete format unless the legacy database table programming has been developed in a manner that requires the flowsheet/assessment data to be extracted and stored in a text report format **Note:** If client requests MQ built text reports instead of flowsheets after completion of flowsheet load into DataArk, there is a $1,500 per text report/ per load fee that will apply. **Note:** The extractor is required to deliver the all summary, text, and pdf documents with associated metadata including required headers/footers, if applicable to MediQuant for load into DataArk. Additional fees will apply if the MediQuant data load team needs to configure documents prior to load. **Note:** Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table

b. HOSTING OPTION:

In-House Delivery Option:

In the event the City and County of San Francisco should prefer to host the Applications in their own Data Center, the Applications can be purchased.

Perpetual License Model
Installed on-site at client's data center, hosted in client's environment Client provides workstations, server(s), SQL Server and MS operating system

1. Subsequent identical implementation fee discount applied and indicated by an asterisk (*). A "Subsequent Identical Data Set" is a data set that is completely identical to a previously loaded dataset, coming from the same application and version # and platform, and possesses the same format, content type by field, file layout, resulting configuration and extract as the previously loaded data set. "Subsequent Identical" prices apply only to the implementation fee of a Subsequent, Identical Data Set and resulting configuration in the DataArk Software. The full priced fee will be applied to the first project implemented, and the discounted rate to the subsequent projects as indicated above. If the client desires the projects to be implemented in a different order, the fees will be adjusted accordingly.
2. Further scope of work is required to confirm the number of instances of each application, archiving requirements for each entity, and the operational deployment of the applications across the 25 clinics. Based on that discovery, for shared instances, a 15% multi-facility implementation fee mark-up per facility, per project may be required to the fees listed above. If it is determined facilities are on separate instances, a separate implementation fee will apply.

c. OPTIONAL INTERFACES

The City and County of San Francisco may have a need for the DataArk applications to interface directly with other systems or to import/export standard files such as 835/837 transactions. MediQuant and Cerner will work with the City and County of San Francisco to define and fulfill those requirements. Estimated fees are:

Optional Interfaces
837 Upload File Interface*
This is a one way file interface from DataArk to a client specified EDI claims clearinghouse vendor. Initial implementation and support fee is based on the combination of generation of a unique file format (i.e. 837i, 837p) and a specific clearinghouse. Subsequent implementation and support fee will be charged for each additional project requiring the interface and assumes that both file format and receiver (clearinghouse) system match the initial file interface implementation. Files will be generated and delivered to a specified client file pick-up location.

Optional Interfaces
835 Download File Interface*   This is a one way file interface to DataArk from the EDI remittance vendor and/or client. Implementation and support fees will be charged for each unique Active Patient Accounting project line (as seen in the pricing grids in proposal/contract) to account for mapping and testing work associated with specific transaction code master tables and associated logic in each data set. Files will be picked up from a specified client file pick-up location.
Agency File Interface*   These are a series of bi-directional file(s) interface options between DataArk and the client specific third party agency/vendor. Implementation and support fees will be charged for each agency. Files will be generated/delivered to and/or picked up from a specified client file pick-up location.
General Ledger File Interface*   This is one way file interface from DataArk a client designated General Ledger application. File includes financial transactions from a specified period of time (i.e., daily, weekly). Initial implementation and support fees will be charged based on a combination of a unique file requirement and a client specified receiver (GL) system. Subsequent implementation and support fee will be charged for each additional project requiring the interface and assumes that both file format requirement and receiver (GL) system match the initial file interface implementation. Files will be generated and delivered to a client pick-up location so client can interface the file to their designated GL application.

Optional Interfaces
Decision Support System (DSS) File Interface* This is one way file interface from DataArk to a client designated Decision Support System. File includes fields that have been updated within DataArk within a specified period of time (i.e., last 24 hours, last week, etc.) Initial implementation and support fees will be charged based on a combination of a unique file requirement and a client specified receiver (DS) system. Subsequent implementation and support fee will be charged for each additional project requiring the interface and assumes that both file format requirement and receiver (DS) system match the initial file interface implementation. Files will be generated and delivered to a client pick-up location so client can interface the file to their designated Decision Support application.
Patient Statement File Interface* This is one way file interface from DataArk to a client designated print/mail statement vendor. File includes all relevant demographic and financial transaction data needed to generate patient statements and will be delivered in an XML format. In the case where a specific project requires this interface, implementation and support fees will be charged for each unique Active Patient Accounting project line (as seen in the pricing grids in proposal/contract) to account for mapping and testing work associated with specific statement logic required. Files will be generated and delivered to a client pick-up location so client can interface the file to their designated print/mail statement vendor.
HL7 Patient Demographic Update File Interface* This is one way HL7 interface from the client HIS to DataArk. This interface ONLY supports message type A31 and is used for updating demographic data from the client HIS to DataArk. This functionality is not available for clinical records at this time.

Optional Interfaces
HL7/MPI Clinical Patient Merge File Interface**   This is a one way HL7 interface from the client HIS to DataArk. This interface ONLY supports message type A18 and is used for the merging of medical record numbers within DataArk. This functionality is not available for patient accounting at this time.

* Interface available in conjunction with 'Active' Patient Accounting module only

**Interface available in conjunction with clinical modules only

D. PROFESSIONAL SERVICES AND FIXED FEE DATA EXTRACT

Project Management

Contracted separately. Project oversight is required and not included in this quote.

Cerner Extract Management Services

Contracted separately. Extract Services are required and not included in this quote.

e. SUPPORT

1) Support desk access for end users and technical staff;
2) Software warranty;
3) Complete support and management of:
4) Interfaces generated files and uploaded files;
5) Server and required software;
6) System environment (physical security, redundant power back-up, hardware support);
7) Daily incremental, weekly full on-site back-up; additional off-site backup available.

f. TRAINING

1) No charge for first 8 hours of web training per module
2) On-site training is priced differently

g. TERM

DataArk Active A/R Management for a term through June 30, 2020; however, if the term is extended by mutual written agreement to last a total of more than 36 months, City and County of San Francisco will have the option to migrate to Static A/R at the completion of 36 months of Active A/R.

h. CITY AND COUNTY OF SAN FRANCISCO RESPONSIBILITIES

1) Validated clean data in PC readable text format suitable for migration;
2) Providing a Data Dictionary for source system(s) being archived
3) Access to services of a qualified legacy system analyst
4) Assembling a project team with the following roles represented: Project Manager, Data Extract Resource, Subject Matter Expert, Data Validation Coordinator, Training Coordinator, and User/Security Administrator
5) Browser version: IE8 or higher
6) For the client hosted solution, the City and County of San Francisco will provide the hardware and software needed to operate DataArk, to include IIS, Windows operating system & MS SQL Server.

Exhibit Q

Remote Computing (RCO) Exhibit	Year End 6/30/2011	Year End 6/30/2012	Year End 6/30/2013	Year End 6/30/2014	Year End 6/30/2015	Year End 6/30/2016	Year End 6/30/2017	Year End 6/30/2018	Year End 6/30/2019	Year End 6/30/2020	Total
RCO/ASP Service (INVISION Clinical Apps)											
Term License Applications (DSS CLIN PERF, EDM BASEPTB)											
RCO											
Support and Services	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 1,374,278	$ 4,374,278	$ 4,374,278	$ 34,571,981
Supplies ESTIMATE	262,296	262,296	262,296	262,296	262,296	262,296	262,296	262,296	262,296	262,296	2,622,960
New Applications/Services	181,328	198,203	50,540	61,660	123,320	123,320	123,320	123,320	123,320	123,320	1,141,849
Amendment Dated November 22, 2011 [1]	-	803,259	313,980	313,980	313,980	313,980	313,980	303,272	303,272	303,272	3,282,974
MU Items (Includes 8/13 RX, MAK, FDB)	-	-	1,082,463	1,914,826	1,213,098	-	-	-	-	-	4,220,489
HDX Excess	-	532,056	-	-	-	-	-	-	-	-	532,056
PSRs	-	120,000	125,000	-	-	-	-	-	-	-	245,000
Amendment Dated June, 2013 [2] SIS, HDX, MS, HIM, etc., Includes ICO Applications	-	-	1,052,388	3,255,062	2,613,523	2,269,139	2,269,139	-	-	-	11,359,251
Amendment Dated September, 2013 - Healthcare Query (HC)	-	-	21,809	5,280	5,280	5,280	5,280	5,322	5,322	5,322	58,096
Amendment Dated September, 2013 - Pharmacy, MAK, FDB (RX)	-	-	-	205,860	182,160	182,160	182,160	186,923	186,923	186,923	1,313,108
Amendment Dated March, 2014, Autonomy Teleform	-	-	-	-	-	-	-	-	-	-	-
Amendment Dated June 2014, Healthcare Query Add 2 blocks of 25 Licenses	-	-	-	-	3,680	10,560	10,560	10,644	10,644	10,644	62,733
Future Contract (Replacement of Mobile MD Contract Value)	-	-	-	-	-	-	-	-	-	-	-
Amendment Dated August 2014 Additional Data Captor Licenses	-	-	-	-	5,940	6,480	6,480	-	-	-	18,900
Amendment Dated June 2014 Removing Mobile MD from June 2013 Contract	-	-	-	(97,500)	(180,000)	(240,000)	(240,000)	-	-	-	(757,500)
Amendment Dated July 2015 QRDA & SIS Licenses	-	-	-	-	(70,847)	165,672	165,672	-	-	-	260,497
Amendment Dated July 2015 EMUE Express Licenses	-	-	-	-	4,666	18,660	18,660	18,660	18,660	18,660	97,965
Amendment Dated July 2015 Imprivata	-	-	-	-	17,600	40,625	-	-	-	-	58,225
Extension Additional Items	-	-	-	-	-	84,160	166,140	116,850	116,100	116,100	602,351
Amendment Dated July 2015 Managed Services EDM Removal	-	-	-	-	(122,680)	913,992	949,260	-	-	-	1,740,572
Projected Additional Professional Services	-	-	-	-	-	-	-	2,782,770	2,250,895	4,642,665	9,676,330
Optional: DataArc (Software, Service & Maintenance for 3 years)	-	-	-	-	-	-	-	-	-	-	3,305,497
RCO - Existing and New Applications SubTotal	$ 3,507,788	$ 4,899,978	$ 5,982,640	$ 8,985,730	$ 7,342,470	$ 7,220,488	$ 7,297,111	$ 5,183,334	$ 7,853,709	$ 10,045,470	$ 74,414,233
Taxes & CPI											
Taxes	316,014	320,551	316,014	321,671	327,729	330,943	330,943	455,404	455,404	455,404	3,630,278
CPI - Maximum	-	-	134,210	139,578	145,162	150,968	157,007	163,287	169,819	176,612	1,236,645
Amendment Dated November 22, 2011 -- Taxes	-	34,217	29,828	29,828	29,828	29,828	29,828	28,811	28,811	28,811	266,790
Amendment Dated November 22, 2011 -- CPI - Maximum	-	-	5,730	5,958	6,196	6,440	6,703	6,972	7,250	7,540	57,789
HDX Excess	-	50,545	-	-	-	-	-	-	-	-	50,545
PSRs	-	11,400	-	-	-	-	-	-	-	-	11,400
Amendment Dated June, 2013 [2] SIS, HDX, MS, HIM, etc., Includes ICO Applications	-	-	(19,239)	242,926	313,776	315,326	316,947	103,523	4,141	166	1,279,568
Amendment Dated September, 2013 - Healthcare Query (HC)	-	-	125	559	735	742	742	747	748	748	5,148
Amendment Dated September, 2013 - Pharmacy, MAK, FDB (RX)	-	-	-	5,768	15,065	25,390	25,607	26,066	26,277	26,286	155,362
Amendment Dated March, 2014, Autonomy Teleform	-	-	-	-	-	-	-	-	-	-	-
Amendment Dated June 2014, Healthcare Query Add 2 blocks of 25 Licenses	-	-	-	-	920	1,427	1,483	1,493	1,497	1,497	8,316
Future Contract (Replacement of Mobile MD Contract Value)	-	-	-	-	-	-	-	-	-	-	-
Amendment Dated August 2014 Additional Data Captor Licenses	-	-	-	-	564	876	910	-	-	-	2,350
Amendment Dated June 2014 Removing Mobile MD from June 2013 Contract	-	-	-	(9,263)	(17,100)	(30,684)	(33,627)	-	-	-	(90,674)
Amendment Dated July 2015 QRDA & SIS Licenses	-	-	-	-	(6,711)	17,553	23,068	7,550	302	12	41,773
Amendment Dated July 2015 EMUE Express Licenses	-	-	-	-	443	1,977	2,598	2,623	2,624	2,624	12,889
Amendment Dated July 2015 Imprivata	-	-	-	-	1,672	3,059	-	-	-	-	5,531
Extension Additional Items	-	-	-	-	-	7,995	19,470	18,430	16,591	16,607	79,093
Amendment Dated July 2015 Managed Services EDM Removal	-	-	-	-	(11,645)	81,460	129,998	-	-	-	199,813
Projected Additional Professional Services	-	-	-	-	-	-	-	264,363	213,835	441,053	919,251
Optional: DataArc (Software, Service & Maintenance for 3 years)	-	-	-	-	-	-	-	-	-	-	314,022
Taxes & CPI Subtotal	$ 316,014	$ 416,713	$ 466,669	$ 737,229	$ 811,535	$ 944,110	$ 1,013,677	$ 1,079,271	$ 927,299	$ 1,157,360	$ 8,180,000
Total RCO	$ 3,823,801	$ 5,303,691	$ 6,449,309	$ 9,722,960	$ 8,154,013	$ 8,164,598	$ 8,310,788	$ 9,262,605	$ 8,781,008	$ 11,202,830	$ 82,595,133

In-house (ICO) Exhibit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7				84 Month Total
In-house											
Support and Services	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 156,967	$ 158,339	$ 158,339	$ 1,970,301
New Applications/Services and Account Management	194,970	202,320	202,320	202,320	202,320	202,320	202,320	-	-	-	1,408,890
In-house - Existing and New Applications SubTotal	$ 408,778	$ 416,128	$ 416,128	$ 416,128	$ 416,128	$ 416,128	$ 416,128	$ 156,967	$ 158,339	$ 158,339	$ 3,379,191
Taxes & CPI											
Taxes Subtotal	21,301	22,290	22,290	22,290	22,290	22,290	22,290	14,912	15,042	15,042	200,035
CPI - Maximum	-	-	17,504	18,204	18,932	19,689	20,477	21,296	22,148	23,034	161,283
Taxes & CPI Subtotal	$ 21,301	$ 22,290	$ 39,793	$ 40,494	$ 41,222	$ 41,979	$ 42,767	$ 36,208	$ 37,190	$ 38,076	$ 361,318
Total In-house	$ 430,079	$ 438,418	$ 455,921	$ 456,622	$ 457,350	$ 458,107	$ 458,895	$ 193,174	$ 195,529	$ 196,415	$ 3,740,509
Balancing Entry (HS Invoice Totals)			$ (284,788)	$ (1,408,514)	$ 2,171,301	$ (1,274,456)	$ (490,941)				$ (1,286,408)
GRAND TOTAL w/ TAXES and CPI Max	$ 4,253,880	$ 5,742,108	$ 6,620,431	$ 8,170,067	$ 10,782,664	$ 7,348,250	$ 8,278,742	$ 9,455,780	$ 8,776,538	$ 11,399,255	$ 85,047,214

[1] Applications/ Services included: Scanlan Quality Measures (SQM), Advanced Interoperability Services (AIS), Medication History, and eScripting (assumes up to 200 Providers/ month).
[2] Applications/ Services included: SIS, Scanlan H.I.M., MobileMD, HDX, Imprivata, and Add-on Manage Services Items (see amendment for details).

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Hays Companies 1200 Main Street, Suite #2310 Kansas City MO 64105	PHONE (A/C, No, Ext): (816) 474-3535 FAX (A/C, No): (816) 842-5795 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cerner Health Services, Inc. Amanda Loftin 2800 Rockcreek Parkway Kansas City MO 64117	INSURER A: Sentry Insurance A Mutual Co.	24988
	INSURER B: Federal Insurance Co.	20281
	INSURER C: Sentry Casualty Company	28460
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CHS GL/AL/WC/UL 10 16/17 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		90-18412-03	9/1/2016	9/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG.	$ 1,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 2,000,000 $ Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			90-18412-04	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$ 1,000,0 $ $ $ $ 1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79859205	9/1/2016	9/1/2017	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			90-18412-01 (AOS) 90-18412-02 (WI)	9/1/2016	9/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CCSF, It's Officers, Agents and Employees are included as Additional Insured when required by written contract.

CERTIFICATE HOLDER

City and County of San Francisco-Office of Contract Administration
101 Grove St RM 307
San Francisco, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/LROBB

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2405 Grand Boulevard, #900 Kansas City, MO 64108 Attn: kansascity.certrequest@marsh.com; 212-948-0015-f 091272--Prof1-16-17	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Cerner Health Services, Inc. Attn: Beth Hull 2800 Rockcreek Parkway Kansas City, MO 64117	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: North American Capacity Insurance Company — 26638 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: CHI-005909209-08 — REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			TCP 0008319 03	09/01/2016	09/01/2017	Limit:	10,000,000
							SIR Value:	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CCSF, its officers, Agents, and Employees are included as Additional Insured when required by written contract.

Policy Number H2L0000908-01 includes Cyber Liability Coverage for Technology, Media and Telecommunication Companies.

CERTIFICATE HOLDER

City and County of San Francisco
Office of Contract Administration
101 Grove Street, RM 307
San Francisco, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Keith A. Stiles

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AGENCY CUSTOMER ID: 091272

LOC #: Kansas City

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Cerner Health Services, Inc. Attn: Beth Hutt 2800 Rockcreek Parkway Kansas City, MO 64117
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

1st Excess Layer:
Endurance American Insurance Company
Effective Date: 8/1/2016
Expiration Date: 8/1/2017
Policy No: PRX10004161303
Limit: $10,000,000

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CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT (this "Assignment") is made as of April 27, 2015, in San Francisco, California, by and between **Siemens Medical Solutions USA, Inc.**, a Delaware corporation ("Assignor") and **Cerner Health Services, Inc.**, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:

(a) **Agreement.** The term "Agreement" shall mean the Information Technology Agreement with an effective date of July 1, 2010 (BPHC11000027) between Assignor and City and County of San Francisco, a municipal corporation ("City"). The term "Agreement" shall include any amendments or modifications, including those set forth in Appendix A attached hereto and made a part hereof.

(b) **Effective Date.** "Effective Date" shall mean April 1, 2015.

(c) **Syngo Fees.** "Syngo Fees" shall mean fees for support or other services relating to the Syngo Workflow Application.

(d) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Agreement and all of Assignor's duties and obligations thereunder, to the extent arising on or after the Effective Date. Assignor, Assignee, and City agree that

(a) all Syngo Fees under the Agreement shall continue to be invoiced by and paid to Assignor and not Assignee, regardless of whether those fees relate to the period before the Effective Date or the period that includes or follows the Effective Date, and

(b) all fees under the Agreement *other than* Syngo Fees shall be invoiced by and paid to Assignee and not Assignor, regardless of whether those fees relate to the period before the Effective Date or the period that includes or follows the Effective Date.

Accordingly, commencing upon the Effective Date and until such time as the parties make other arrangements via amendment, City shall pay Assignee all unpaid amounts previously owed to Assignor and all future invoices under this Agreement, except that charges for services relating to Syngo Workflow shall be billed directly by Assignor, and for those charges for services relating to Syngo Workflow, City shall pay Assignor directly. City and Assignee and, if necessary, Assignor, agree to work together to address payment procedures as appropriate.

3. **Assumption.** Assignee hereby accepts the assignment transfer and conveyance set forth in Section 2 and agrees to perform all of Assignor's duties and obligations under the Agreement, to the extent arising on or after the Effective Date.

4. **Assignor and Assignee Indemnities.** Assignor and Assignee have agreed separately on such indemnities between themselves as they have concluded necessary, and Assignor and Assignee assure City that nothing in those indemnities or in the assignment of the Agreement by Assignor to Assignee hereunder shall affect the rights of City under the Agreement.

5. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

6. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.

7. **Entire Agreement.** This Assignment sets forth the entire agreement among Assignor, Assignee, and City relating to the assignment of the Agreement and supersedes all other oral or written provisions among the three of them relating to the assignment of the Agreement, without affecting any agreements to which only Assignor and Assignee, and not City, are parties.

8. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.

9. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.

10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 12, nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, registered or certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent by bonded courier or overnight delivery company. All communications sent in accordance with this Section shall be deemed received on the earliest of personal delivery, or twenty-four (24) hours following deposit with a bonded courier or overnight delivery company, or seventy-two (72) hours following deposit in the U.S. Mail as required herein. From time to

time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

Siemens Medical Solutions USA, Inc.
Vice President of Finance
51 Valley Stream Parkway
Malvern, PA 19355

If to Assignee:

Cerner Health Services, Inc.
c/o Cerner Corporation Attn.
Chief Financial Officer
With copy to: Chief Legal Officer
2800 Rockcreek Parkway
North Kansas City, Missouri 64117

If to City:

Department of Public Health
Office of Contracts Management
101 Grove Street, Room 307
San Francisco, CA 94102
Fax: (415) 554-2555

12. **Consent of City; No Release of Assignor; Waivers.** Each of Assignor and Assignee acknowledges that the prior written consent of City to this Assignment is required under the terms of the Agreement. City shall be a third party beneficiary of this Assignment and shall have the right to enforce this Assignment. Neither this Assignment nor the consent of City set forth below shall release Assignor in whole or in part from any of its obligations or duties under the Agreement as it exists on the Effective Date if Assignee fails to perform or observe any such obligation or duty. Assignor has entered into this Assignment and obtained such consent of City without reliance on any statements by or information from City and based solely upon investigations made independently of City, and Assignor confirms that it is not relying on City to supply any further information with respect to Assignee or the conduct of its business after the date of this Assignment. Assignor waives any right to require City to (a) proceed against any person or entity including Assignee, (b) proceed against or exhaust any security now or hereafter held in connection with the Agreement, or (c) pursue any other remedy in City's power. Assignor waives any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person. Assignor shall not have and hereby waives any right of subrogation to any of the rights of City against Assignee or any other person, and Assignor shall not be able to enforce any remedy of Assignor under the Agreement or this Assignment against Assignee or against any other person unless and until any corresponding claims by City under the Agreement and this Assignment have been paid and satisfied in full. Assignor waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by City with respect to the obligations under the Agreement. Assignor authorizes City, without notice or demand and without affecting Assignor's liability hereunder or under the Agreement to: (i) renew, modify or extend the time for performance of any obligation under the Agreement; (ii) take and hold security for the payment of any obligation under the Agreement and exchange, enforce, waive and release such security; and (iii) release or consent to an assignment by Assignee of all or any part of the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR

SIEMENS MEDICAL SOLUTIONS USA, INC.
City vendor number: 17005

By _____

Thomas Schroeder

Title VP-SYNGO

By _____

Michael Agnew

Title Controller-SYNGO

ASSIGNEE

CERNER HEALTH SERVICES, INC.
City vendor number: 96170

By _____

Title

Subject to Section 12 of this Assignment, City hereby consents to the assignment and assumption described in Sections 2 and 3 of this Assignment.

CITY

Recommended by:

BARBARA A. GARCIA, M.P.A.
Director of Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By _____
Virginia Dario Elizondo
Deputy City Attorney

Approved:

_____
FOR Jaci Fong
Director of Office of Contract Administration/ Purchaser

APPENDIX A

Amendments

First Amendment, dated as of May 23, 2013, and the following internal revisions: an internal revision that added the "Healthcare Query Application Product" dated September 11, 2013, an internal revision that added the "Rx/MAK/RxNorm Project", dated December 17, 2013, an internal revision dated May 22, 2014 that added additional licenses to the "Healthcare Query Application Product", and an internal revision dated July 22, 2014 that added additional licenses to the SIS Operating Room Application Product.

OP ID: EQ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies 80 South 8th Street #700 Minneapolis, MN 55402	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CERNE-1	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Cerner Health Services, Inc. Attn: Amanda Loftin 2800 Rockcreek Parkway Kansas City, MO 64117-1121	INSURER A: Sentry Insurance A Mutual Co.	24988
	INSURER B: National Union Fire Ins. Co.	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		90-18412-03	09/01/2014	09/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			90-18412-04 PHYSICAL DAMAGE COMP $1,000 DED. COLL. $1,000 DED.	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			19961611	09/01/2014	09/01/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-18412-01 (AOS) 90-18412-02 (WI)	09/01/2014 09/01/2014	09/01/2015 09/01/2015	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CCSF, It's Officers, Agents and Employees are included as Additional Insured when required by written contract.

CERTIFICATE HOLDER

City and County of San Francisco-Office of Contract Administration
101 Grove St RM 307
San Francisco, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2405 Grand Boulevard, #900 Kansas City, MO 64108 Attn: kansascity.certrequest@marsh.com; 212-948-0015-1 091272--Prof1-14-15	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : North American Capacity Insurance Company	25038
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cerner Health Services, Inc.
Attn: Beth Hull
2800 Rockcreek Parkway
Kansas City, MO 64117

COVERAGES **CERTIFICATE NUMBER:** CHI-005143176-03 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			H2L0000908-01	09/01/2014	09/01/2015	Limit:	10,000,000
							SIR Value:	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CCSF, its officers, Agents, and Employees are included as Additional Insured when required by written contract.

Policy Number H2L0000908-01 includes Cyber Liability Coverage for Technology, Media and Telecommunication Companies.

CERTIFICATE HOLDER

City and County of San Francisco
Office of Contract Administration
101 Grove Street, RM 307
San Francisco, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Keith A. Stiles

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ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The type and amount of insurance provided the additional insured does not exceed that required by the written contract or agreement, subject to your policy provisions and limits of liability. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section III - Limits Of Insurance or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial General Liability Coverage Part to which this endorsement is attached.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

A. Section II, Liability A. Coverage 1. Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most We will pay on behalf of the additional insured is the lesser of the amount payable under Section C. Limit Of Insurance or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

CA 80 07 02 06

SENTRY CASUALTY COMPANY
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-18412-01 00 141

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

Copyright 1983 National Council on Compensation Insurance.

Cerner
2800 Rockcreek Parkway
Kansas City, MO 64117
816.201.1024 Tel
816.474.1742 Fax

April 23, 2015

RE: Self-Insured Retention for Technology Errors and Omissions for Cerner Corporation

To Whom It May Concern:

Please allow this letter serve as confirmation that Cerner Corporation and its subsidiaries have a self-insured retention of $3,000,000 on its Technology Errors and Omissions insurance. Technology liability insurance is a broad coverage for any combination of the following: Technology Liability, Professional Services Liability, Products Bodily Injury Liability, Media Liability, Network Security/Privacy Injury Liability, and Privacy Events, Regulations, and Fines. In the event of a claim arising under this coverage, Cerner Corporation would be responsible for paying the $3,000,000 self-insured retention prior to policy engagement.

Cerner does not have a specific reserve fund set up for the Technology Errors and Omissions self-insured retention due to a strong cash and investment position (as of December 31, 2014, cash and investments total over $1.6B). As further validation of available cash, Cerner's revolving credit agreement requires it to maintain a cash and investment balance equal to or greater than $100M, and this information is confirmed quarterly.

Should you require additional information, please contact me at your convenience at (816) 201-1024.

Sincerely,

Richard Fischbach
Risk Management and Insurance Dept.
Cerner Corporation

City and County of San Francisco
Office of Contract Administration
Purchasing Division

First Amendment

THIS AMENDMENT (this "Amendment") is made as of 23 rd day of May 2013, in San Francisco, California, by and between Siemens Medical Solutions USA, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, the City and County of San Francisco (CCSF), through its Department of Public Health, ("Customer") entered into an Information Technology Agreement with Siemens Medical Solutions USA, Inc., for the period July 1, 2010 through June 30, 2017 (as it may be amended from time to time in accordance with its terms, the "Agreement");

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the contract term, increase the contract amount, and update standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved the following resolution 261-13 / 130514 ; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4167-09-10, dated 6/21/2010 and revised 11/19/2012;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010 (BPHC11000027, as it may be amended from time to time in accordance with its terms) between Contractor and City.

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. Section 9.1. Section 9.1, Fees, of the Agreement currently reads as follows:

9.1. Fees. CCSF agrees to pay Siemens for the products and services listed in Exhibit A in accordance with the terms of this Agreement and the fees and fee adjustments specified in Exhibit A. In no event shall the amount of this Agreement exceed THIRTY THREE MILLION EIGHT HUNDRED TWENTY THOUSAND FOUR HUNDRED EIGHTY SEVEN DOLLARS ($33,820,487).

Siemens understands that, of the maximum dollar obligation listed in Section 9.1 of this Agreement, $3,623,624 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of

any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

Such section is hereby amended in its entirety to read as follows:

9.1. Fees. CCSF agrees to pay Siemens for the products and services listed in Exhibit A in accordance with the terms of this Agreement and the fees and fee adjustments specified in Exhibit A. In no event shall the amount of this Agreement exceed FIFTY TWO MILLION TWO HUNDRED NINETY FOUR THOUSAND NINE HUNDRED EIGHTY DOLLARS ($52,294,980).

Siemens understands that, of the maximum dollar obligation listed in Section 9.1 of this Agreement, $475,298 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

In addition to the foregoing change to Section 9.1, the following new Section 9.6 is hereby added to the Agreement, reading in its entirety as follows:

9.6 Application Substitution. The substitution rights in paragraphs (a), (b) and (c) below are subject to the terms of paragraph (d) below.

(a) In the case of term-licensed Siemens proprietary Applications identified in Exhibit A, CCSF may discontinue use of and terminate its license to such an Application and substitute another Siemens Application or Siemens proprietary service with an equal or greater monthly fee.

(b) In the case of perpetual-licensed Siemens proprietary Applications identified in Exhibit A, CCSF may discontinue support for any such Application (and, if Siemens operates that Application as CCSF's ASP, the related ASP services shall also be discontinued), provided CCSF continues to pay the monthly support fee and, if applicable, ASP fee, attributable to said Application throughout the term of this Agreement (collectively, the "Monthly Fee"). Siemens agrees to apply said Monthly Fee toward payment of monthly support, ASP and/or term license fees for a substitute Siemens proprietary Application which has not previously been contracted for or licensed by CCSF. Said Monthly Fee may not be applied to any perpetual license fees, professional services, or any other Siemens fees nor shall CCSF be permitted to accumulate or carry over into subsequent months the Monthly Fee or any unapplied portion of same.

(c) In the case of EDI Services and other Siemens proprietary services (e.g. the MobileMD Service) identified in Exhibit A, CCSF may discontinue use of such a service and substitute another Siemens proprietary Application or Siemens proprietary service with an equal or greater monthly fee.

(d) Notwithstanding the foregoing, no Siemens proprietary Application or Siemens proprietary service which is required or a prerequisite for use of another Application or service may be substituted for or replaced by a non-Siemens Application or service. In order to exercise any of these substitution rights, CCSF shall give Siemens at least thirty (30) days' written notice and the parties shall document the specific terms in an Amendment to the Agreement.

2b. **Section 28** Section 28. Insurance and Indemnify, is replaced in its entirety to read as follows:

28. Insurance and Indemnity.

28.1. Required Insurance Coverages. In addition to the requirements of Section 27, Siemens shall obtain, pay for, and maintain in full force and effect during the term of this Agreement insurance as follows:

A. Workers' Compensation, in statutory amounts, with Employers' Liability insurance with limits not less than one million dollars ($1,000,000) each accident, injury or illness; and

B. Commercial General Liability insurance with limits not less than one million ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage; and

C. Commercial Automobile Liability insurance with limits not less than one million dollars ($1,000,000) each occurrence Combined Single Limit of liability for bodily injury, death, and property damage, including owned, non-owned and hired automobile coverages, as applicable;

D. IT Errors and Omissions Liability. Siemens shall obtain and maintain throughout the duration of the Agreement IT errors and omissions liability coverage with limits of $10,000,000 per occurrence/loss. The policy shall at a minimum cover direct financial loss for claims arising out of Siemens' error, omission or negligence in the performance of services defined in the Agreement. Such policy shall also provide coverage for direct financial loss for claims arising from the following risks that result from Siemens' error, omission or negligence:

1) Liability arising from theft, dissemination, and/or use of confidential information in violation of privacy laws and regulations, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, stored or transmitted in electronic form.

2) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.

3) Liability arising from the introduction of a computer virus into, or otherwise casing damage to the District's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

If coverage is maintained on a claims-made basis, Siemens shall maintain such coverage for an additional period of three (3) years following termination of the contract.

This policy shall contain endorsements that have the effect of providing coverage under the policy for claims arising from both contract and tort breaches of this Agreement by Siemens.

In the event such insurance is not available or is unavailable at commercially reasonable rates in the marketplace, Siemens shall obtain such other coverages that are commercially available, and in combination with self-insurance or solely by self-insurance provide CCSF with coverage that is in all material respects equivalent to the insurance specified above. In the event Siemens fails to obtain or maintain the insurance or self-insurance as provided for in this Section, Siemens' limit of liability under Section 27 for Covered Claims shall be seven million five hundred thousand dollars ($7,500,000) and not two million five hundred thousand dollars ($2,500,000); and

E. Umbrella (Excess) Liability Insurance with an occurrence limit of not less than twenty million dollars ($20,000,000) shall be secured for each form of required coverage set forth in these Sections 28.1 A-C.

28.2. Claims Made Coverages. To the extent any insurance coverage required under this Section is purchased on a "claims-made" basis, Siemens shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of at least three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Or, Siemens shall purchase an extended policy reporting period of not less than three (3) years, effective upon termination of any such policy or upon termination or expiration of this Agreement.

28.3. Endorsements and Policy Language. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

A. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; however, such additional insured coverage shall not apply to the extent claims arise from the negligence of CCSF, its employees, agents and contractors (other than Siemens).

B. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement for which Siemens is obligated to defend and indemnify CCSF, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors; however, such waiver shall not apply to the extent claims arise from the negligence of CCSF, its employees, agents (other than Siemens) and contractors.

28.4. Subcontractors To Be Insured. Siemens shall require that all subcontractors shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

28.5. Cancellation or Lapse of Insurance. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until CCSF receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, CCSF may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance. All policies shall provide thirty (30) days' advance written notice to CCSF of material reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Controller's Office
City Hall
1 Dr. Carlton B. Goodlett Place
Room 316
San Francisco, California 94102

and

Contracts Office
Department of Public Health
101 Grove Street, Room 307
San Francisco, California 94102

Should Siemens fail to keep in effect at all times the insurance coverages required under Section 27, CCSF may, in addition to and cumulative with any other remedies available at law, equity, or hereunder withhold payments to Siemens required under this Agreement in an amount sufficient to procure the insurance required herein. If Siemens fails to give notice of cancellation, non-renewal, or material change in coverage or scope or decrease in amount of coverage as provided above, and a claim arises for which

insurance to be provided under this Section 28 is not maintained, Siemens shall be liable for such claim and any such liability shall not reduce the amount of liability of Siemens to CCSF under Section 27.

28.6. Other Insurance Requirements. Before commencing any operations under this Agreement, Siemens shall furnish to CCSF certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher as rated in A.M. Best's Insurance Reports, that are authorized to do business in the State of California, and that are reasonably satisfactory to CCSF, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. CCSF acknowledges that in order to obtain necessary insurance coverages, Siemens may contract with Lloyds of London or other insurers authorized to do business in California.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

Approval of the insurance by CCSF shall not relieve or decrease the liability of Siemens hereunder.

2c. **Section 29.** Section 29, Indemnity for Injury to Persons and Tangible and Intangible Property, is replaced in its entirety to read as follows:

29. Indemnity for Injury to Persons and Tangible and Intangible Property.

29.1. Siemens' Indemnity. At Siemens' expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein), arising out of any act or failure to act by Siemens, its officers, directors, agents, employees, subcontractors, or independent contractors, including, without limitation, negligent or willful misconduct, resulting in any claim of injury to any person or persons or damage to tangible or intangible property (hereafter collectively referred to as "Damage Claim(s)") by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such Damage Claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such Damage Claim(s). CCSF agrees to give Siemens prompt written notice of any Damage Claim and to cooperate fully with Siemens in the defense and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing, and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to participate in the defense independent of counsel engaged by Siemens. However, in the event a legal conflict arises from the representation by the attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the Damage Claim, CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event of a legal conflict, or fails to do either, within a reasonable period of time following receipt of written notice of the Damage Claim(s), CCSF shall have the right to undertake the defense through attorneys of its own choosing and to compromise or settle the Damage Claim(s) at the risk and sole expense of Siemens and Siemens shall pay all legal fees and other amounts incurred by CCSF related to its defense of the Damage Claim(s).

29.2. CCSF's Indemnity. At CCSF's expense as described herein, CCSF agrees to defend, indemnify, and hold harmless Siemens, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein), arising out of any act or failure to act by CCSF, its officers, directors, agents, employees, subcontractors, or independent contractors, including, without limitation, negligent or willful misconduct, resulting in any claim of injury to any person or persons or damage to tangible or intangible property (hereafter collectively referred to as "Damage Claim(s)") by paying all amounts that a court finally

awards or that CCSF agrees to in settlement of such Damage Claim(s) as well as any and all reasonable expenses or charges as they are incurred by Siemens in cooperating in the defense of such Damage Claim(s). Siemens agrees to give CCSF prompt written notice of any Damage Claim and to cooperate fully with CCSF in the defense and any related negotiations of such claim. Upon receipt of written notice, CCSF will provide a defense of such claim by engaging attorneys of its own choosing, and at CCSF's sole expense. Siemens may at its expense engage counsel of its own to participate in the defense independent of counsel engaged by CCSF. However, in the event a legal conflict arises from the representation by the attorneys selected by CCSF of both Siemens and CCSF, CCSF shall engage at its sole expense, separate attorneys for Siemens. If it is finally determined that Siemens is legally obligated for the Damage Claim, Siemens shall reimburse CCSF for all legal fees and other amounts paid by CCSF associated with the engagement of a separate attorney due to a conflict in representation. In the event CCSF refuses to undertake Siemens' defense or engage separate counsel in the event of a legal conflict, or fails to do either, within a reasonable period of time following receipt of written notice of the Damage Claim(s), Siemens shall have the right to undertake the defense through attorneys of its own choosing and to compromise or settle the Damage Claim(s) at the risk and sole expense of CCSF and CCSF shall pay all legal fees and other amounts incurred by Siemens related to its defense of the Damage Claim(s).

29.3. Indemnity Re Copyright, Patent, Trademark Infringement. At Siemens' expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation attorneys' fees as provided herein), arising out of any claim that the System or System Components, except as to claims arising solely from the use of equipment designated on Exhibit A or Wide Area Network, or any part of them, infringe upon or otherwise violate any copyright, trade secret, trademark, patent, invention, proprietary information, or other rights of any third party (hereafter collectively referred to as "Infringement Claim(s)") by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such Infringement Claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such Infringement Claim(s). CCSF agrees to give Siemens prompt written notice of any Infringement Claim and to cooperate fully with Siemens in the defense and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to participate in the defense with independent of counsel engaged by Siemens. However, in the event a legal conflict arises from the representation by the attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the Infringement Claim, CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event of a legal conflict, or fails to do either within a reasonable period of time following receipt of written notice of such a claim, CCSF shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the Infringement Claim(s) at the risk and sole expense of Siemens and Siemens shall pay such expenses as they are incurred. CCSF also agrees that, if the operation of the System or System Components, or any part of them, becomes, or in Siemens' opinion is likely to become, the subject of an Infringement Claim, CCSF will permit Siemens, at Siemens' option and expense for all associated costs, either to procure the right for CCSF to continue to use the affected System Component, or part thereof, or to replace or modify the System Component with another item of comparable quality and performance capabilities to become non-infringing, provided such replacement or modification does not cause the System or System Components, or any part thereof, to fail to comply with any of the requirements of this Agreement, including but not limited to all functionality, technical specifications and performance warranties in Section 21. Siemens' liability hereunder shall not be limited as provided in Section 27. Siemens shall have no obligation hereunder with respect to any Infringement Claim determined to be a result of (1) an alteration or modification of any Siemens Applications, Modules, Documentation, or Custom Programming for which Siemens develops Specifications by CCSF in violation of this Agreement, (2) illegal use by CCSF of any Siemens Applications, Modules, Documentation, (3) Adaptations performed by anyone other than Siemens or Custom Programming for which Siemens does not develop Specifications or (4) CCSF's operation or use

of applications not furnished by Siemens and not otherwise specified or approved for use by Siemens under this Agreement.

29.4. Indemnity Re Confidential Information. At its expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein), arising out of any act or failure to act by Siemens, its officers, directors, employees, agents, subcontractors or independent contractors, resulting in the breach of the provisions of Section 32 relating to Siemens' use of confidential information owned or controlled by CCSF (hereafter collectively referred to as "Confidentiality Claims") by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such Confidentiality Claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such Confidentiality Claim(s). CCSF agrees to give Siemens prompt written notice of any Confidentiality Claim and to cooperate fully with Siemens in the defense and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to participate in the defense independent of counsel engaged by Siemens. However, in the event a legal conflict arises from the representation by the attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the Confidentiality Claim, CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event of a legal conflict, or fails to do either within a reasonable period of time following receipt of written notice of such a claim, CCSF shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the Confidentiality Claim(s) at the risk and sole expense of Siemens and Siemens shall pay such expenses as they are incurred.

2d. Add attachment to Exhibit A entitled "Part V Soarian Quality Measures Application Products" dated November 22, 2011.

2e. Add attachment to Exhibit A entitled "Part VI System Enhancements to provide increased functionality" dated December 1, 2012.

2f. Replace Exhibit Q of the original Agreement with the attached Exhibit Q dated May 3, 2013.

2g. Throughout the term of the Agreement, Siemens shall be responsible for the Support of all third party software that is embedded within a licensed, supported Application in the same manner as Siemens is responsible for the Support of the remainder of that Application.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

5/23/13

Barbara A. Garcia, MPA
Director of Public Health
Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 5/23/13
Kathy Murphy
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration,
and Purchaser

CONTRACTOR

Siemens Medical Solutions, USA, Inc.

Name: ALFRED CANDELLO
Title: NATIONAL SALES DIR.

Name: Christopher Roth
Title: Vice President, Controller
51 Valley Stream Parkway
Malvern, PA 19355

City vendor number: 17005

Attachment to Exhibit A
Part V

Soarian Quality Measures Application Products

Soarian Quality Measures Application
Product
November 22, 2011

1. GRANT OF LICENSE. Siemens hereby grants Customer a non-exclusive, non-transferable license to the following Application subject to the terms and conditions of the Agreement for the term described in this Amendment. Customer shall pay the fees and other amounts described in this Amendment in accordance with this Amendment and with the other provisions of the Agreement. Customer may use the Soarian Quality Measures Application to analyze data from the data sources listed in the Statement of Work referenced in Section 10 below. If Customer adds or upgrades data sources or requires new types of data to be analyzed, Siemens and Customer will execute an amendment which will describe the new data sources and any corresponding fee adjustments and implementation fees. The Soarian Quality Measures Application does not include submission to CMS, JCAHO or other entities. Customer acknowledges that the Delivery, Acceptance and use of the Soarian Quality Measures Application and its Deliverables are independent of any other Deliverables under the Agreement.

Perpetual Licensed Application	Perpetual License Fee	Monthly Support / Subscription Fee	Monthly ASP Fee
Soarian Quality Measures	$ 197,744	$ 6,359	$ 3,773

2. SOARIAN QUALITY MEASURES APPLICATION SCOPE DESCRIPTION.

2.1. To support the measures-reporting requirement for meaningful use of certified Electronic Health Record ("EHR") technology based on 45 CFR Section 170.306(h) issued under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), the Soarian Quality Measures Application will provide functionality for the clinical quality measures called for by 45 CFR Section 170.30 6(h).

2.2. The Soarian Quality Measures Application will support all mandated chart-abstracted CMS Hospital Inpatient Quality Reporting Program Clinical Quality Measure Sets in effect as of the Amendment Effective Date; however, Soarian Quality Measures does not include submission of CMS Hospital Inpatient Quality Reporting Program Measure Sets to CMS, JCAHO or other entities. Siemens' commitment to provide quarterly updates to existing mandated clinical quality measures from the CMS Hospital Inpatient Quality Reporting Program and upgrades to support measure sets that are mandated in the future by CMS is described in Section 6 (Subscription Service) below.

3. TERM. The term of the Applications and Services listed herein will be co-terminous with the Term of the Agreement.

4. EQUIPMENT AND THIRD PARTY SOFTWARE. Attached hereto as Schedule 1 are the sizing and capacity assumptions and the Equipment and software configuration for the Facility. Customer shall procure all Equipment and such items of Third Party Software which are designated in Schedule 1 as being required for Customer to obtain either from its existing resources, from Siemens and/or from a third party.

5. FEES.

5.1 Perpetual License Fee: The License Fee for the perpetual-licensed Applications listed herein shall be due and payable as follows:

6.1.1. Twenty percent (20%) of the Total License Fees on the date of this Amendment; and

6.1.2. Twenty percent (20%) upon the earlier of the date Siemens delivers the Project Workplan, which shall precede the Application Delivery Date, or sixty (60) days from the date of this Amendment; and

6.1.3. Twenty percent (20%) on the earlier of the Delivery Date for the Application or ninety (90) days from the date of this Amendment, except that this ninety (90) day timeframe shall be extended to the extent of any Siemens caused delay in Delivery; and

6.1.4. Twenty percent (20%) upon the earlier of Acceptance of the Application or one hundred and fifty (150) days from the date of this Amendment; and

6.1.5. Twenty percent (20%) upon First Productive Use of the Application, provided that all Application License Fees shall be paid within twelve (12) months from the date of this Amendment.

6.2. Monthly Fees.

6.2.1 The monthly fees listed herein associated with SQM, AIS, and ePrescribing will commence on the earlier of Delivery of each Application or Service or twelve (12) months from the Amendment Effective Date.

8. SUBSCRIPTION SERVICE. For the Monthly Support/Subscription Fee for Soarian Quality Measures, Customer will receive during the Support Term all of the modules Siemens releases for Soarian Quality Measures for all new Centers for Medicare & Medicaid Services ("CMS") Hospital Inpatient Quality Reporting Program chart-abstracted measures that affect reimbursement. Included in that Monthly Support/Subscription Fee are the professional services to implement those new modules and any updates to such existing modules, as well as the provision of explanatory information or training with regard to those new modules. Siemens also commits to continue developing such modules for each new chart-abstracted quality measure required by CMS that affects reimbursement as part of the Hospital Inpatient Quality Reporting Program, up to the number of measures projected to be released by CMS under the terms of CMS's Final Rule published August 27, 2009 at 74 FR 43998 et seq. ("Rule"). For any portion of the Support Term that extends beyond the time period addressed in the Rule, Siemens shall continue developing new modules for each new chart-abstracted quality measure that affects reimbursement required by CMS as part of the Hospital Inpatient Quality Reporting Program, provided CMS continues to require reporting by hospitals consistent with the description in the Rule. As future quality measures may take varying forms, the level of support and functionality provided by Soarian Quality Measures for future quality measures may vary. For example, for measures such as results of patient surveys or other criteria that are not based on chart-abstracted data for quality reporting, Siemens might provide, directly or through a partner, software that may provide for a manual interface for data entry. The extent of inference for a quality measure that is automated by the REMIND engine will vary across institutions and may depend on factors such as the availability of data in an electronic format.

9. MONTHLY ASP PROCESSING FEE. The Monthly ASP Processing Fee for Soarian Quality Measures is based on Customer performing a maximum of one data extract per month scheduled during off peak hours, which for this purpose means 9:00 AM to 5:00 PM on Saturday and Sunday. Any change to this schedule must be approved in writing by Siemens and will be subject to increased fees. The Monthly ASP Fee includes a storage allocation of four hundred (400) gigabytes for Soarian Quality Measures. If Customer exceeds this storage allocation, Siemens shall bill and Customer shall pay for additional storage at Siemens then current rates for each additional gigabyte.

8. PROFESSIONAL SERVICES. Customer hereby engages Siemens to perform the professional services to deliver and install the Applications and Interfaces listed in this Amendment in accordance with a Project Workplan as further described in the Statement of Work attached hereto as Attachment 1. The professional service fees below reflect a discount off of Siemens current professional services rates and is only valid if Siemens is performing all of the services described in the Statement of Work. The discount is valid for the entire project, as further described in that Statement of Work, *provided that* Customer permits Siemens to begin the engagement within twelve (12) months from the date of the Agreement; otherwise, Siemens then-current professional service rates will apply. The professional service fees are net of all discounts and no other discounts shall apply.

8.1. Siemens shall perform the following services on a time and materials basis. The estimate for said services is 2184 hours for an estimated fee of $ 395,100. The professional service fees for these services shall be billed and paid monthly as incurred based on the actual hours performed.

Implementation and Value Add Services	Estimated Hours	Estimated Fee
Overall Engagement Services		
Project Leadership	200	$33,000
Overall Engagement Services Sub Total	200	$33,000
Implementation Services		
Advanced Interoperability Service	388	$64,020
ePrescribing	324	$54,860
Base Imaging	216	$35,640
Soarian Quality Measures - Powered by REMIND	406	$67,830
Implementation Services Sub Total	1334	$222,350
Additional Services		
Value Add Services	650	$139,750
Additional Services Sub Total	650	$139,750
Total	2184	$395,100

8.2. Travel and Living Expenses. For budgetary purposes, the travel and living expenses for the above described Services, as further described in the Statement of Work, are estimated to be twenty percent (20%) of the total implementation services fees. The actual travel and living expenses will reimbursable and paid as incurred based on the actual expenses incurred.

9. EDUCATION. Siemens shall provide and Customer hereby agrees to pay for the following courses for the number of attendees designated at the fees listed below. Customer shall commence paying Monthly Support Fees, if any, one (1) month following Delivery of the Course. The fees and course availability listed below are valid for twelve (12) months from the date of this Amendment; thereafter Siemens then-current Education rates and course offerings shall apply. Customer is responsible for educating its end users on the Third Party Software listed in Schedule 1. Multi-Media Education includes a variety of course offerings and delivery mechanisms. Individual registration is required for single user, Web-based courses (which includes all Web Based Training (WBTs and e-classes) with pricing reflecting the cost for a single user. Siemens also provides site licensed, unlimited user access courses that can be placed on Customer's network and shared by multiple users; these courses are noted with CD-ROM in the course title.

Course	Duration	Attendee Fee	Attendees	Total	Monthly Support Fee
Multi Media Education					
Advanced Interoperability Service					
Advanced Interoperability Service (AIS)				$450	
Total				$450	$0

10. SQM ASP RESPONSE TIME WARRANTY.

10.1. Response Time. Siemens warrants that the average Response Time for Customer's Web Pages processed through the browsing component of the Soarian Quality Measures production ASP Application will be:

- 2.50 seconds for eighty percent (80%) of the Web Pages; and
- 3.60 seconds for ninety-five percent (95%) of the Web Pages

10.2. Definitions. "Web Page" means an end user's single HTTP request/response sequence for data located at the ISC. "Measurement Period" means twenty-four (24) hours per day with measurement intervals every sixty (60) minutes. "Response Time" means the period from the time the Return or Mouse Click is depressed until the Web Page is received by the initiating workstation. "Response Time Failure" means the Response Time is not met during three Measurement Periods during a Monday through Sunday timeframe.

Response Time does not include the duration of any of the following: Downtime; time during System malfunction; initial application loading; application logon; processing time on Customer's local network; processing outside the System for transactions between the System and any other system; transactions against a data base while it is being accessed for excessive reporting; transactions being done by users performing large queries; transactions over remote communication lines other than the primary link to Siemens' ISC; transactions through devices operating through terminal emulation packages which interact with Siemens Applications; wireless transactions; interactions which access non-Siemens applications; Customer-created queries; Customer-created system customizations, or transactions involving images greater than 450kb.

10.3. Data Capture and Measurement. After Customer notifies Siemens of a Response Time Failure, Siemens shall use a non-invasive web monitoring tool to capture Customer's end user Web Page traffic to verify Response Time.

10.4. Remedy. If there is a Response Time Failure, then Customer shall promptly notify Siemens in writing, describing the Response Time Failure and how it was determined.

After receiving the notification, Siemens shall:

(a) promptly investigate the problem and the extent the warranty was exceeded by analyzing transaction throughput and network traffic; and

(b) review the results of this investigation with Customer and discuss the methodology and usage of the affected Application.

Siemens may determine that performance will be improved by changes to Customer's operational procedures, premise network configuration, workstation configuration, or adaptations. If so, then Siemens shall convey such changes in writing. If Customer implements such changes or if no changes are recommended and the Response Time still exceeds the warranty and is Siemens' responsibility, then Siemens shall make changes to the Equipment and Third Party Software configuration at the ISC at no additional charge to Customer. If Siemens demonstrates that Response Time was met, or that the Response Time Failure was not Siemens' responsibility, then Siemens shall provide Customer written notice in reasonable detail. If the Response Time was met or the Response Time Failure was not Siemens' responsibility, then Customer shall pay Siemens, at Siemens' then-current rates, for all services performed and expenses incurred by Siemens during the investigation and diagnosis.

10.5. System Environment. This Warranty is contingent on the System Environment being as described in Schedule 1 attached to this Agreement and Customer's premise network supporting IEEE

standards regarding local area network segment saturation and collision. Response time testing must be done by Customer on a dedicated workstation attached to a dedicated segment of Customer's network. Customer is also responsible for making any recommended changes to Customer's network as recommended by Siemens. The Application shall be used in accord with the Documentation, Schedule 1, the Agreement and written instructions provided by Siemens or the appropriate supplier, or this Warranty will not apply. Any changes or additions to the System Environment, modifications, and regulatory changes, Adaptations which create additional applications or functions, or Custom Programming after the date of Schedule 1 may affect System requirements. Siemens reserves the right to have Customer remove such items and retest the System. Changes in Customer's volumes and statistics may also affect Response Time performance and may negate this Warranty. Upon request, Siemens shall provide Customer with a new Schedule 1 reflecting said changes, and, provided Customer implements the requirements of said Schedule 1, this Warranty will remain in full force and effect. Notwithstanding any other provisions of this warranty, Customer remains responsible for obtaining and paying for any additional Equipment and Third Party Software as may be required under Schedule 1 or in response to regulatory changes, Updates, Releases, Versions, or optional net new functionality.

10.6. General. This Warranty is provided for the benefit of Customer only, for use of the System for the Facility. This Warranty sets forth Siemens' entire obligation and liability, and Customer's sole remedy, regarding Response Time for the Soarian Quality Measures ASP Application.

11. ACCESS TO DATA. To enable Siemens to provide support for the Soarian Quality Measures Application, including improving processing time, highlighting/presentation of evidence, and the Application's ability to answer the delivered questions, Siemens will be allowed access to Customer's patient data and clinical input, including demographics, billing data, textual reports, and other patient data, including lab and medication data, from the data sources listed in the Statement of Work referenced in Section 10 above as well as the corresponding intermediate and final quality reporting results (all of this data and input being referred to collectively as the "Data").

12. USE OF DATA.

12.1. With Customer's written approval, Siemens may use the Data in mutually-agreed data mining projects to enhance and extend the Soarian Quality Measures Application and/or the REMIND™ platform for inference.

12.2. Siemens may de-identify the Customer-provided Data (all references in this Section 14 to de-identified data include de-identified extracts from Customer-provided Data), may combine the de-identified data with data from other sources, and may analyze and use the de-identified data, for instance to provide reports to Customer and to provide benchmarking services. The rights of and limitations on Siemens described in this Section 14 shall continue after the termination of the Agreement, and Siemens may extend those rights to others, subject to the applicable obligations under the Agreement.

13. SPECIAL TERMS. The following section is added as a subsection 14.4 to Section 14 of the Agreement.

413.41. Apache. The Soarian Quality Measures Application contains software developed by the Apache Software Foundation (http://www.apache.org/). THE APACHE SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT

(INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. GRANT OF ACCESS. Acting as Customer's Application Service Provider ("ASP"), Siemens grants Customer access to the Advanced Interoperability Service ("AIS") for the fees listed below for the term of support or processing of Customer's INVISION Applications under the Agreement ("Services Term").

Service	Monthly AIS Fee*
Advanced Interoperability Service	$6,695

*The Monthly AIS Fee does not include wide area network fees or professional services. The Monthly AIS Fee is based on 381,661 total visits per year.

Customer shall be responsible for obtaining any additional equipment necessary to operate AIS and for the payment of any additional costs (including but not limited to equipment, x.509 certificates provided by publically trusted authority, and installation) which are necessary to implement AIS. Customer shall also be responsible for contracting and securing the appropriate relationship with sharing of clinical data to vendors outside of their network.

14.1. Advanced Interoperability Service ("AIS") Description. AIS is a data interchange service provided by Siemens to Customer that provides Continuity of Care Documentation ("CCD") via an industry standard platform. AIS supports Health Information Exchanges (HIE) HIE/RHIO in sending and retrieving data including:

- sending CCDs through industry network standards supporting HIE/RHIO exchange;
- viewing of CCD, PDF or other electronic documents stored in an HIE/RHIO; and
- importing CCD, PDF and other electronic documents to a patient record from an HIE/RHIO;

NOTE: AIS is not approved for the sending, viewing, importing of DICOM® images. AIS customers may also have any combination of the following types of interfaces for submission of clinical information to public health agencies or registries: sending electronic syndromic surveillance, reportable labs and immunizations through HL7 interface to public health agencies.

14.2. Customer acknowledges that the Delivery, Acceptance and use of AIS and its Deliverables are independent of any other Deliverables under the Agreement and this Amendment.

14.3 AIS Response Time Commitment. The AIS service interoperates with non-Siemens applications and networks. Siemens makes no response time commitment or warranties with respect to AIS for these non-Siemens components including external networks and healthcare data exchanges. Siemens will warrant response time for any AIS components that are also components of any Siemens Applications covered under the Soarian Response Time Warranty of the Agreement.

14.4 AIS Storage. AIS utilizes Customer's existing Siemens EDM Application for the storage of AIS documents. The Siemens EDM Application will be configured to interface to AIS for transmission of AIS documents to the external sources.

14.5 AIS Service Obligations. Siemens considers AIS to be a Service and not an Application. However, for all purposes of the Agreement and this Amendment, AIS and integral components thereof shall be treated in all respects as a listed Application and Deliverables and each party shall be entitled to the benefit of all obligations of the other party provided in the Agreement with respect to Applications and

Deliverables, including, without limitation, warranties and indemnities provided in the Agreement, except only to the extent limited in the exceptions specified in this Section:

(a) Siemens is not granting a license to the Services; rather they are provided on a subscription basis only; and

(b) Siemens shall provide Supplemental Support Services for support issues raised by Customer in connection with the Services that are found to be external to the Services or any Siemens Applications.

15. **ePRESCRIBING.**

15.1. **Grant Of Access.** Acting as Customer's Application Service Provider ("ASP"), Siemens grants Customer access to ePrescribing for the fees listed below for the term of support or processing of Customer's INVISION Applications under the Agreement ("Services Term").

Services	Monthly Fee
ePrescribing – Medication History	$4,875*

*unlimited transactions for Inpatients and Outpatients based on 598 beds

	Minimum # of Providers	Monthly eScripting Service Fee**
eScripting	100	$ 2,444

**Monthly fee is based on actual number of subscribing providers based on chart below.

- First 100 Providers (1-100) @ $24.44/provider per month
- Each additional 150 Providers (101-250) @ $20.19/provider per month
- Each additional 150 Providers (251-400) @ $16.29/provider per month
- All additional Providers (above 400) @ $12.04/provider

*Network/WAN fees may apply based on Customer's current configuration. Professional Service fees are not included in the Medication History fee or the eScripting Monthly Service fee.

Customer shall be responsible for obtaining any additional equipment necessary to operate ePrescribing and for the payment of any additional costs (including but not limited to equipment, installation and support) which are necessary to implement ePrescribing. Siemens need not deliver an Application or Service before its General Availability Date.

15.2. **ePrescribing Service Description.** ePrescribing enables the importation of patient medication history in order to facilitate home medication collection. The eScripting component of ePrescribing will perform the following functions:

- Identify eligible medication insurance plans for patients
- Identify formulary coverage within each identified medication insurance plan, displaying alternatives where available
- Support the ability to select a retail pharmacy to send electronic prescriptions based on patient preference
- Support ability to send new prescriptions to mail order pharmacies.

Customer acknowledges that the Delivery, Acceptance and use of ePrescribing and its Deliverables are independent of any other Deliverables under the Agreement.

The Monthly Medication History Fee for ePrescribing includes Hosting, Support and Software.

16.3. Customer acknowledges that the Delivery, Acceptance and use of ePrescribing and its Deliverables are independent of any other Deliverables under the Agreement and this Amendment.

16.4. **ePrescribing Response Time Commitment.** The ePrescribing service contains components that use non-Siemens applications or networks in support of the service. Siemens makes no response time commitment or warranties with respect to ePrescribing for these non-Siemens components which include the routing of prescriptions to retail pharmacies, and the query/response for medication history or payer benefits information using the SureScripts network. Siemens will warrant response time for any ePrescribing components that are also components of any Siemens Applications covered under the Soarian Response Time Warranty of the Agreement.

16.5. **Special Terms.** The ePrescribing service contains Third Party Software provided by Surescripts. Surescripts requires that the following terms be included in Siemens customer agreements for ePrescribing.

16.5.1. **Surescripts Contracted Parties.** The list of the pharmacies, pharmacy chains, Surescripts certified pharmacy aggregators, and Surescripts certified VARs that have contracted with Surescripts to connect to the Surescripts network is available at the following URL: http://www.surescripts.com/locate-e-subscribers/find-e-prescribing-pharmacies.aspx.

16.5.1.1. **Use Limited to Surescripts Data Sources.** Customer shall only use the Surescripts network to send, receive, and/or process the ePrescribing services described in this Agreement ("ePrescribing Services") on behalf of its customers with respect to (i) Pharmacy Benefit Managers, health benefit payors or administrators, or similar entities that have direct contracts with Surescripts; and (ii) pharmacies that have direct or indirect contracts with Surescripts or through a Surescripts contracted party to access the Surescripts network. Customer acknowledges and agrees that any of the entities described in clauses (i) and (ii) above (collectively, "Data Sources"), in its sole discretion, may elect not to receive prescriptions and other messages pursuant to this Agreement.

16.5.1.2. **Termination of ePrescribing Services and Network Use.** Siemens may immediately terminate the ePrescribing services and Customer's use of the Surescripts network (i) if Customer is not duly licensed or authorized to issue prescription orders or otherwise send and/or receive the ePrescribing Services, or (ii) if Customer otherwise breaches this Agreement.

16.5.1.3. **Use of Surescripts Network.** Customer shall not use the Surescripts network or any data or information relating to Surescripts or the ePrescribing services provided to Customer ("Surescripts Data") to compete with the Data Sources in their primary areas of business.

16.5.1.4. **Directory Information.** Customer acknowledges that Surescripts shall own all directory and related information on Customer that shall come to reside within the Surescripts network database, whether provided by Siemens or otherwise, including all root, identity, and location-related information, solely for purposes of fulfilling Surescript's obligations under its agreement with Siemens.

16.5.1.5. **Patient Consent or Authorization.** Customer hereby certifies that it will only request information pursuant to the ePrescribing Services for a patient of Customer, and in connection with each such request, Customer further certifies that it is requesting such information for the purpose of providing direct health care services to a patient of Customer and has obtained patient consents or authorizations as required by applicable law or Surescripts.

16.5.1.6. **No Public Access or Access by Other Persons.** Customer shall not: (i) use the Surescripts network in any manner which would allow the general public access thereto; or (ii)

authorize any use of the Surescripts network for the benefit of any person or entity other than Customer's and users.

15.6.1.7. Commercial Messaging Rules. Customer shall not use any means, program, or device, or permit any other person to use any means, program, or device, including, but not limited to, advertising, instant messaging, and pop up ads, to influence or attempt to influence, through economic incentives or otherwise, the prescribing decision, as defined below, of a prescriber at the point of care, as defined below, if (i) such means, program, or device (as described above) is triggered by, initiated by, or is in specific response to, the input, selection, and/or act of a prescriber or his/her agent prescribing a pharmaceutical or selecting a pharmacy for a patient and (ii) that prescription will be delivered via the Surescripts network. "Prescribing decision" means a prescriber's decision to prescribe a certain pharmaceutical or direct the patient to a certain pharmacy. "Point of care" shall mean the time that a prescriber or his/her agent is in the act of prescribing a pharmaceutical for a patient. Any custom lists created and maintained by Customer within a Siemens software product, including but not limited to (i) Customer's most often prescribed medication lists, (ii) Customer's most often used pharmacy list, (iii) Customer's most often used SIGs (i.e., instructions for the use of medications), would not be considered a violation of this paragraph.

15.6.1.8. Surescripts Network Feedback. Customer acknowledges that the Surescripts network has been developed and will continue to be improved through an open and collaborative process that includes the incorporation by Surescripts of improvements suggested by participants in the Surescripts network. Accordingly, if Customer provides any ideas, advice, recommendations, evaluations, representations of needs, proposals, improvements, or the like relating to the Surescripts network ("Surescripts Network Feedback"), Customer hereby irrevocably and unconditionally grants and assigns, and shall grant and assign, to Surescripts all right, title and interest, including all intellectual property rights, in and to all such Surescripts Network Feedback.

15.6.1.9. Disclaimers. Siemens and Surescripts do not warrant that the Surescripts network will meet Customer's requirements or that it will operate without interruption or be error free. Surescripts uses available technology to match patient identities in order to provide physicians with patients' prescription drug benefit information and prescription drug records in order to provide prescribers with patient's prescription benefit and prescription history information. Because patient information is maintained in multiple places, not all of which are accessible to Surescripts, and because not all patient information is kept in a standard fashion or is regularly updated, it is possible that false matches may occur or that there may be errors or omissions in the prescription benefit and/or prescription history information. Therefore, any treating physician or other health care provider or facility should verify prescription benefit or prescription history information with each patient and/or the patient's representatives before such information is relied upon or utilized in diagnosing or treating the patient. Neither Siemens nor Surescripts is a health plan, health care provider or prescriber. Surescripts and Siemens do not and cannot independently verify or review the information transmitted through the Surescripts network for accuracy or completeness. Surescripts and Siemens make no representation or warranty regarding the availability through the Surescripts network of any particular Data Source or other participant in the Surescripts network. At any time, Data Sources or other participants in the Surescripts network may be added to or deleted from the Surescripts network or may limit Customer's access to their data, and such changes may occur without prior notice to Customer.

15.6.1.10. Warranties. Siemens hereby represents and warrants to Customer that: (i) the Surescripts network will perform substantially as described in its written documentation, with connectivity by means of SSL or, if agreed to by Siemens and Surescripts in their sole discretion, by means of VPN; and (ii) the Surescripts network does not, and will not, infringe or misappropriate any patent, copyright, trade secret, proprietary information or other intellectual property right of any third party. ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SURESCRIPTS NETWORK ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15.5.1.11. Efforts by Siemens. Siemens shall use due care in processing all work submitted to it by Customer and agrees that it will, at its expense, correct, as promptly as practicable, any errors to the extent that such errors are due to the malfunction of Siemens or Surescripts computers, operating systems, or programs or errors by Siemens or Surescripts employees or agents. Correction shall be limited to identifying errors and retransmitting the message or messages affected by any errors. Neither Siemens nor Surescripts shall be responsible in any manner for errors or failures of proprietary systems and programs of third parties. Should there be any failure in performance or errors or omissions with respect to the information being transmitted, Siemens responsibility shall be limited to using commercially reasonable efforts to correct such failure in performance or errors or omissions.

15.5.1.12. Disclaimers and Limitations of the Surescripts Network. The Surescripts network is not intended to serve as a replacement for: (i) a written prescription where not approved as such by the appropriate governmental authorities or where such written prescription is required for record keeping purposes; or (ii) applicable prescription documentation. Use of the Surescripts network is not a substitute for a health care provider's standard practice or professional judgment. Any decision with regard to the appropriateness of treatment, or the validity or reliability of information, is the sole responsibility of a patient's health care provider.

15.5.1.13. Disclosure of Information. Siemens and Surescripts shall be entitled to disclose information received from Customer for the purpose of (and only to the extent necessary for) operating their respective businesses and providing the ePrescribing Services, including sharing Customer data with other Data Sources to the extent necessary to fulfill the terms and conditions of this Agreement, but only in accordance with all Applicable Law, or pursuant to a valid order issued by a duly authorized court or government authority.

16. GENERAL.

16.1. As required by 42 CFR 1001.952(g) and (h), Customer must, where applicable, fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this Amendment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this Amendment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

16.2. This Amendment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. This Amendment and the Agreement (including its previous amendments) constitute the entire agreement between Customer and Siemens with respect to their subject matter, and they supersede all other prior and contemporary agreements, terms, understandings, and commitments between Customer and Siemens with respect to that subject matter. As amended, the Agreement shall remain in full force and effect.

ATTACHMENT 1
Statement of Work for City and County of San Francisco

Overview

1. Siemens will provide professional services as listed below:

   1.1. Phase 1 will include the following with an estimated duration of four (4) months:

      1.1.1. City and County of San Francisco - Advanced Interoperability Service, ePrescribing, Base Imaging Auto Document Routing, Soarian Quality Measures - Powered by REMIND, Value Add Services – Clinical Engagement Leader.

   1.2. Estimated durations are based on a single Application in a phase with the greatest duration. Individual Application durations may vary. Reference the Customer Personnel section, Customer FTE tables for specific Application duration information.

   1.3. Siemens and Customer will review the phasing described above throughout the project and adjust if appropriate. Changes to the phasing may result in changes in professional services, and related fees. The project team will review changes according to the Change Order process.

General Implementation Provisions

2. Siemens will lead the implementation of the Applications and Custom Programming. Customer and Siemens shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of System(s) upon completion of this engagement. The methodology and its tools support the Customer and Siemens implementation team with artifacts, information and Project Workplans.

3. Siemens will utilize onsite and offsite implementation services teams during the implementation process. Siemens uses best practice experience to assign resources from each team to specific implementation tasks in a way that creates the most timely and efficient implementation process. Customer deviation from this implementation process will require use of the Change Order process and could impact project hours, dollars and overall duration.

4. During the planning phase, Siemens will review Customer provided information related to major business initiatives, such as facility or infrastructure expansion or renovation, additional technology investments, in-house re-engineering efforts, or other consulting engagements, that may affect the implementation.

5. Siemens will use a corporate design approach for the implementation that consists of standard policy, practices and data structures across the enterprise, including off-site locations.

6. Siemens scope of services includes the following unless otherwise noted herein:

   6.1. Project Leadership - Siemens will:

      6.1.1. Direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.

      6.1.2. Initiate and lead the technology portion of the implementation. This includes guiding Customer in identifying resources to perform technology services at Customer site, managing the scope of the technology services project, and monitoring overall progress of the technology work.

   6.2. Implementation Consulting - Siemens will:

6.2.1. Assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.

6.2.2. Consult within the planning phase on the requirements and planning of operational workflow, organizational, application and technical specifications as Customer compiles its analysis.

6.2.3. Collaborate with Customer within the design and adaptation phase regarding design and build of the software and use of model reports. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.

6.2.4. Guide Customer during the testing phase in developing Unit Test, Integration Test and Stress/Volume testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any functional design issues identified during system tests.

6.2.5. Play a consultative role within the training phase. Siemens will provide guidance and direction in core trainer education planning and development of core trainer(s) materials.

6.2.6. Provide support and direction for software issue resolution during the live phase. Siemens will support the event as specified in the Project Workplan and in routing issues through the appropriate event tracking system. Siemens will also work to facilitate transition to Customer Relationship Support at the conclusion of the event.

Application Specific Provisions

Advanced Interoperability Service

7. Siemens will provide the following implementation services:

7.1. Set up hosted service in one (1) ASP Production and a combined Test /Training environment to communicate with a single Health Information Exchange (HIE). This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.

7.2. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.

7.3. Set up cross document sharing to allow Customer to view and send external documents on a single HIE.

7.4. Set up cross document sharing to allow Customers to send Continuity of Care Documents (CCDs) to a non HIE targeted recipient.

7.5. Guide Customer in establishing patient specific folders to organize Continuity of Care Documents (CCD's).

7.6. Guide Customer in proper setup and use of the model style sheet for storing discharge instructions and summary.

INVISION Clinicals

8. Siemens will provide the following implementation services:

8.1. Enabling network communications by completing firewall, Network Address Translation (NAT) and required routing.

8.2. ePrescribing shall include:

8.2.1. ePrescribing - Medication History:

- Guiding Customer in the set up of the OAS/Gold middle tier and enabling prescription history displayed on INVISION OAS/Gold form(s) by adding the OAS/Gold Meds History Display Control based on Customer specified workflow.
- Setting up security authorization and application configuration to allow import of medication history.
- Guiding Customer in the set up of the INVISION Patient Management pathways to integrate the request for medication history data.
- Setting up patient history consent prompt.

8.2.2. ePrescribing - eScripting:

- Guide Customer in determining processes to enable and support the ability to create ePrescriptions for discharge medications from Lifetime Clinical Record (LCR) Discharge Reconciliation for ED or IP discharges. Initial work effort includes:
  - Registering staff and assigning Surescripts Provider Identifier (SPI) number.
  - Establishing policy for ongoing physician eligibility.

8.2.3. Guiding Customer in the set up prescription printing considering Customer defined state and local requirements.

Soarian Enterprise Document Management

9. Siemens will provide the following implementation services:

9.1. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.

9.2. Auto Document Routing shall include:

9.2.1. Conducting worksession to analyze the current workflow that will utilize Auto Document Routing.

9.2.2. Guiding Customer with the set up of Auto Document Routing for one (1) organization.

9.2.3. Establishing Auto Document Routing approach for routing.

9.2.4. Guiding Customer on one (1) device upload.

9.2.5. Guiding Customer on setup of one (1) of router per the following:

- Printer.
- Fax.
- E-Mail.
- Network folder.

9.2.6. Providing education on the Auto Document Routing components including:

- Destination.
- Recipients.
  - Users.
  - Locations.
- Batch queue monitoring.

9.2.7. Guiding Customer on a single physician upload.

9.2.8. Educating Customer on new deficiency routing and audit reports.

Soarian Quality Measures - Powered by REMIND

10. Siemens will provide the following implementation services:

10.1. Install base software in one (1) RCO Production environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.

10.2. Configure and test Soarian Quality Measures (SQM) server via File Transfer Protocol (FTP) enabling integration from INVISION Patient Accounting and INVISION Clinicals to Soarian Quality Measures. Siemens will provide Customer with the education, knowledge and experience to FTP files that may be required for First Productive Use or thereafter.

10.3. Configure and test Soarian Quality Measures (SQM) server via File Transfer Protocol (FTP) enabling integration from Soarian Enterprise Document Management to Soarian Quality Measures. Siemens will provide Customer with the education, knowledge and experience to FTP files that may be required for First Productive Use or thereafter.

10.4. Enable network communications for end user devices by completing firewall, Network Address Translation (NAT) and required routing.

10.5. Configure, test and validate results against accrediting body and regulatory requirements.

10.6. Produce an XML export file in CMS CART format that the Customer can provide to their submission vendor

Value Add Services

11. Siemens will provide the following value add services:

11.1. Siemens Patient Care Documentation/Advance Nursing Solutions Consultant tasks shall include:

11.1.1. Siemens will provide a Clinical Engagement Leader (CEL) to provide strategic oversight on key legislative initiatives related to the Enterprise Reporting Strategy requirement. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition.

11.1.2. Collaborating with Customer to define Meaningful Use (MU) goals and objectives: This includes:

- Utilizing findings in MU gap analysis to define required steps to achieve MU objectives.
- Prioritizing and synchronizing MU related projects throughout the enterprise to validate readiness for Stage 1 ninety (90) day attestation period.
- Working with Customer to document MU requirements beyond Stage 1 related to upcoming Healthcare Reform and quality of care initiatives for future consideration.

11.1.3. Participating as a member of Customer's Meaningful Use task force. The CEL will provide guidance and service as a liaison to Siemens product specific subject matter experts as it relates to MU.

11.1.4. Siemens services include maintaining the Meaningful Use Stage 1 Tracking Template and provide periodic status updates reporting progress against MU Stage 1 Objectives.

11.1.5. Siemens and Customer will mutually agree to a schedule and remote versus on site activities for the CEL.

Integration Provisions

12. Siemens scope of services for integration will include the following unless otherwise noted herein:

12.1. OPENLink Interface Engine Services -

12.1.1. Siemens will provide access to OPENLink model maps for Siemens to Siemens interfaces unless otherwise noted. Model maps are based on current Versions and Releases of Siemens ancillary and surround systems.

12.1.2. Siemens will provide the following OPENLink Interface implementation services for all interfaces listed therein that will utilize OPENLink as the interface engine:

- Specification Review - Siemens will facilitate specification review sessions regarding integration requirements from both Siemens and third party systems.
- Interface Connections - Siemens will build the interface connection definitions between the associated Applications and the interface engine for interfaces listed below.
- Mapping Modifications - Siemens will work with Customer to identify and complete data mapping.
- Unit Testing - Siemens will test interfaces to verify data transmissions occur according to specifications.
- Live Support - Siemens will work with Customer to facilitate the transition from testing to First Productive Use after Customer releases all interfaces to be migrated to the Production environment, in conjunction with live dates.

12.1.3. Siemens will provide complete services to enable the following interfaces for Facilities that will utilize OPENLink as their sole interface engine:

- Continuity of Care Document (CCD) Exchange Between INVISION Clinicals and Health Information Exchange (HIE).
- INVISION Patient Management Admission, Discharge and Transfer Data Outbound to Health Information Exchange (HIE) Repository via PIX Manager.
- INVISION Patient Management Demographics/ADT Outbound to ePrescribing Medication History.
- Surgery Information Systems Data Extract Outbound to Soarian Quality Measures.

12.2. Point to Point Protocol (PPP) Services -

12.2.1. Siemens will utilize PPP to enable direct data flow for the following interfaces:

- AIS Messaging Outbound to Health Information Exchange (HIE) Audit Log Repository (ATNA).

- Continuity of Care Document (CCD) Exchange Between Advanced Interoperability Service (AIS) and eClinical Works Ambulatory Practice - Specification Analysis Only.
- Health Information Exchange (HIE) Repository Archive Pass Through Outbound to Soarian Enterprise Document Management.

12.3. General Integration Provisions -

12.3.1. Siemens will perform specification analysis only on interfaces noted herein as specification analysis only. Siemens will evaluate specifications provided by Customer to determine if integration is technically feasible and then if feasible, determine the total work effort required to enable integration between stated systems. Customer will review and approve Siemens work effort to enable integration for said interfaces via the Change Order process before actual work effort begins.

12.3.2. Siemens assumes Customer will utilize Siemens interface specifications to define integration between Siemens and third party systems. Customer will manipulate third party data to send data to, and accept data from, Siemens in the standards based format stated in the specifications.

Technology Provisions

13. Siemens scope of services for technology will include the following unless otherwise noted herein:

13.1. Network and System Connectivity - Siemens will validate network and system connectivity, and will provide remote connectivity to the onsite environments for Siemens installation and support activities.

13.2. Customer Personnel

Customer will be responsible for providing the appropriate resources to complete the engagement as recommended in the estimates below. Customer agrees that its assigned personnel shall have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise, software training, and the appropriate skill sets as outlined in the Roles and Responsibilities document in order to complete the implementation within the stated duration. Additionally Customer personnel are responsible to communicate business needs, complete analysis, design, configuration and testing and shall develop training materials, conduct user training and provide maintenance and ongoing system support starting with Application delivery. Additional details about resource assignment, resource tasks and resource work effort are in the Project Workplan, if applicable. FTE calculations are based on 2000 hours per year and the average duration of the install.

ePrescribing	Hours	FTEs
Application Analysis - Clinicals	32	.10
Integration/Conversions	8	.02
Operational Support - Clinicals	16	.05
Average install duration: 2 months		

Soarian Quality Measures - Powered by REMIND	Hours	FTEs
Application Analysis - Clinicals	16	.05
Integration/Conversions	6	.02
Operational Support - Clinicals	44	.14
Project Leadership	8	.03
Technology	8	.03
Training	4	.01
Average install duration: 8 weeks		

SCHEDULE 1

Customer: City and County of San Francisco
Date: August 18, 2011

Applications	Release
Soarian Quality Measures powered by REMIND™ - ASP	VA58A

Tracking Code: 110818DW1523S

Minimum Equipment and Third Party Software Requirements:

Client Workstation
Required Equipment:

- Intel or 100% compatible Pentium 1.6GHz processor
- 10/100MB network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 17" XGA monitor (15" XGA monitor w/scrolling)
- Keyboard and Mouse
- 1 GB RAM
- 650MB of free disk space

Required Third Party Software:

- Microsoft Windows XP Professional (32 bit)
- Microsoft SQL 2008 Client Access License Or SQL per processor licensing on the servers
- Microsoft Windows 2003 Server Client Access License
- Adobe Flash Player Version 10.x
- Adobe Acrobat Reader Version 9.x or 8.x
- Microsoft Internet Explorer Version 8 (32 bit) or Version 7 (32 bit) or Version 6 (32 bit)

Attachment to Exhibit A
Part VI

System Enhancements to Provide Increased Functionality

1. DEFINITIONS RELATING TO MOBILEMD SERVICE. The following definitions apply only to the MobileMD Service:

1.1. "Business Partners" means those entities (e.g., referring hospitals, long-term care facilities, insurance companies or labs) authorized to send and/or receive data from Customer or Practices and who execute a Subscription Agreement attached hereto as Attachment 3 and a Business Associate Addendum ("BAA") acceptable to Siemens prior to their use of or access to any MobileMD Service.

1.2. "Customer Departments" means those Customer service areas (i.e., lab, radiology, or cardiology) authorized to receive, access and/or send data from Business Partners or Practices and who are subject to Customer's terms of use.

1.3. "Customer Users" means Customer Departments and Customer's Providers, collectively.

1.4. "Data" means patient medical records and information (such as patient test results, laboratory results, operating room reports, emergency department reports, consults, and other similar data) in an amount that Customer would customarily provide to its Practices, Providers, Business Partners or Customer Users prior to the date of the Amendment that added this Attachment (including the attachments hereto, this "System Enhancements Attachment") to the Agreement (for purposes of this System Enhancements Attachment, that date can be called the "Amendment Effective Date").

1.5. "HIE Service Commencement Date" or "HSC" means the date on which Customer sends the first Data to the Siemens MobileMD Service.

1.6. "Implementation Services" means the services that Siemens will provide in order to enable Customer's access to the MobileMD System in accordance with mutually agreed specifications for use with Customer's existing interface engine.

1.7. "MobileMD Services" means Siemens' use of the MobileMD System to provide Health Information Exchange ("HIE") and other services described in Attachment 1 (*MobileMD Service Fees*) to this System Enhancements Attachment and to electronically transmit Data between Customer and participating Practices, Business Partners, Providers and/or Customer Users in accordance with the terms contained herein following completion of the Implementation Services or any subsequent PSR related to this System Enhancements Attachment.

1.8. "MobileMD System" means the MobileMD HIE Service as identified in Attachment 1 (*MobileMD Service Fees*) to this System Enhancements Attachment and any other software identified by Siemens in this System Enhancements Attachment.

1.9. "Practices" means those physician practice groups or other medical groups that are affiliated with and authorized to receive and/or send data from Customer and who execute a Subscription Agreement attached hereto as Attachment 3 and a BAA acceptable to Siemens prior to their use of or access to any MobileMD Service.

1.10. "Provider" means a person who is assigned one of the connections issued to Customer as referred to in Attachment 1 (*MobileMD Service Fees*) to this System Enhancements Attachment and who is authorized to receive data from Customer and who executes a Subscription Agreement.

2. GRANT OF ACCESS TO MOBILEMD SERVICE. Acting as Customer's Application Service Provider ("ASP"), Siemens grants Customer access to the MobileMD Service for the fees listed below throughout the Term of the Agreement. The MobileMD System shall be used by Customer solely for its internal

business purposes and only for access and use granted under this System Enhancements Attachment relating to the transmission of Data to and from Practices, Business Partners, Providers and Customer Users, and Customer shall not sell, assign, issue, subscribe, rent, lease, lend or otherwise transfer access to or use of the MobileMD Service to any third party. Siemens may perform all services hereunder from its own facilities, and the MobileMD System shall be hosted at Siemens' data center or at some other location designated by Siemens ("Data Center"). Nothing herein shall grant Customer any right to receive, install or otherwise possess the MobileMD System at any time during or after the Term of the Agreement. Siemens may provide all such services through its employees or through independent contractors, as determined by Siemens and as long as Siemens assumes responsibility for independent contractors' deliverables.

3. **ACCESSIBILITY AND USE OF THE MOBILEMD SYSTEM.** Customer is solely responsible for establishing and maintaining internet connections to use the MobileMD Service (including, without limitation, a VPN), software licenses, and internet system accounts as may be required in order for Customer, Practices, Providers and Business Partners to access the MobileMD Service by means of an internet connection. In addition, Customer shall be solely responsible to ensure proper security of its interface engine and internal computer system. Customer shall populate the Data with all necessary and accurate information required in order to ensure that the Data be directed only to those authorized to receive such Data under this System Enhancements Attachment. Customer acknowledges and agrees that, depending on the service provided to Customer, Customer and each participating Practice, Provider or Business Partner may be responsible for obtaining and maintaining software necessary for use of the MobileMD Service.

4. **USE OF MOBILEMD SERVICE FOR PRACTICES, PROVIDERS AND BUSINESS PARTNERS.** Customer shall be solely responsible for enrolling Practices, Business Partners, Providers and Customer Users to receive access to and use of the MobileMD Service. Siemens shall enable access for Practices, Providers and Business Partners upon receipt of a fully executed Subscription Agreement in the form attached hereto as Attachment 3.

5. **DELIVERY AND IMPLEMENTATION OF MOBILEMD SERVICE.** Customer shall take delivery of the MobileMD Service within six (6) months after the Amendment Effective Date or, in any event, Delivery will be deemed to have occurred; however, Siemens shall extend the six (6) month period to the extent of any Siemens-caused delay in Delivery. Siemens shall configure the MobileMD Service for Customer's use with its existing interface engine and Electronic Medical Record ("EMR") system and shall provide configuration of Customer preferences and document type mapping in accordance with an implementation plan.

6. **APPLICATIONS AND LICENSED CONTENT.** Siemens hereby grants Customer a non-exclusive, non-transferable license to the following Applications and their related Deliverables for a term that is co-terminous with the Term of the Agreement, subject to the terms and conditions of the Agreement. Acting as Customer's Application Services Provider ("ASP"), Siemens agrees to process Customer's data at the Siemens Information Services Center ("ISC") using the Applications listed under the "ASP" heading below. As specified in Section 9 (*CHS Services for SIS Applications*) below, Siemens agrees to provide the Custom Hosting Service to make available the SIS Applications, for the fee and on the terms described in that Section 9. Customer acknowledges that the Delivery, Acceptance and use of a SIS Application and its Deliverables are independent of any other Deliverables under the Agreement and this System Enhancements Attachment. Customer shall take Delivery of the Applications listed below within six (6) months from the Amendment Effective Date, or in any event, Delivery shall be deemed to have occurred within the applicable time-frame; however, Siemens shall extend this six (6) month period to the extent of any Siemens-caused delay in Delivery. Siemens is under no obligation to Deliver an Application or service prior to its General Availability Date.

New ASP Term-Licensed Applications	Monthly Term License, Support and ASP Fee
Soarian EDM Online Medical Record Term License (477 beds)	$12,258
Soarian EDM Completion Management (477 beds)	$12,258

New CHS Term-Licensed Applications	Monthly Term License and Support Fee
SIS OR (Base Surgery) Application, including the following modules: - SIS Scheduling / Administration / PAT Scheduling - SIS Periop Nursing (Pre, Intra, Post) Documentation - SIS Rules Based Charging - SIS Analytics (Periop, Executive Views) - SIS Gate (Interface Server) - SIS Com (Patient Tracking)	$43,268
SIS Anesthesia, including the following modules: - SIS Anesthesia (Pre-Op, Intra-Op, Post-Op) Documentation - SIS Analytics (Anesthesia View)	$12,575

SIS Tissue Trax	Annual Fee
SIS Trax (single-entity and medium tier)	$25,625

6.1. SIS OR and Anesthesia Application License Metrics. The SIS OR and Anesthesia Applications and the Third Party Software that is included therein (collectively, "SIS Licensed Products") are licensed for the Customer Facilities that have Licensed Rooms (as defined below) and are further Metric Restricted as follows:

Module	Other Terms (see note below)	License Metric	Number
SIS Scheduling & Administration		Contracted Licensed Rooms	15
Oracle Standard Edition	*	Processors	4
Oracle Personal Edition	*	Named User	2
Crystal Reports Runtime	*	Enterprise	1
Crystal Reports Professional	*	Named User	10
SIS Interfaces	*		
ADT Inbound Interface		Enterprise	1
Charge Outbound Interface		Enterprise	1
Materials Management Outbound Interface		Enterprise	1
Materials management Inbound Interface		Enterprise	1
Scheduling Outbound Interface		Enterprise	1
Quality Management Interface		Enterprise	1
Professional Services Billing		Enterprise	1
Lab In		Enterprise	1
SIS PAT Scheduling		Licensed Rooms	15
SIS Nursing IntraOp		Licensed Rooms	15

Module	Other Terms (see note below)	License Metric	Number
SIS Nursing PreOp		Licensed Rooms	15
SIS Nursing PostOp		Licensed Rooms	15
SIS Anesthesia		Licensed Rooms	15
SIS Data Captor Monitor Interfaces	*	Connections	45
SIS Com (Patient Tracking)		Licensed Rooms	15
SIS Rules Based Charging		Licensed Rooms	15
SIS Web (Case Request)		Licensed Rooms	15
SIS Gate (Interface Server)		Licensed Rooms	15
SIS Analytics Perioperative & Executive View	*	Enterprise	1
SIS Analytics Anesthesiologist View	*	Enterprise	1
SIS Analytics – Small Business Edition Server < 25 Users	*	Per server	1
SIS Analytics End User		Per Named CAL End User	10
SIS Analytics Professional		Per Named Professional User	2
SIS Trax Subscription Term Annual Fee		Annual Tissue Usage	Major Facility Med – (1,501 – 3,000)

* This module includes one or more items of Third Party Software and is subject to the Third Party Software license terms and conditions referenced in Section 16 (*Special Terms*) below.

6.1.1. License Metric Definitions. In connection with the SIS OR and Anesthesia Applications and the related Third Party Software, the following defined terms have the meanings specified in this subsection:

6.1.1.1. "Connections" means the number of interfaces built between a data collection device and the SIS OR or Anesthesia Application module.

6.1.1.2. "Enterprise" means the right to use the designated SIS Licensed Product in connection with the other SIS OR and Anesthesia Applications and not as stand-alone software.

6.1.1.3. "Licensed Room" means an operating room or other room or area at a designated Customer facility where the applicable software is licensed for use to document and manage the utilization of such room and/or where a medical device is located from which data is captured by the software. The number of Licensed Rooms is the total that is allowed to be used in connection with the SIS OR and Anesthesia Applications at all times (and not just at concurrent times). Customer will identify the actual operating room or other room or areas to be assigned as Licensed Rooms, but Customer may not exceed the total number of Licensed Rooms.

6.1.1.4. "Named Users" mean single individuals who are granted an active user name and password to use the applicable Application. Individuals may not share user names and passwords. "Named Users" for Crystal Reports Professional is defined in the applicable Third Party License Terms.

6.1.1.5. "Tissue Usage Tier" means the number of tissues that may be tracked using the SIS Trax software.

6.1.2. Standard Grant of License Provisions.

6.1.2.1. Specific Terms for Third Party Software. Use of the Third Party Software is subject to the Third Party License Terms referenced in Section 16 (*Special Terms*) below, together with the license limitations set forth in the Agreement. Customer shall only use the Third Party Software in conjunction with the Application.

6.1.2.2. Specific Terms for Free and Open Source Software. Customer acknowledges that, while the Free and Open Source Software may be made available to Customer in both object code and source code, Customer will not modify the Free and Open Source Software for use with the SIS Licensed Products.

6.1.2.3. Limitations. Except as may be allowed with respect to Free and Open Source Software on a stand-alone basis, Customer shall not directly or indirectly:

6.1.2.3.1. use the SIS Licensed Products or any of Licensor's or its suppliers' Confidential Information to create any software, service or documentation that is in any way similar to the SIS Licensed Products;

6.1.2.3.2. except as expressly provided in the Agreement, copy, reproduce, market, sell, distribute, sublicense, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify or commercially exploit the SIS Licensed Products;

6.1.2.3.3. circumvent any technological measures that control access to the SIS Licensed Products;

6.1.2.3.4. use the SIS Licensed Product in any system that provides medical care without the healthcare provider review, intervention, and participation.

6.1.2.4 Copies. Customer may make a reasonable number of copies of the SIS Licensed Products solely for archival, backup and testing purposes, consistent with Customer's normal archival, backup and testing procedures. Customer may make copies of the Free and Open Source Software as needed, per the Free and Open Source Software Terms. Customer may make a reasonable number of copies of the Documentation solely for its own internal business purposes to support use of the SIS Licensed Products in compliance with the terms of the Agreement. All proprietary rights and notices must be reproduced and included on all copies of the SIS Licensed Products, Open Source Software, and Documentation.

6.1.3. Audit Rights. Customer shall undergo an annual license compliance check for compliance with the licensing restrictions, based on SIS written audit procedures.

6.1.4. Statistical Analysis. SIS shall have the right to compile, sell, license, and distribute statistical analyses and reports utilizing aggregated data derived from Customer's use of the SIS OR Application. Such reports and analyses shall be appropriately redacted by SIS and shall not identify Customer or any physician, employee, member of the medical staff, visitor, or patient of Customer.

7. WIDE AREA NETWORK SERVICES. Under the terms of the Agreement, Siemens has established a Wide Area Network ("WAN") between the Customer location for data processing and the ISC. Siemens shall upgrade that WAN as described below. Customer is responsible for WAN installation and programming charges. The Monthly Wide Area Network Services Fee (or "WAN Fee") includes the WAN communications hardware and maintenance of same, WAN connectivity, and WAN management. Customer shall grant Siemens access to the Customer location as is reasonably adequate for Siemens to provide such services.

- Monthly Wide Area Network Fee – Currently Invoiced Fee
  Primary - Site Type 5A (45 Mbps DS3 port, 20 Mbps PVC)
  Secondary - Site Type 5E (45 Mbps MIS)

7.1. If the Siemens-hosted applications are changed or enhanced or the configuration is changed or enhanced, then Siemens may increase the Monthly Wide Area Network Services Fee at then-current rates, or as otherwise negotiated and agreed in writing by the parties. Customer shall be responsible for any other networks required to operate the System(s) throughout the Facilities.

8. MANAGED SERVICES. Customer and Siemens agree to add to the Agreement a new Part VI (Managed Services Supplement) in the form attached to this System Enhancements Attachment as Attachment 7 (Part VI (Managed Services Supplement)), including the attachments to that Attachment 7.

9. CHS SERVICES FOR SIS APPLICATIONS.

9.1. Definitions for CHS Services. The following additional definitions apply to the CHS SIS Service:

9.1.1. "CHS" or "Custom Hosting Service" shall mean the availability of the SIS Applications, contracted through Siemens, as described in Section 9.2 below and Attachment 9 (*CHS SIS Responsibilities*) to this System Enhancements Attachment.

9.2. CHS SIS Services. Throughout the Term of the Agreement, Siemens shall provide data center hosting services on Customer's behalf of the SIS Applications. Responsibilities of each party are further described herein and in Attachment 9 (*CHS SIS Responsibilities*) to this System Enhancements Attachment for the Recurring Monthly Fee described in Section 9.4 (*CHS SIS Fees*) below. CHS SIS Services shall mean: (a) those tasks, functions and responsibilities identified in that Attachment 9 as Siemens responsibilities; and (b) any tasks, functions and responsibilities which, though not specifically described in Attachment 9, are inherent in and incidental to the performance of the tasks functions and responsibilities identified in Attachment 9. Customer shall remain responsible for entering data into the system and using the data in Customer's everyday business, managing the affiliates' access to the SIS Applications and performing the other responsibilities assigned to it in Attachment 9. Customer's Operational Responsibilities shall include any tasks, functions and responsibilities which, though not specifically described in Attachment 9, are inherent in and incidental to the performance of the tasks, functions and responsibilities of Customer identified in Attachment 9 as well as any tasks, functions and responsibilities not specifically assigned to Siemens.

9.2.1 Changes to the CHS SIS Services must be made in writing and signed by Customer's designated manager and Siemens' designated manager. These changes shall be defined as "Change Orders" and will detail the nature of the change, a mutually agreed upon implementation timeframe, and the addition or reduction of fees, if any, related to the change. Siemens will not perform work beyond the scope of the CHS SIS Services without a Change Order.

9.3. Technical Environment. The Agreement's Exhibit D - Schedule 1, as supplemented by Attachment 11 to this System Enhancements Attachment, lists the sizing and capacity assumptions for the hardware and software configuration to operate the SIS Applications for the Facilities. Exhibit D - Schedule 1 can also be called a "Technology Requirements Specification" or "TRS". Siemens will provide and maintain those items designated as Siemens' resources. Customer shall notify Siemens at least sixty (60) days in advance of changes such as adding Facilities or new user groups and such changes shall be subject to the Change Order Process.

9.4. CHS SIS Fees.

9.4.1. Fees. Customer shall pay the Monthly CHS SIS Fee described below on the last business day of each month for the services to be provided by Siemens in the next successive month.

Description	Amount
Monthly CHS SIS Fee	$18,014

9.4.2. Fee Adjustment. Under the terms of the Agreement, Siemens will provide the Baseline hardware resources listed in Section 9.4.2.1 below and further described in Attachment 11 - CHS Additions to Exhibit D. Siemens and Customer will review Customer's requirements on a quarterly basis, beginning sixty (60) days from FPU. If an increase in hardware resources is requested, then both parties agree to use the Change Order process described in Section 9.2.1 above to adjust the Monthly CHS SIS Fee and the Baseline Resources.

9.4.2.1 Baseline Resources

Hardware	Baseline Resources	Description
Interface/Print Server(s)	2	1 – Production and 1 - Test/training
SIS Web/Analytics Server(s)	2	1 – Production and 1 - Test/training
SIS Communication Server(s)	2	1 – Production and 1 - Test/training
SIS Com OR Server(s)	1	1 – Production
Citrix Server(s)	1	1 – Production
Database Server(s)	2	Active/Passive Cluster
SAN Storage (gigabytes)	1,000	Online storage

9.4.3. CPI. The Monthly CHS SIS Fee shall be a Recurring Fee and shall be subject to annual CPI-based increases in accordance with the terms of the Agreement.

10. SUPPORT. Support for the MobileMD Service will be provided by Siemens in accordance with the support and services description set forth in Attachment 2 (*MobileMD Support Services and Support Level Commitment*) hereto. Siemens shall provide, and Customer shall pay for, support for the Applications and any Custom Programming identified in this System Enhancements Attachment in accordance with the Siemens Support Program under the Agreement throughout Term of the Agreement. Support for the Applications and any Custom Programming identified in this System Enhancements Attachment shall be provided in accordance with the Siemens Support Program under the Agreement. For syngo Applications, the applicable issue management system is LifeNet™ and references to EIM in the Siemens Support Program will be deemed to be references to that system. The term of the support referenced above shall be co-terminous with the Term of the Agreement.

11. EQUIPMENT AND THIRD PARTY SOFTWARE. The Agreement's Exhibit D - Schedule 1 is hereby updated as set forth in Attachment 10 (*Updates to Exhibit D - Schedule 1*). The text set forth in Attachment 11 (*CHS Additions to Exhibit D - Schedule 1*) is hereby added to the Agreement's Exhibit D - Schedule 1. Customer shall procure all Equipment and such items of Third Party Software which are designated in the resulting Exhibit D - Schedule 1 as being required for Customer to obtain either from its existing resources, from Siemens and/or from a third party.

Siemens Delivery of the Imprivata, Inc. products listed in Attachment 8 ("Imprivata Products") is subject to the terms of the Imprivata End User License Agreement included with the Imprivata Products ("Imprivata Terms"). Customer shall comply with all of its obligations under the Imprivata Terms. Siemens shall have no obligation to provide any support or maintenance services for the Imprivata Products. Imprivata, Inc. shall provide such services subject to the Imprivata End User Maintenance and Support Description found at: http://www.imprivata.com/Maintenance Support Description. The purchase price listed in Attachment 8 includes support and maintenance for the first twelve (12) months following Delivery ("Initial Imprivata Maintenance Term"). Customer must purchase support and maintenance services directly from

Imprivata, Inc. if Customer wishes to continue receiving support and maintenance after the Initial Imprivata Maintenance Term.

Siemens' Delivery of the NetApp products listed in Hardware Request Quote #1203283984 dated as of March 30, 2012 ("NetApp Products") is subject to the terms of the NetApp B.V. license agreement and NetApp's Support Services for the NetApp Products at http://now.netapp.com ("NetApp Terms"). Customer shall comply with all of its obligations under the NetApp Terms. Customer shall also enter into a separate support and maintenance agreement with NetApp, B.V. Siemens shall have no obligation to provide any support or maintenance services for the NetApp Products.

12. FEES.

12.1. ASP Applications. Subject to the fee adjustment provisions sunder the Agreement, Customer shall commence paying the Monthly Term License, Support and ASP Fee for the ASP term-licensed Applications listed in Section 6 (*Applications and Licensed Content*) above upon the earlier of First Productive Use or eighteen (18) months after the Amendment Effective Date, however, Siemens shall extend this eighteen (18) month period to the extent of any Siemens-caused delay in First Productive Use .

12.2. SIS Applications.

12.2.1. SIS Monthly Term License Fee. Customer shall commence paying the Monthly Term License and Support Fee for the SIS Applications upon the earlier of First Productive Use or eighteen (18) months after the Amendment Effective Date, however, Siemens shall extend the eighteen (18) month period to the extent of any Siemens-caused delay in First Productive Use. For the SIS Applications, Siemens may increase the Monthly Term License and Support Fee by three percent (3%) per year following the first anniversary of the date on which that fee is first required to be paid; this adjustment replaces any CPI-based fee adjustment that might otherwise apply to that fee under the Agreement.

12.2.2. SIS Annual Fee. Customer shall commence paying the Monthly Annual Fee for the SIS Applications upon the earlier of Delivery or eighteen (18) months after the Amendment Effective Date, however, Siemens shall extend this eighteen (18) month period to the extent of any Siemens-caused delay in Delivery.

12.2.3. CHS SIS Services. Customer shall commence paying the Monthly CHS SIS Fee as described in Section 9 (CHS Services for SIS Applications) above upon the earlier of Delivery (including deemed Delivery) of the SIS Application or eighteen (18) months after the Amendment Effective Date, however, Siemens shall extend the eighteen (18) month period to the extent of any Siemens-caused delay in Delivery.

12.3. MobileMD.

12.3.1. MobileMD One-time Fees. Customer shall pay the MobileMD one-time fees listed in Attachment 1, Section 1 as follows:

12.3.1.1. Fifty percent (50%) of the HIE one-time installation fee upon the Amendment Effective Date; and

12.3.1.2. Fifty percent (50%) of the HIE one-time installation fee upon HSC.

12.3.2. MobileMD Monthly Fees. Customer shall pay the MobileMD recurring monthly fees listed in Attachment 1, Section 1 beginning on the earlier of HSC or eighteen (18) months from the Amendment Effective Date however, Siemens shall extend the eighteen (18) month period to the extent of any Siemens-caused delay in HSC.

12.4. Technology Infrastructure Services. Siemens shall perform the services identified in the Statement of Work attached hereto as Attachment 5. Customer shall pay Siemens equal monthly installments of $42,435 commencing one month after the Amendment Effective Date and continuing for a period of nine (9) months provided that if the services are completed earlier, the balance of any unpaid installments is due in full.

12.5. Fixed Fee Implementation Services. Siemens shall perform the services identified in the Statement of Work attached hereto as Attachment 4 for the set fees listed below. Customer shall pay Siemens equal monthly installments of $76,063 commencing one month after the Amendment Effective Date and continuing for a period of fifteen (15) months provided that if the services are completed earlier, the balance of any unpaid installments is due in full.

12.6. Custom Programming. Siemens shall provide the Custom Programming identified in the Statement of Work attached hereto as Attachment 4. The fees provided under Subsection 12.5 (*Fixed Fee Implementation Services*) above cover the one-time charges for those Custom Programming services. Customer shall begin paying Monthly Support Fees, if any, identified in that Statement of Work for Custom Programming three (3) months after Delivery of the Custom Programming.

12.7. Education. Siemens shall provide the courses for the number of attendees and for the fees identified in the Statement of Work attached hereto as Attachment 4; the fees provided under Subsection 12.5 (*Fixed Fee Implementation Services*) above cover the charges for those courses. Customer shall begin paying Monthly Support Fees, if any, identified in that Statement of Work for maintenance of those courses one (1) month after Delivery of the course. The fees and course availability listed in that Statement of Work expire on the first anniversary of the Amendment Effective Date. Thereafter, Siemens' then-current education rates and course offerings will apply.

12.8. Travel and Living Expenses. For budgetary purposes, the travel and living expenses for the above referenced professional services, as further described in the Statements of Work, are estimated to be twenty percent (20%) of the total implementation services fees. The actual travel and living expenses will be reimbursable and paid as incurred based on the actual expenses incurred.

12.9 HDX. Appendix 1 (Fees and EDI Services) of Part II of the Agreement's Exhibit A is hereby amended to increase the monthly transaction volume for the Integrated Eligibility Service from 300,000 transactions per month to unlimited transactions per month, allowing the current 300,000 transactions per month to be available for Batch and Browser Eligibility transactions. The Monthly Fee stated in that Appendix 1 for that service shall be increased by $67,500 per month. Since the original fee for that Service was included in the Monthly Fee described in Section 4 of Part I of the Agreement's Exhibit A, the parties confirm that Customer shall pay the increased amount described above commencing on the date described in the next sentence and continuing throughout the Term of the Agreement. The changes stated in this Section shall be effective on the first day of the first calendar month after the Amendment Effective Date, or if the Amendment Effective Date is the first day of a calendar month, they shall be effective on the Amendment Effective Date.

12.10. WAN. The current Monthly WAN Fee will continue unaffected by the WAN upgrade that is being done as further described in the above Section 7 (Wide Area Network Services) and the attached Statement of Work. Siemens shall invoice Customer for the implementation fees as described in the attached Statement of Work.

12.11. Equipment and Third Party Software. Customer agrees to purchase from Siemens and Siemens agrees to supply the items listed in the Technology Bids attached hereto as Attachment 8 in accordance with the applicable terms and conditions of this System Enhancements Attachment and the remainder of the Agreement. The fees for all Equipment and Third Party Software listed in the Technology Bids attached to this System Enhancements Attachment as Attachment 8 shall be *due upon Delivery*, and all such Equipment and Third Party Software be delivered to a single location specified by Customer prior to Delivery of such Equipment and Third Party Software.

12.12. Managed Services Fees. Siemens shall perform certain startup activities related to the Help Desk software and hardware implementation and training ("Transition Services"). Customer shall pay Siemens for these Transition Services which is included in the Fixed Monthly Fee of $7,785 per month for the Managed Services, which shall be due and payable monthly in advance on a pro rata basis. Customer shall pay Siemens the first monthly Managed Services Fee on the first day of the calendar month preceding the Service Commencement Date (or, if the Service Commencement Date is the first day of a calendar month, shall pay that fee on the Service Commencement Date), and shall pay each subsequent monthly payment on the first business day of each month thereafter. The Fixed Monthly Fee shall be treated as a Recurring Fee as that term is defined in the Agreement.

13. PROFESSIONAL SERVICES. Customer hereby engages Siemens to perform the professional services described in the Statements of Work attached hereto as Attachments 4 and 5. The professional service fees summarized below reflect a discount off Siemens' current professional services rates. The discount is only valid if Siemens is performing all of the services described in the corresponding Statements of Work. The discount is valid for the entire project, provided that Customer permits Siemens to begin the applicable engagement within twelve (12) months of the Amendment Effective Date; otherwise, Siemens then-current professional service rates will apply. The professional services fees below are net of all discounts and no other discounts apply.

In connection with the professional services described in the Statement of Work attached hereto as Attachment 4, SIS OR will provide two (2) Blocks of 20 SIS Academy seats, and Customer agrees to pay for the seats for the number of attendees and for the fees listed below. The fees and course availability expire on the one year anniversary of the First Productive Use of the first SIS Application. Thereafter, the current education rates will apply. SIS Academy is a continuing education tool for hospital resources. It is live SIS instructor-led remote/virtual training. SIS Academy is sold in "blocks" of seats. Each such seat equals one attendee at one class. Customer has the choice of sending one attendee to multiple classes or multiple attendees to one class. No refund is offered for 'seats' that have not been used within the applicable active period. Customer can purchase additional blocks as needed by filling out a PSR. Additional blocks expire one year from purchase date. SIS tracks the seat usage for customers. Travel related expenses are not included in this fee.

2 Blocks of 20 at $12,000
1 Block of 20 at $6000

Customer is responsible for educating its end users on the Third Party Software listed in the Agreement's Exhibit D - Schedule 1. On-site Education includes one occurrence of the class for up to the maximum number of attendees listed for each class. Siemens will bill Customer for additional attendees if Customer exceeds the maximum attendees stated in the Statement of Work at the current Education rates. Multi-Media Education includes a variety of course offerings and delivery mechanisms. Individual registration is required for single-user, Web-based courses (which includes all Web-based Training (WBTs) and e-Classes) with pricing reflecting the cost for a single user. Siemens also provides site-licensed, unlimited user access courses that can be placed on Customer's network and shared by multiple users; these courses are designated with CD-ROM in the course title.

14. EXPORT OF CUSTOMER DATA FOR MOBILEMD AT TERMINATION OF TERM. Prior to or within sixty (60) days following the date of termination or expiration of the Term of the Agreement, Customer shall notify Siemens if Customer wants to retain any of the Data (as defined in Section 1.4 above). Upon receipt of such notice, Siemens shall export such Data utilizing industry standard formats (i.e., HL7) at Siemens' then-current professional services rate. If Customer does not notify Siemens of its desire to export the data within sixty (60) days following the date of termination or expiration of the Term of the Agreement, Siemens shall not be obligated to continue to retain such Data.

15. MOBILEMD SERVICE OBLIGATIONS. Siemens considers the MobileMD Service to be a service and not an Application. However, for all purposes of the Agreement and this System Enhancements Attachment, the MobileMD Service and integral components thereof shall be treated in all respects as a listed Application and Deliverables and each party shall be entitled to the benefit of all obligations of the

other party provided in the Agreement with respect to Applications and Deliverables, including, without limitation, warranties and indemnities provided in the Agreement, except as stated in Section 10 (*Support*) above or the following:

(a) Siemens is not granting a license to the MobileMD Service; rather that service is provided on a subscription basis only; and

(b) Siemens shall provide Supplemental Support Services for support issues relating to the MobileMD Service by Customer in connection with services that are found to be external to the MobileMD Service or any Siemens Applications.

16. SPECIAL TERMS. The Applications are delivered with a number of Third Party Software components, as well as software proprietary to other Siemens suppliers. Some vendors of Third Party Software require that their terms and conditions may be subject to change over the course of the Agreement, in which event Siemens will post such changes to the customer-only web site, include them in Documentation or otherwise provide notice of such changes. Said changes will become effective on the date of such posting, inclusion or notification. With the sole exception (relating to Open Source Software) provided below, Customer may use Third Party Software solely as part of the Application with which it was delivered and for no other purpose, and Customer agrees not to take any actions to separate Third Party Software from the Application. "Open Source Software" or "OSS" means Third Party Software for which the copyright holder has elected to make the source code available. Customer's right to use OSS delivered with the Applications is governed by the terms of the licenses accompanying such software which are included as part of the Documentation. The OSS is licensed to Customer royalty free; however, Siemens may charge fees for reimbursement of costs in connection with complying with the OSS license terms. In the event of a conflict between the terms of an OSS license and the Agreement, the relevant terms of the OSS license shall govern, but solely for the OSS components to which they relate. If delivery of such a copy is required by the relevant OSS, Customer may obtain a copy of the source code for such OSS accessing HS Customer World, Product Information under the Free Open Source software link or by addressing a letter of request identifying the source code requested to the Office of Assistant General Counsel, Siemens Medical Solutions USA, Inc., Mail Code T06, 51 Valley Stream Parkway, Malvern PA USA 19355 (Insert Application Name). In the case of OSS that is embedded in syngo Applications, if delivery of such OSS source code or its license terms is required by the relevant OSS license, these will also be provided on the Open Source Software labeled media found in the software media kit provided at time of Application delivery. Siemens may from time to time change the list and number of OSS components. Siemens will in each case include the relevant contract terms and conditions as part of the Documentation for Updates, Releases or Versions.

Customer acknowledges that some Siemens vendors of Third Party Software require that basic Customer information be provided to that vendor at the time of Siemens' royalty reporting. Additionally, with respect to all Applications and all associated third party products, Siemens and its suppliers shall have no liability with respect to patient outcomes.

Listed below are special terms that relate specifically to certain items of Third Party Software that are included in this System Enhancements Attachment.

16.1. Third Party Commercial Terms for SIS OR and/or Anesthesia Applications

16.1.1. SIS OR AND/OR ANESTHESIA APPLICATIONS. The following Third Party Software is distributed with the SIS Admin & Scheduling software and other base modules:

16.1.1.1. The SIS OR and/or Anesthesia Applications include Adobe® Acrobat® Reader software ("Acrobat Reader Software") licensed from Adobe Systems Incorporated ("Adobe"). Customer is prohibited from (a) distributing and copying the Acrobat Reader Software for any use other than with the SIS Licensed Products; (b) prohibited from creating modifications or derivative works of the Acrobat Reader Software; and (c) decompiling, reverse engineering, disassembling or otherwise reducing the Acrobat Reader Software to a human-perceivable form. THE ADOBE ACROBAT READER

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16.4.5. Copies. You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Siemens; and (b) you may make copies of certain Redistribution Software in accordance with Section 16.4 (*Use of Redistribution Software*). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Siemens, upon notice from Siemens or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.

16.4.6. Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

16.4.7. No Rental. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of software services in accordance with the terms of these Microsoft End User License Terms and any agreement between you and Siemens.

16.4.8. Termination. Without prejudice to any other rights, Siemens may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Siemens or Siemens' agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts.

16.4.9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY SIEMENS AND NOT BY MICROSOFT, ITS AFFILIATES OR SUBSIDIARIES.

16.4.10. Product Support. Any support for the Products is provided to you by Siemens and is not provided by Microsoft, its affiliates or subsidiaries.

16.4.11. NOT FAULT TOLERANT. THE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY OR SEVER PHYSICAL PROPERTY OR ENVIRONMENTAL DAMAGE.

16.4.12. Export Restrictions. The Products are subject to U.S. export jurisdiction. Siemens must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as other end-user, end-use and destination restrictions issued by the U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

16.4.13. Liability for Breach. In addition to any liability you may have to Siemens, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

17. OPTIONAL APPLICATIONS. Customer may elect to license or obtain from Siemens any of the following Optional Applications for the Fees listed below provided that Customer (i) notifies Siemens in writing of its election and executes a corresponding amendment with Siemens within twelve (12) months of the Amendment Effective Date and (ii) installs such Optional Applications by June 30, 2014. Customer shall be responsible for any additional equipment necessary to operate the Optional Applications and for any additional costs (including but not limited to equipment, installation and support) which are necessary to implement the Optional Applications. The Equipment and Third Party Software configuration shown in Exhibit D - Schedule 1, even as amended by this System Enhancements Attachment, does not include use of these Optional Applications.

Optional Applications	Monthly Term License or Monthly Processing Fee	Annual Subscription Fee
Healthcare Query (1 block of 25 Named Users)	$440	
*Estimated Implementation - $17,190		
ExitCare Hospital-Wide (477 beds)		$24,996
*Estimated Implementation - $10,780		

	Perpetual License Fee	Monthly Support
syngo.via	$205,625	$2,487
*Estimated Implementation - $58,115		
syngo Workflow SLR upgrade	$280,500	$7,684
*Estimated Implementation - $177,957		
Technology Services	N/A	N/A
*Estimated Implementation - $418,100		

*Implementation fees valid until June 30, 2013

18. BUSINESS ASSOCIATE ADDENDUM. The terms of the Business Associate Addendum attached to the Agreement as Exhibit P shall apply to the parties' relationship under this System Enhancements Attachment, and to the extent of any conflict between the terms of that Business Associate Addendum and the terms of this System Enhancements Attachment, the terms of that Business Associate Addendum shall control.

19. GENERAL.

19.1. As required by 4 CFR 1001.95(g) and (h), Customer must, where applicable, fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this System Enhancements Attachment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this System Enhancements Attachment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

19.2. This System Enhancements Attachment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. Nevertheless, to clarify the scope of that superseding effect, the Parties agree that except as indicated in the next sentence, the terms of this System Enhancements Attachment supplement the terms of the Agreement (including any prior amendments) by adding new Applications, services, and sales of Equipment and Third Party Software to its scope and providing terms to govern that addition and/or to govern the additional Applications and services described within this System Enhancements Attachment or the sale of the described Equipment and Third Party Software. The following portions of this System Enhancements Attachment modify existing terms within the Agreement and/or have an effect that goes beyond what is described in the preceding sentence: the last sentence of Section 6 (Applications and Licensed Content) prior to the table in that section; Section 7 (Wide Area Network Services) and its subsection 7.1; Section 9.3 (Technical Environment); the fourth sentence of Section 10 (Support), relating to different terminology used for syngo Applications; Section 11 (Equipment and Third Party Software) and the attachments that it references; Section 12.9 (HDX); the first two paragraphs of Section 16 (Special Terms); Section 16.4 (Microsoft End User License Terms), including all of Section 16.4's subsections; and Section 19 (General), including all of Section 19's subsections. This System Enhancements Attachment, the Amendment to which it is an attachment, and the Agreement (including its previous amendments) constitute the entire agreement between Customer and Siemens with respect to their subject matter, and they supersede all other prior and contemporary agreements, terms, understandings, and commitments between Customer and Siemens with respect to that subject matter. As amended, the Agreement shall remain in full force and effect.

Attachment 1
MobileMD Service Fees

1. FEES. MobileMD pricing consists of two primary components: 1) one-time fees for implementation, training, configuration, and testing activities, and 2) recurring fees for on-going system maintenance, operational and technical support and use.

Implementation fee Breakdown:
Implementation and Data Analysis services identified in the Statement of Work attached hereto as Attachment 6

Data Analysis:	$ 97,500
HIE Infrastructure:	$ 97,500
Total Implementation and Data Analysis:	$ 195,000

The Data Analysis Project will render a series of stand-alone deliverables, in the form of documentation to be owned by Customer, that outline data analysis findings, in-bound/out-bound data gaps/and transformation and semantic interoperability considerations.

The HIE Infrastructure project is designed to establish the HIE instance and connectivity required to support HIE subscribers.

Implementation Component	One-time fee
4D HIE Instance – CCSF	**$195,000/Instance** and includes: • 4DX Intelligence Engine™ • 4DX EA™ with SOA-accessible CDR, and web-enabled application that includes the following modules: Results, Orders, eShare™, Global Search, and use of the 4DX EA Mobile application
Additional Inbound Source (excluding physician practices that choose to implement bi-directional communications - such communications are offered at no additional fee)	**$15,000/new source feed** as defined below: MobileMD contemplates three primary types of incremental in-bound connections, which are defined as follows: 1. New feed with new registration data 2. New feed with results only (e.g., Imaging center(s) feeding an existing HIE instance) 3. New feed with new registration data and results data (e.g., additional hospital feeding an existing HIE instance)
"On-Ramp" designed to connect a 4D HIE instance with another exchange, HIO, or NHIN CONNECT, for example	**$15,000/"on-ramp"** – MobileMD anticipates some "on-ramps" will eventually take advantage of the NHIN CONNECT, while others will require SOA integration or point-to-point HL7 connectivity.
Practice EMR Connections[1,2]	**$5,000 per EMR instance (unique system database)**

[1] A single instance of an EMR requiring a single feed shared by multiple practices will result in one connection (e.g., an enterprise instance of NextGen).

[2] This EMR connection fee **does not include** third-party interface costs charged by the practices' EMR vendor.

Recurring Component	Recurring fee	
Subscription **Please note:** this pricing includes provider subscriptions to MobileMD services as well as on-going maintenance and support for the 4D HIE™ infrastructure.	**Number of providers**	**Ongoing monthly cost**
	Up to 500	$20,000 per month
Additional Inbound Source (excluding practices)	**$1,000/mo per additional inbound source**	
"On-Ramp" to connect a 4D HIE instance with another exchange, HIO, or NHIN CONNECT: Support & Maintenance	**$1,250/mo per "On-ramp"**	

Attachment 2
MobileMD Support Services and Support Level Commitment

1. **Services.** The services described in this Exhibit shall mean those activities that are performed by Siemens for Customer in connection with the MobileMD Service for the fees set forth in the System Enhancements Attachment.

2. **Updates.** To the extent that Siemens updates the MobileMD System during the Term of the Agreement to improve existing functionality, or to otherwise provide similar fixes or patches to the MobileMD Service, and incorporates such updates and makes them generally available to its customer base as part of the MobileMD Service, then it shall incorporate such updates into the MobileMD System as used by Customer. For the avoidance of doubt, although such updates shall include the new features, enhancements, modules or other software which adds new functionality to the MobileMD Service and are made available generally to Siemens customers to the extent that they have been made available generally without additional cost, such updates shall not include custom versions of the MobileMD Service or professional services that are provided by Siemens at Customer's request.

3. **Telephone Support.** Siemens shall maintain a MobileMD help desk for technical support and troubleshooting capability for responding to issues from the Practices. Siemens shall maintain telephone support Monday through Friday, from 8:00 AM to 9:00 PM Eastern Time (standard or daylight time, as applicable), excluding holidays, (the "Support Hours"). Each party shall designate in writing to the other party a coordinator to serve as the primary point of contact for purposes of coordinating and implementing the activities contemplated by the System Enhancements Attachment, provided, however, that neither party's coordinator shall have the authority to bind or obligate his or her respective party other than to perform the obligations expressly stated in the System Enhancements Attachment.

4. **Hardware and System Maintenance.** All hardware, software, and system maintenance will be performed between the hours of 12:00 AM and 6:00 AM, Eastern Time, Monday through Saturday or between the hours of 12:00 AM and 6:00 AM Eastern Time on Sundays. Hardware and system maintenance will not exceed eight (8) hours in one calendar month unless otherwise agreed upon in writing.

5. **Communication System.** Customer and each participating Practice, Business Partner, Provider and Customer User shall be responsible for obtaining and maintaining all hardware necessary to transmit to, receive from and otherwise connect to the MobileMD System.

6. **Redundant Power Systems.** Siemens will maintain redundant power systems, to include backup generator power, and uninterruptible power supplies (UPS's). Testing will be performed periodically as appropriate.

7. **Redundant Servers.** Siemens will employ redundant server architecture wherever practicable and appropriate to ensure maximum MobileMD System availability.

8. **Data Security.** Siemens will employ industry-standard Internet firewall technology to secure and prevent unauthorized access to Customer's Data.

9. **Physical Security.** Siemens will employ an appropriate level of physical security at the Data Center including fire and intruder alarms and avoidance systems, and other physical security appropriate for mission critical, secure data processing.

10. **Security.** Siemens will employ the following security methods and procedures with respect to the MobileMD System throughout the Term of the Agreement.

10.1. **Access Controls.** Siemens will only permit access to Customer Data in accordance with the terms of the System Enhancements Attachment and the remainder of the Agreement or as otherwise agreed by the parties in writing.

10.2. **Provision.** The parties will work together in good faith to ensure appropriate user provisioning. Access to Data will be as authorized by Customer under the terms of the System Enhancements Attachment and otherwise, as mutually agreed by the parties in writing.

10.3. **Logs.** Siemens will maintain appropriate access and interface logs as described above in the System Enhancements Attachment.

10.4. **Patch Management/Anti-Virus Software.** Siemens will appropriately manage its use of software patches in accordance with industry standard procedures. In addition, Siemens will maintain industry standard anti-virus software.

10.5. **Data Encryption.** Web-based data transmissions sent between the Data Center and Customer shall be encrypted as appropriate using virtual private network ("VPN") technology or other mutually agreed upon industry-standard encryption techniques. Additional fees may be charged by Siemens for the use of techniques other than VPN if non-VPN techniques are required by Customer.

10.6. **Data Isolation.** Customer's data shall be logically isolated from other Siemens customers' data to further restrict unauthorized access.

10.7. **Network Isolation.** Siemens shall maintain appropriate network segmenting of Siemens' and Customer's systems at the Data Center.

10.8. **Restricted Access.** Siemens shall not access Customer Data except as necessary to provide services under the System Enhancements Attachment and the remainder of the Agreement. All printed copies of Customer Data shall be kept to a minimum and shall be shredded promptly after they are no longer needed for the purpose for which they were made.

11. **Resource and System Monitoring.** Siemens shall provide a comprehensive system monitoring procedure to include server, network, and test personal computer monitoring as appropriate. MobileMD System response will be maintained at such a level that ensures users will experience an effective and efficient use of the functions offered by the MobileMD Service as described above.

12. **Support Level Commitment.** Subject to Customer promptly reporting Errors to Siemens and to the procedures identified herein, Siemens will endeavor to correct Errors in accordance with the response times identified below. An "Error" means a reproducible material deviation in the MobileMD Service from the applicable documentation associated with the particular service or feature of the MobileMD Service. For the avoidance of doubt, an "Error" does not include any loss of functionality that is purposefully caused by Customer or a Practice, such as, without limitation, temporarily terminating connections for internal Customer security or other reasons.

12.1. **Severity Levels.** During Support Hours, Siemens shall respond to Errors reported by Customer in accordance with the response times identified below and shall undertake the other remedial obligations identified with respect to each respective severity level. If an Error is reported outside of Support Hours, the report shall be deemed received by Siemens at 8:00 AM the following business day. All obligations and time calculations hereunder shall exclude those hours that fall outside of normal business hours (8:30 AM to 5:00 PM, Monday through Friday, excluding holidays).

12.1.1. Critical Production Issue ("CPI"). As this term is used in the System Enhancements Attachment, a CPI is an Error for which there is no known workaround and that renders the MobileMD Service unable to receive and transmit Data to any of Customers' participating Practices or, with respect to the MobileMD Service, all users are unable to access the MobileMD Service. For CPI Errors, Siemens personnel shall call Customer back within two (2) hours after receipt of the initial call

from Customer. Siemens shall use diligent efforts to find and implement a solution for the CPI. During Siemens' resolution of the CPI, Siemens will provide hourly status calls to Customer.

12.1.2. High Priority Issue ("HPI"). As this term is used in the System Enhancements Attachment, an HPI is an Error for which there is no known workaround that causes the MobileMD Service to be unable to receive and transmit Data to a substantial portion of Customer's participating Practices or that causes the MobileMD Service to be partially unusable or that causes a major loss of functionality (i.e., major options or features of the service fail to function) of the MobileMD Service. If an HPI occurs, Siemens personnel shall call Customer back within no more than four (4) hours after receipt of the initial call from Customer. Siemens will work on the HPI continuously within normal business hours to find and implement a solution for the HPI. Siemens shall use commercially reasonable efforts to resolve the HPI within two (2) Business Days of the initial call from Customer. An estimated target time for the solution to the HPI will be communicated to Customer with reasonable promptness after the initial call back from Siemens. Siemens will provide no less than one (1) update every eight (8) business hours to Customer after receipt of the initial call from Customer.

12.1.3. Low Priority Issue ("LPI"). As this term is used in the System Enhancements Attachment, an LPI is an Error with the MobileMD Service that has only a minor effect on functionality. If an LPI occurs Siemens will return Customer's call as time permits. Siemens will use reasonable efforts to resolve the LPI within two (2) weeks of the initial call from Customer and provide an update to Customer on outstanding items once every three (3) business days. Siemens will incorporate any modifications required for LPIs that are completed prior to the applicable "code freeze" date into the next release.

12.2. **Categorization of Severity Levels.** Siemens shall categorize the severity levels for Errors as they arise. If Customer disagrees with the severity level classification, Siemens and Customer shall discuss in good faith the appropriate severity level classification and may subsequently mutually agree to a different severity level with respect to a particular Error, or to resolution times on an issue-by-issue basis. At least once every six (6) months, the parties shall discuss, in good faith (a) whether the categorization of severity levels by Siemens has been generally consistent with the above definitions and/or whether the definitions set forth above with respect to each of the severity levels requires modification, and (b) whether Siemens is consistently satisfying the support levels set forth herein.

Attachment 3
Subscription Agreement
Siemens MobileMD Health Information Exchange

Subscriber:

Company Name:	
Address:	
Contact Person:	
Phone:	
EMR/Clinician Portal (If Applicable)	
Health System (Siemens Customer):	

Effective Date of Subscription Agreement: _____

Subscription Services:

Subscriber identified above ("Subscriber"), Siemens Medical Solutions USA, Inc. ("Siemens") and _____ Health System hereby enter into and agree to the terms and conditions of this Siemens MobileMD Health Information Exchange Subscription Agreement ("Subscription Agreement") with respect to its payment obligations and certain other representations and warranties set forth herein. Subject to the terms and conditions of this Subscription Agreement, Siemens will, through its Siemens MobileMD Health Information Exchange ("HIE System"), provide certain implementation services and processing services to Subscriber in order to transmit medical records and/or other clinical information (e.g. orders, results and referrals) as described in the Subscription Service Terms of Use (Exhibit A to this Subscription Agreement).

Subscriber's subscription shall begin on the Effective Date identified above and shall be coterminous with the Health Systems' MobileMD Service Agreement with Siemens ("Subscription Period") unless a party notifies the other parties in writing of its intent not to renew this Subscription Agreement at least ninety (90) days prior to the end of the then-current Subscription Period.

The parties desire this Subscription Agreement to be supplementary to the Health System's MobileMD Service Amendment with Siemens pursuant to 11 U.S.C. §365(n).

The parties agree that the Business Associate Addendum attached to this Subscription Agreement as Exhibit B shall apply to the parties' relationship under this Subscription Agreement, and to the extent of any conflict between the terms of that Business Associate Addendum and the terms of this Subscription Agreement, the terms of that Business Associate Addendum shall control.

[Note: before a Subscription Agreement in this form is signed with a particular Subscriber, insert below the description of, or a summary of, any implementation services that are to be performed in connection with adding that Subscriber]

Implementation Services: _____

This Subscription Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. This Subscription Agreement constitutes the entire agreement of the parties on the subject matter hereof and supersedes all prior or contemporaneous written and verbal agreements. This Subscription Agreement may only be modified by a writing signed by Subscriber and Siemens, with the joinder of the Health System.

To show their agreement to these terms, and intending to be legally bound, Siemens and Customer hereby execute this Subscription Agreement as of the Effective Date specified above.

Subscriber:	**Siemens Medical Solutions USA, Inc.**
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**
	Signature:
	Name:
	Title:
	Date:

The Health System hereby joins this Subscription Agreement for purposes of certain express rights and obligations hereunder.

Health System:

Signature:

Name:

Title:

Date:

EXHIBIT A TO SUBSCRIPTION AGREEMENT
SUBSCRIPTION SERVICE TERMS OF USE

These Terms of Use are hereby agreed to between Siemens, Subscriber and Health System and are incorporated as a part of and into the Subscription Agreement.

1. Services. Subject to the terms and conditions of the Subscription Agreement, Siemens will provide the following services to the Subscriber (collectively, the "Services"):

1.1. Implementation Services. Siemens will configure its Siemens Health Information Exchange for use with the Subscriber's existing interface engine and/or EMR system (the "Subscriber Interface") and provide configuration of preferences, elections and document type mapping in support interface deployment (collectively, the "Subscriber Implementation Services").

1.2. Processing Services. Siemens will distribute, through its Siemens Health Information Exchange connector service, Data provided by the Health System to Siemens electronically and designated by Health System to be received by Subscriber ("Data"). As used herein, "Data" means patient medical records and related documentation used for clinical diagnosis and treatment for a broad array of clinical conditions (such as patient test results, Labs, OR reports, Emergency Department Reports, Consults, orders, referrals and other similar data). Siemens will provide a call support line for Subscriber related to these services. All of these services are collectively referred to as the "Processing Services." Subscriber shall receive all Data via its EMR system, which system shall store and distribute such information to the appropriate and authorized individuals. Subscriber shall also be responsible to ensure proper privacy and security of such EMR system and Data and appropriate and authorized distribution of such Data from its EMR system.

1.3. Additional Provisions. Apart from the foregoing Services (and apart from permitting Subscriber physicians to remotely view appropriate patient files through the Health System's web-based portal as an authorized user if such physicians enter into an agreement with the Health System's affiliate), Siemens will not be providing the Subscriber with any other items or services used to create, maintain, transmit, or receive medical records. In addition, in no event will Siemens be providing the Subscriber with any hardware, software, or broadband, T-1 lines or internet services. Further, the parties acknowledge that the Services provided hereunder do not include the staffing of any of the Subscriber's offices and are not used to conduct personal business or business unrelated to the Subscriber's medical practice. Neither the Health System nor any of its affiliates will finance or otherwise loan funds to the Subscriber to cover any of the payments to be made by the Subscriber hereunder.

2. Restrictions. The Services will be provided only to Subscriber. Subscriber shall not, directly or indirectly, use the Services to provide any Data or information to any third party.

3. Accessibility. Subscriber is solely responsible, and at its own cost, for establishing and maintaining internet connections to receive Data via the MobileMD System, as well as for paying for, maintaining and ensuring the compatibility of all software, software licenses, and internet accounts as may be required in order for Subscriber to receive the Services by means of an internet connection. Siemens' only guarantee or warranty with respect to specific uptime or availability of the service is made under separate agreement with the Health System. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT NEITHER SIEMENS NOR THE HEALTH SYSTEM IS OR WILL BE RESPONSIBLE FOR ANY DAMAGES ARISING FROM SUBSCRIBER'S USE OF OR THE RECEIPT OF SERVICES HEREUNDER OR ITS INABILITY TO OBTAIN DATA THROUGH THE MOBILEMD SYSTEM FOR ANY REASON.

4. Ownership. Siemens shall own and retain all right, title and interest in and to its Siemens Health Information Exchange and all software comprising the MobileMD System and used to provide the Services (including but not limited to any software, images, photographs, animations, video, audio, music, text, and "applets" used by Siemens with respect to the Services) and all copies thereof, including, without limitation, derivative works or compilations thereof, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and other proprietary information.

5. **Termination.** In the event of termination or expiration of this Subscription Agreement, this Section 5, the warranty disclaimer in Section 8 below, and Sections 4, 6, 7, 9, 10, 11 and 12 shall survive. Upon any termination or expiration of this Subscription Agreement for any reason, Subscriber will return to Siemens any and all physical media, documentation and any other materials Subscriber received from Siemens within thirty (30) days after the date of such termination or expiration. Subscriber acknowledges and understands that Siemens may install a feature into its System that allows Siemens to prevent Subscriber from receiving Services in the event this Subscription Agreement terminates or expires or the Health System fails to timely make payment for the subscription fees. Siemens may implement such feature upon the failure of Health System to timely pay the subscription fees or the termination or expiration of this Subscription Agreement, but only after expiration of all applicable cure periods, if any.

6. **Subscriber Warranties.** Subscriber represents and warrants that Subscriber is and will remain authorized to receive Subscriber Data and that it shall deliver and disclose Subscriber Data only to those individuals authorized to receive such Data. Subscriber represents and warrants that in receiving and using the Data it will comply with all applicable federal, state, and local laws, rules, and regulations (collectively, "Laws"), including, without limitation any Laws relating to the confidential treatment of such Data such as the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA") and the accompanying federal privacy and security regulations as contained in 45 CFR Part 160 and 164 (the "Federal Privacy & Security Regulations"). Subscriber agrees to cooperate with Siemens in the event that Siemens requests assistance or information in complying with HIPAA, the Federal Privacy & Security Regulations or any Business Associate Addendum that Siemens has entered into with respect to the Services. In addition, in the event that Subscriber receives Data which it is not authorized to receive, Subscriber shall immediately inform Siemens of its receipt of such Data.

7. **Data.** Subscriber acknowledges and agrees that Siemens will not monitor or inspect the Data or any other information transmitted to Subscriber. In addition Siemens will have no responsibility or liability with respect to any (i) corruption, loss or mis-transmission of the Data unless caused by Siemens' negligence or willful misconduct, (ii) any defective processing of the transactions unless caused by Siemens' negligence or willful misconduct; (iii) any inputting or entry of information by Subscriber or any of its Providers; or (iv) record keeping by Subscriber or any of its Providers; unless caused by Siemens' gross negligence or willful misconduct.

8. **Siemens Warranties.** Siemens warrants that all services provided by Siemens under this Subscription Agreement will be performed in a professional, competent and businesslike manner. The limited warranty provided herein is contingent upon Subscriber notifying Siemens in writing, within ten (10) business days of the provision of the applicable services, of a breach of this warranty detailing the nature and circumstances of any alleged breach of warranty. In the event of a breach of this warranty, as Subscriber's sole initial remedy, Siemens shall promptly re-perform the applicable Services and make other reasonable efforts to correct or cure said breach, at no cost to Subscriber. If Siemens fails to promptly initiate such remedies or the foregoing remedies fail their essential purpose, then Subscriber may pursue remedies against Siemens for such breach.

WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH ABOVE, SUBSCRIBER ACKNOWLEDGES THAT NO WARRANTIES HAVE BEEN MADE BY SIEMENS TO SUBSCRIBER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES DELIVERED HEREUNDER. SIEMENS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA. IN ADDITION, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT INCLUDE, AND THAT SIEMENS WILL NOT PROVIDE TO SUBSCRIBER, ANY MEDICAL OR RISK MANAGEMENT ADVICE, AND THAT SUBSCRIBER MUST EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE SERVICES TO PATIENTS. SIEMENS SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY ERRORS MADE BY SUBSCRIBER IN THE COURSE OF ITS MEDICAL PRACTICE.

9. Limitation of Remedies. The remedy for Siemens' breach of any provision of this Subscription Agreement is repair, re-performance, or replacement by Siemens, as Siemens chooses. If breach cannot be remedied by repair, re-performance, or replacement by Siemens, or if a repair, re-performance, or replacement remedy is not applicable, then Siemens shall be liable to Subscriber, only for direct damages, and only in the aggregate up to $10,000. The limits of this Section 9 shall not apply to third party claims brought against Siemens, including claims regarding bodily injury (including death) and tangible property damage, to the extent caused by the negligence or intentional misconduct of Siemens. This Section 9 (Limitation of Remedies) states the exclusive remedy for any cause whatsoever against Siemens, regardless of the form of action, whether based in contract, tort , strict liability, or any other theory of law. The parties to this Subscription Agreement have entered into this Subscription Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages set forth in this Subscription Agreement, and that the same form an essential basis of the bargain between the parties.

10. DAMAGE WAIVER. THE PARTIES EXPRESSLY AGREE THAT INDEPENDENT OF THE EXCLUSIVE REMEDIES EXPRESSED IN SECTION 9 (LIMITATION OF REMEDIES), NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES REGARDLESS OF WHETHER THE PARTY IN BREACH WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES; NOR FOR LOSS OF IN-HOUSE STORED, RECORDED OR TRANSMITTED DATA. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS SUBSCRIPTION AGREEMENT AND SHALL BE EFFECTIVE EVEN IN THE EVENT OF THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

11. Indemnity. Subscriber shall defend Siemens and the Health System and their respective officers, directors, employees, agents, affiliates and suppliers (collectively, "Siemens and Health System Indemnitees") from and against all suits, demands, claims, or other legal actions ("Claims") asserted against the Siemens and Health System Indemnitees by any third party arising from or relating to Subscriber's breach of any of its representations, warranties or obligations contained herein and shall indemnify and hold the Siemens and Health System Indemnitees harmless from and against any liabilities, costs, damages, or expenses (including, without limitation, attorney's fees and expert witness fees) arising therefrom, except to the extent of Siemens' and/or the Health Systems' negligence, gross negligence, willful misconduct, or recklessness.

12. Compliance; Savings Clause.

12.1. The Health System, Siemens and the Subscriber agree and acknowledge that they are entering into this Subscription Agreement for the primary purpose of better coordination of care for patients and improvement of health quality, efficiency and/or research. Siemens and the Health System hereby represent and warrant to Subscriber that neither Siemens nor the Health System shall (i) take any action to limit or restrict the use or compatibility of the Services with the electronic prescribing or electronic health care systems used by Subscriber; or (ii) restrict or take any action to limit the Subscriber's right or ability to use the Services for any of its patients consistent with the express terms of this Subscription Agreement.

12.2. The Subscriber hereby represents and warrants to the Health System that the Subscriber and its physicians, employees and staff (i) have not made and will not make the receipt of the Services hereunder, or the amount or nature of the Services hereunder, a condition of doing business with the Health System; and (ii) do not already possess Services that are equivalent to the Services being provided hereunder.

12.3. The Health System and the Subscriber acknowledge and agree that neither the eligibility of the Services, nor the amount of nature of the Services is determined in a manner that takes into account the volume or value of referrals or other business generated between them. No part of this Subscription Agreement shall be construed to require, induce, encourage, solicit or reimburse the referral of any patients or business, including any patients or business funded in whole or in part by any state or federal health care program. No payment made or any donations provided under this Subscription Agreement

shall be in return for the referral of patients or business, including those paid in whole or in part by any state or federal government programs. The Health System, the Subscriber and Siemens hereto acknowledge and agree that the Services for which the parties have contracted hereunder do not exceed those that are reasonable and necessary for the legitimate business purposes of the arrangement contemplated herein.

12.4. The Health System will issue any necessary tax forms in connection with this Subscription Agreement, including, without limitation, a 1099, if it determines that such forms are required by the Internal Revenue Service or any state or local taxing agency.

12.5. If in the reasonable opinion of the Health System, Siemens or the Subscriber that any aspect of this Subscription Agreement may violate any federal or state statute or regulation or any other applicable laws, then any of them may notify the others and the Health System, Siemens and Subscriber shall promptly undertake efforts to renegotiate the questionable provision(s). If they are unable to renegotiate in good-faith within a reasonable time thereafter (not to be less than sixty (60) days after the notification), then the Health System, Siemens or the Subscriber may terminate this Subscription Agreement upon written notice to the others. NEITHER SIEMENS NOR THE HEALTH SYSTEM WILL HAVE ANY LIABILITY DUE TO SUCH TERMINATION.

13. **General.** This Subscription Agreement shall, for all purposes, be construed, governed by and enforced solely and exclusively in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of law provisions. Notwithstanding anything in this Subscription Agreement, Siemens or the Subscriber may, at any time seek injunctive relief to enforce its rights under this Subscription Agreement in any court of competent jurisdiction. This Subscription Agreement shall bind Subscriber and its successors and assigns but shall not be assignable, sublicensable or delegable by Subscriber except with Siemens' prior written consent. Any such purported assignment, sublicense or delegation without such consent shall be void. This Subscription Agreement shall bind and benefit Siemens and its successors and assigns. If any provision of this Subscription Agreement is determined to be invalid or unenforceable to any extent when applied to any person or circumstance, the remainder of this Subscription Agreement and the application of such provision to other persons or circumstances or to another extent shall not be affected and shall remain in full force. No modification of this Subscription Agreement will be effective unless in a subsequent writing signed by Siemens, the Subscriber and Health System. No waiver of any rights under this Subscription Agreement will be effective unless in a writing signed by Siemens, the Subscriber and the Health System and such waiver is only effective for the specific instance referenced in such writing. This Subscription Agreement shall control over any other communication submitted by Subscriber, and Siemens hereby objects to any additional terms in any such communication. No party shall be responsible for any delay or failure of performance resulting from causes beyond its control. This Subscription Agreement, including all exhibits, appendices and any other agreements referenced or contemplated herein, constitutes the entire agreement among Subscriber, Siemens, and the Health System and supersedes any prior or contemporaneous written or oral agreement concerning the subject matter hereof.

ACCEPTED AND AGREED:

SUBSCRIBER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT B TO SUBSCRIPTION AGREEMENT
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("BAA"), effective on _____, 20__ is entered into by Siemens Medical Solutions USA, Inc., 51 Valley Stream Parkway, Malvern, PA 19355 ("Siemens" or "Business Associate"), and [Insert Subscriber's Name and Address], on behalf of itself and its subsidiaries listed on Schedule A attached hereto ("Subscriber" or "Covered Entity") (each a "Party" and collectively the "Parties").

1. The Parties have entered into one or more agreements (the "Underlying Agreement(s)"), which require Business Associate to be provided with, to have access to, and/or create PHI that is subject to the federal privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and Title XIII of the American Recovery and Reinvestment Act of 2009 ("HITECH"), and codified at 45 CFR parts 160, 162, and 164 ("HIPAA Regulations"). This BAA shall supplement and/or amend each of the Underlying Agreement(s) only with respect to Business Associate's receipt, use and creation of PHI under the Underlying Agreement(s) to allow the Parties to comply with the HIPAA Regulations and HITECH Standards. Except as so supplemented and/or amended, the terms of the Underlying Agreement(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Agreement(s).

2. Terms used in this BAA that are terms specifically defined in the HIPAA Regulations ("HIPAA Terms") or HITECH Standards have the same meaning ascribed to such terms in the HIPAA Regulations or HITECH Standards. The definitions below which set forth a reference to the Code of Federal Regulations are defined HIPAA Terms, and any change to the HIPAA Regulations which modifies any defined HIPAA Term, or which alters the regulatory citation for the definition, will be deemed incorporated into this BAA.

2.1. "Breach" shall mean the acquisition, access, use, or disclosure of protected health information in a manner not permitted under this part which compromises the security or privacy of the protected health information.

(a) For purposes of this definition, *compromises the security or privacy of the protected health information* means poses a significant risk of financial, reputational, or other harm to the individual.

(b) A use or disclosure of protected health information that does not include the identifiers listed at § 164.514(e)(2), date of birth, and zip code, does not compromise the security or privacy of the protected health information. (45 CFR §164.402).

2.2. "Business Associate" means Siemens and, to the extent they are acting for Siemens, its subsidiary or parent and each subsidiary of its parent, as applicable. Where the term "business associate" appears without an initial capital letter, it has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR §160.103.

2.3. "Data Aggregation" has the meaning given to that term under the Privacy Rule, including, but not limited to, 45 CFR §164.501.

2.4. "Covered Entity" means Subscriber. It also has the meaning given to the term under the Privacy Rule, including, but not limited to, 45 CFR §160.103.

2.5. "Designated Record Set" has the meaning given to that term under the Privacy Rule, including, but not limited to, 45 CFR §164.501.

2.6. "ePHI" has the meaning given to the term "Electronic Protected Health Information" under the Privacy Rule, including, but not limited to, 45 CFR §160.103.

2.7. "Health Care Operations" has the meaning given to that term under the Privacy Rule, including, but not limited to, 45 CFR §164.501.

2.8. "HITECH Standards" means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of HITECH, and any regulations promulgated thereunder.

2.9. "Individual" has the meaning given to that term under the Privacy Rule, including, but not limited to, 45 CFR §164.501. It also includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.10. "PHI" has the meaning given to the term "Protected Health Information" under the Privacy Rule, including but not limited to, 45 CFR §164.501.

2.11. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information that is codified at 45 CFR parts 160 and 164, Subparts A and E.

2.12. "Required By Law" has the meaning given to that term under the Privacy Rule, including but not limited to, 45 CFR §164.501.

3. With regard to its use and/or disclosure of PHI, Business Associate agrees not to use or disclose PHI other than as permitted or required by this BAA or as Required By Law. [§164.504 (e)(2)(ii)(A)]

4. Except as otherwise specified in this BAA, Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations under the Underlying Agreement(s). Unless otherwise limited herein, Business Associate may:

(a) use the PHI in its possession for its proper management and administration and to carry out its legal responsibilities [§164.504(e)(4)(i)];

(b) disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required By Law or Business Associate obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule [§164.504(e)(4)(ii)];

(c) provide Data Aggregation services relating to the Health Care Operations of Covered Entity [§164.504(e)(2)(i)(B)]; and

(d) de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule. [§164.502(d)(1)]

5. Business Associate shall ensure that any subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to similar restrictions and conditions that apply through this BAA to Business Associate. [§164.504 (e)(2)(ii)(D)]

6. Business Associate agrees to do the following:

(a) implement administrative, physical, and technical safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI as required by 45 CFR Part 164 Subpart C ("Security Rule") [§164.314(a)(2)(i)(A)];

(b) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA [§164.504(e)(2)(ii)(B)]; and

(c) ensure that any agent and subcontractor to whom Business Associate provides ePHI agrees to implement reasonable and appropriate Safeguards to protect ePHI [§164.314(a)(2)(i)(B)].

7. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

8. Business Associate agrees to report promptly to Covered Entity any unauthorized use or disclosure of PHI or any Security Incident related to Covered Entity's PHI of which Business Associate becomes aware by Business Associate or its workforce or subcontractors without unreasonable delay but in any event no later than sixty (60) days after discovery. Business Associate agrees to apply appropriate sanctions against workforce members with respect to such unauthorized use or disclosure. [§164.504(e)(2)(ii)(C)] [§164.314 (a)(2)(I)(C] §164.308(a)(1)(C)]

9. Upon Covered Entity's written request, Business Associate shall make PHI available to Covered Entity for amendment and incorporate any amendments to the PHI in accordance with Subpart E of the Privacy Rule, provided that the PHI in Business Associate's possession constitutes a Designated Record Set and Business Associate has been specifically engaged by Covered Entity to so maintain and service such PHI on behalf of Covered Entity. [§164.504 (e)(2)(ii)(F)]

10. Upon Covered Entity's written request, Business Associate shall make available to Covered Entity PHI necessary for Covered Entity to respond to Individuals' requests for access to PHI about them, provided that the PHI in Business Associate's possession constitutes a Designated Record Set and Business Associate has been specifically engaged by Covered Entity to so maintain and service such PHI on behalf of Covered Entity. [§164.504(e)(2)(ii)(E)]

11. Business Associate shall, upon Covered Entity's written request, make available to Covered Entity the information regarding disclosures by Business Associate and its agents required for Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. [§164.504(e)(2)(ii)(G)]

12. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services ("Secretary") for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule or the Security Rule. Business Associate shall notify Covered Entity regarding any information that Business Associate provides to the Secretary concurrently with providing such information to the Secretary, and, if so requested by Covered Entity in writing, shall provide Covered Entity with a duplicate copy of such information. [§164.504(e)(2)(ii)(H)] [68 Fed. Reg. 8334, 8359]

13. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except where Business Associate has contracted to provide services that permit Business Associate to use or disclose PHI in order to engage in Data Aggregation or management and administrative activities of Business Associate.

14. If Covered Entity learns of a material breach or violation of this BAA by Business Associate, Covered Entity shall provide Business Associate written notice and an opportunity for Business Associate to cure such breach or to end such violation, as applicable. The duration of that opportunity to cure shall be based on the nature of the breach or violation involved and shall be consistent with the cure period provided for in the Underlying Agreement(s). If Business Associate does not cure or cease the violation, or if a cure is not possible, Covered Entity shall either (i) terminate the applicable Underlying Agreement(s) if feasible, or (ii) if termination is not feasible, report the violation to the Secretary. [§164.504(e)(1)(ii)(A), (B) & §164.314 (a)(2)(i)(D)]

15. Business Associate shall provide notice of a breach of unsecured PHI to Covered Entity without unreasonable delay, and in no case later than sixty (60) days following the discovery of a breach. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the breach. Business Associate shall provide Covered Entity with any other available

information that Covered Entity is required to include in notification to the Individual under Sec. 164.404(c)[45 CFR 164.314].

16. To the extent Business Associate performs any activities on behalf of Covered Entity in connection with one or more "Covered Accounts" (as the term is defined in the "Red Flags" Rule at 16 CFR §681.2(b)(3)) of a Covered Entity, Business Associate shall reasonably cooperate, as requested by the Covered Entity, in a Covered Entity's investigations under the Red Flags Rule.

17. Upon the expiration or termination of an Underlying Agreement, Business Associate shall return to Covered Entity or destroy all PHI in Business Associate's possession, including such PHI in the possession of Business Associate's subcontractors, as a result of that Underlying Agreement and retain no copies, if it is feasible to do so. If return or destruction is infeasible, Business Associate shall extend all protections, limitations, and restrictions contained in this BAA to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this BAA and/or any Underlying Agreement. [§164.504(e)(2)(ii)(I)]

18. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Covered Entity and Business Associate to comply with the requirements of HIPAA, the Privacy or Security Rules or the HITECH Act from the American Recovery and Reinvestment Act of 2009 and its associated regulations.

19. The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Agreement to the extent necessary to allow the Parties to comply with the HIPAA Regulations and HITECH Standards. The bracketed citations to federal regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA. **Notwithstanding any other provisions of this BAA, the terms of this BAA shall not alter or diminish the respective responsibilities of Business Associate and Covered Entity under HIPAA and HITECH and associated rules and regulations, as imposed by operation of law.**

20. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever.

Intending to be legally bound, the Parties have executed this Business Associate Addendum through their authorized representatives signing below.

SIEMENS MEDICAL SOLUTIONS USA, INC.	**[INSERT COVERED ENTITY NAME]**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
By:_____	
Name:_____	
Title:_____	
Date:_____	

SCHEDULE A TO BUSINESS ASSOCIATE ADDENDUM
SUBSCRIBER

Subscriber Parent:

Subscriber Subsidiaries Covered by this Addendum:

Attachment 4

Statement of Work for City and County of San Francisco

Overview

1. Siemens will provide professional services as listed below:

   1.1. Phase 1 will include the following with an estimated duration of fourteen (14) months:

      1.1.1. San Francisco General Hospital - Perioperative Management by Surgical Information Systems (SIS), Soarian Completion Management, Soarian Online Medical Records, Value Add Services.

      1.1.2. The duration for Perioperative Management by Surgical Information Systems (SIS) is seven (7) months. Please reference Customer FTE tables below for the durations of other solutions.

   1.2. Estimated durations are based on a single Application in a phase with the greatest duration. Individual Application durations may vary. Reference the Customer Personnel section, Customer FTE tables for specific Application duration information.

   1.3. Siemens and Customer will review the phasing described above throughout the project and adjust if appropriate. Changes to the phasing may result in changes in professional services, and related fees. The project team will review changes according to the Change Order process.

General Implementation Provisions

2. Siemens will lead the implementation of the Applications and Custom Programming. Customer and Siemens shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of System(s) upon completion of this engagement. The methodology and its tools support the Customer and Siemens implementation team with artifacts, information and Project Workplans.

3. Siemens will utilize onsite and offsite implementation services teams during the implementation process. Siemens uses best practice experience to assign resources from each team to specific implementation tasks in a way that creates the most timely and efficient implementation process. Customer deviation from this implementation process will require use of the Change Order process and could impact project hours, dollars and overall duration.

4. During the planning phase, Siemens will review Customer provided information related to major business initiatives, such as facility or infrastructure expansion or renovation, additional technology investments, in-house re-engineering efforts, or other consulting engagements, that may affect the implementation.

5. Siemens will perform Master Patient Index (MPI) analysis of patient data files to identify duplicates, trending and common patients across the enterprise. Siemens will present findings in an analysis report that will include an overview of the processing and data trending statistics, as well as options for carrying out the retention and consolidation effort.

6. Siemens will use a corporate design approach for the implementation that consists of standard policy, practices and data structures across the enterprise, including off-site locations.

7. Siemens scope of services includes the following unless otherwise noted herein:

   7.1. Project Leadership - Siemens will:

      7.1.1. Direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project

definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.

7.2. Implementation Consulting - Siemens will:

7.2.1. Assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.

7.2.2. Consult within the planning phase on the requirements and planning of operational workflow, organizational, application and technical specifications as Customer compiles its analysis.

7.2.3. Collaborate with Customer within the design and adaptation phase regarding design and build of the software and use of model reports. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.

7.2.4. Guide Customer during the testing phase in developing Unit Test, Integration Test and Stress/Volume testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any functional design issues identified during system tests.

7.2.5. Play a consultative role within the training phase. Siemens will provide guidance and direction in core trainer education planning and development of core trainer(s) materials.

7.2.6. Provide support and direction for software issue resolution during the live phase. Siemens will support the event as specified in the Project Workplan and in routing issues through the appropriate event tracking system. Siemens will also work to facilitate transition to Customer Relationship Support at the conclusion of the event.

Application Specific Provisions

Perioperative Management by Surgical Information Systems (SIS)

8. Siemens will provide the following professional services:

8.1. Install base software in one (1) ICO Production, Test, and Training environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration for fifteen (15) operating rooms/procedure rooms as defined in the contract.

8.2. Coordinate with Customer IT Department to establish remote access to SIS environment.

8.3. Install and configure Oracle database.

8.4. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.

8.5. Operating Room Management by SIS shall include:

8.5.1. Delivering a model system that includes the following:

- Standard wizard sets that provide faster, more consistent documentation.
- Standard list sets that provide uniform documentation and reporting.

- Standard care plans (perioperative nursing data set) supporting regulatory requirements.
- Standard suite of reports which provide many options for information distribution and a foundation for customized reports.

8.5.2. Delivering and implementing the following OR Management modules:

- Administrative Modules.
- Scheduling.
- PAT Scheduling.
- Nursing.
- RBC (Rules Based Charging).
- SIS WEB.
- SIS Analytics.
- SIS Com.

8.5.3. Working with Customer on data collection for the following files using a Customer supplied electronic or manually built data import file:

- Materials file, which includes all supplies used in the OR and is the foundation for preference cards, case pick lists, and patient charging.
- Drugs file, which provide uniform documentation and reporting.

8.5.4. Working with Customer on data collection for the procedures file, using Customer supplied electronic data import file, or Customer may choose to use SIS' standard list of procedures and modify them as needed. Procedure file is the basis for common procedure nomenclature utilized in perioperative areas.

8.5.5. Guiding Customer with data collection and manual build of the personnel file, used to load surgical staff into the system.

8.5.6. Importing Customer's materials, drugs, procedures and personnel data into the SIS database. Providing support for import testing and data validation including:

- Up to two (2) cycles of revision and testing for each file type.
- Training Customer to perform required mapping and modification after import.

8.5.7. Providing limited modifications to administrative module setup to support Customer's workflows.

8.5.8. Leading effort to configure Application to support Customer workflows.

8.5.9. Configure connections for fifty-four (54) patient monitors to send vital signs to SIS.

8.5.10. Consulting with Customer to review current processes, make best practice recommendations and work with Customer to create new processes to fully utilize functionality available with SIS Application.

8.5.11. Providing an overview of key reports included in the standard suite of Crystal reports available within OR Management by SIS.

8.5.12. Providing Customer with education, knowledge and experience in the following areas:

- Data collection procedures and documentation requirements, to expedite preparation for data imports.
- Procedure and preference cards design, build and maintenance, providing the skills to add, edit or delete preference card information.
- Rules based charging rules design and build, for setting up capture of surgery-specific charges at the point of care.
- Scheduling preadmission testing, which allows Customer to create and maintain their preadmission testing appointments and apply rules as needed to a specific patient's procedure.
- System maintenance and support training for system administrators, which promotes Customer independence in maintaining their system.

8.5.13. Reviewing accomplishment of project charter objectives and jointly identifying opportunities for continued improvement, approximately ninety (90) days post-live.

8.6. Lead effort to implement SIS Trax.

8.7. Anesthesia Management by SIS shall include:

8.7.1. Performing a technical walk through with Customer to identify and document:

- Customer's clinical processes and workflows.
- Technical layout of physiologic monitor count and configuration, cabling requirements, and electrical and network infrastructure requirements.

8.7.2. Participating in collaborative design sessions with key clinical specialists, to include physicians and Certified Registered Nurse Anesthetists (CRNA). Validate design with other clinicians and super users. This facilitates system design that meets clinician needs and promotes user buy-in.

8.7.3. Applying model system changes identified during collaborative design sessions with key clinical specialists.

8.7.4. Providing an overview of key reports included in the standard suite of Crystal reports available within Anesthesia Management by SIS.

8.7.5. Modifying SIS wizards to improve Customer's point of care documentation and align with functionality of SIS Application.

8.7.6. Providing anesthesia staff with up to two (2) hours of one-on-one Application training.

8.7.7. Reviewing parallel case documentation for a minimum of three (3) cases to validate that each anesthesia staff member is trained and ready to use the SIS Application.

Soarian Enterprise Document Management

9. Siemens will provide the following professional services:

9.1. Enable Completion Management as part of the existing base Enterprise Document Management software functionality in one (1) ASP Test and Production environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration

9.2. Install base Online Medical Records software in one (1) ICO Test, Production and Redundant environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.

9.3. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.

9.4. Completion Management shall include:

9.4.1. Leading effort to set up and verify completion processing in the medical records department. Siemens will provide Customer with the education, knowledge and experience to continue building completion criteria that may be required for First Productive Use or thereafter. Initial work effort includes:

- Establishing deficiency assignment criteria for users to electronically and/or manually complete patient record including:
  - Creating up to twelve (12) deficiency filters.
  - Creating up to ten (10) deficiency chains.
- Creating worklist to notify users of chart deficiencies.
- Providing Customer with the technical expertise, education, knowledge and experience to configure and test simultaneous and remote record completion criteria.
- Setting up text editing.
- Guiding a single core group through online chart completion, editing and authentication process.
- Creating process for chart re-analysis.
- Establishing record completion monitoring and reporting.
- Working with Customer to establish record completion guidelines based on medical staff rules and bylaws, per Facility.

9.5. Online Medical Records shall include:

9.5.1. Validating Customer has completed the document inventory toolkit, identifying each form required in the patient medical record.

9.5.2. Guiding Customer in establishing an enterprise wide standard for scanning patient record. Initial work effort includes:

- Guiding the Customer in moving efficiently from a paper based environment toward an online medical record including:
  - Optimizing index capabilities by using bar code recognition for high volume scanning and electronic document filing rules.
  - Working with Customer to establish up to three (3) medical record views including medical record, longitudinal and scan order.
- Working with Customer to utilize model forms design principals including:
  - Creating a list of essential forms for First Productive Use, using model forms delivered with software.
  - Supporting Customer in making agreed to modifications to model forms.
  - Verifying with Customer that forms format and design are as intended.
  - Demonstrating forms are available for training users in First Productive Use areas.
- Guiding Customer in establishing procedures for high speed scanning, including reviewing the following:

- High volume scanning.
- Clinical systems capable of sending electronic feeds to the EDM database.
- Pre-defined document processing categories to support non-standard scanning scenarios.

- Working with Customer to create a quality control process to evaluate scanned document outputs.

9.5.3. Guiding the Customer in setting up transcribed documents utilizing XML conversion services, including the following.

- Working with Customer to create up to two (2) transcribed document types.
- Working with Customer to create up to eight (8) style sheets including one (1) XLS (Completion) and one (1) RTF (Archive) style sheet.
- Guiding Customer in establishing up to sixteen (16) file and bursting rules for these documents.
- Working with Customer to establish up to four (4) templates. Examples may include H & P, Operative Notes, Discharge Summary, or Consults template.

Value Add Specific Provisions

Value Add Services

10. Siemens will provide the following professional services:

10.1. Siemens Pharmacy Consultant tasks shall include:

10.1.1. Provide up to five hundred and forty four (544) hours for guidance on the Pharmacy implementation.

Integration Provisions

11. Siemens scope of services for integration will include the following unless otherwise noted herein:

11.1. OPENLink Interface Engine Services -

11.1.1. Siemens will provide access to OPENLink model maps for Siemens to Siemens interfaces unless otherwise noted. Model maps are based on current Versions and Releases of Siemens ancillary and surround systems.

11.1.2. Siemens will provide the following OPENLink interface implementation services for all interfaces listed therein that will utilize OPENLink as the interface engine:

- Specification Review - Siemens will facilitate specification review sessions regarding integration requirements from both Siemens and third party systems.
- Interface Connections - Siemens will build the interface connection definitions between the associated Applications and the interface engine for interfaces listed below.
- Mapping Modifications - Siemens will work with Customer to identify and complete data mapping.
- Unit Testing - Siemens will test interfaces to verify data transmissions occur according to specifications.
- Live Support - Siemens will work with Customer to facilitate the transition from testing to First Productive Use after Customer releases all interfaces to be migrated to the Production environment, in conjunction with live dates.

11.1.3. Siemens will provide complete services to enable the following interfaces for Facilities that will utilize OPENLink as their sole interface engine:

- INVISION Allergies Outbound to Surgical Information Systems.
- INVISION Demographics/ADT Outbound to Surgical Information Systems.
- Soarian Clinicals Allergies, Height, Weight Outbound to Surgical Information Systems.
- Soarian Clinicals Pre Op Assessment Outbound to Surgical Information Systems.
- Surgical Information Systems Anesthesia Professional Services Billing Outbound to Third Party - Pending Specification Analysis.
- Surgical Information Systems Charges/Credits Outbound to INVISION.
- Surgical Information Systems Data Extract Outbound to Soarian Quality Measures Clinical Quality Measures.
- Surgical Information Systems Materials Usage Outbound to Third Party Materials Management - Pending Specification Analysis.
- Surgical Information Systems Perioperative Report Outbound to Enterprise Document Management.
- Third Party Lab Results Outbound to Surgical Information Systems.
- Third Party Materials Management Item Master Outbound to Surgical Information Systems - Pending Specification Analysis.
- Third Party Transcription Results Outbound to Online Medical Records.

11.2. Point to Point Protocol (PPP) Services -

11.2.1. Siemens will utilize PPP to enable direct data flow for the following interfaces:

- Soarian Clinical Access Context Sharing with Soarian Online Medical Records.
- Third Party Lab Results Outbound to Online Medical Records.
- Third Party Radiology Results Outbound to Online Medical Records.

11.3. General Integration Provisions -

11.3.1. Siemens will deliver interfaces to the INVISION Test environment. Work effort includes setting up communication profiles and preparing system to send or receive data transactions, as appropriate. Additionally, Siemens will support Customer during interface build, in regards to issues with receipt and proper formatting of incoming and outgoing transactions. Siemens will then copy interface code from Test to Production environment before First Productive Use.

11.3.2. Siemens will begin integration work on interfaces noted herein as pending specification analysis. Siemens will evaluate specifications provided by Customer to determine if additional Siemens work effort is required beyond the existing estimate to enable integration. Customer will review and approve additional Siemens work effort, if merited, via the Change Order process.

11.3.3. Siemens assumes Customer will utilize Siemens interface specifications to define integration between Siemens and third party systems. Customer will manipulate third party data to send data to, and accept data from, Siemens in the standards based format stated in the specifications.

Technology Provisions

12. Siemens scope of services for technology will include the following unless otherwise noted herein:

12.1. Network and System Connectivity - Siemens will validate network and system connectivity, and will provide remote connectivity to the onsite environments for Siemens installation and support activities.

12.2. Application Traffic - Siemens will route Application traffic between Siemens WAN router at Customer's Facility to the Siemens Data Center via a private network, where appropriate.

12.3. Surgical Information Systems (SIS) Interoperability - Establish technical infrastructure to support planned interoperability between Surgical Information Systems (SIS) and other Siemens Applications.

Customer Personnel

Customer will be responsible for providing the appropriate resources to complete the engagement as recommended in the estimates below. Customer agrees that its assigned personnel shall have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise, software training, and the appropriate skill sets as outlined in the Roles and Responsibilities document in order to complete the implementation within the stated duration. Additionally Customer personnel are responsible to communicate business needs, complete analysis, design, configuration and testing and shall develop training materials, conduct user training and provide maintenance and ongoing system support starting with Application delivery. Additional details about resource assignment, resource tasks and resource work effort are in the Project Workplan, if applicable. FTE calculations are based on 2000 hours per year and the average duration of the install.

Perioperative Management by Surgical Information Systems (SIS)	Hours	FTEs
Application Analysis - Clinicals	1008	.86
Application Analysis - Financials	18	.02
Integration/Conversions	220	.19
Operational Support - Clinicals	1989	1.70
Operational Support - Financials	10	.01
Project Leadership	664	.57
Technology	600	.51
Average install duration: 7 months		

Soarian Completion Management	Hours	FTEs
Application Analysis - Clinicals	272	.15
Integration/Conversions	38	.02
Operational Support - Clinicals	214	.12
Project Leadership	113	.06
Technology	131	.07
Training	163	.09
Average install duration: 11 months		

Soarian Online Medical Records	Hours	FTEs
Application Analysis - Clinicals	406	.17
Integration/Conversions	43	.02
Operational Support - Clinicals	728	.31

Project Leadership	133	.06
Technology	305	.13
Training	140	.06
Average install duration: 14 months		

Professional Services

Siemens scope of work for the engagement will be performed on a Fixed Fee basis.

Professional Services

Siemens shall provide the following Fixed Fee services listed below.

Services	Fixed Fee
Overall Engagement Services	
Project Leadership	$$139,320
Overall Engagement Services Sub Total	**$139,320**
Professional Services	
Perioperative Management by Surgical Information Systems (SIS)	$726,700
Soarian Completion Management	$72,900
Soarian Online Medical Records	$116,100
Professional Services Sub Total	**$915,700**
Value Add Services	
Value Add Services	Included at no additional fee
Value Add Services Sub Total	**Included at no additional fee**
Total	$1,055,020

Custom Programming Services

Siemens shall provide the following Fixed Fee Custom Programming services listed below. Customer shall begin paying Monthly Support Fees, if any, three (3) months after Delivery of the Custom Programming.

Custom Programming	Fixed Fee	Monthly Support Fee
Custom Interfaces		
Perioperative Management by Surgical Information Systems (SIS)		
Surgical Information Systems Anesthesia Professional Services Billing Outbound to Third Party - Pending Specification Analysis	$7,200	
Surgical Information Systems Materials Usage Outbound to Third Party Materials Management - Pending Specification Analysis	$7,200	
Third Party Lab Results Outbound to Surgical Information Systems	$7,200	
Third Party Materials Management Item Master Outbound to Surgical Information Systems - Pending Specification Analysis	$7,200	
Soarian Online Medical Records		
Third Party Lab Results Outbound to Online Medical Records	$2,880	
Third Party Transcription Results Outbound to Online Medical Records	$27,360	
Third Pary Radiology Results Outbound to Online	$2,880	

Medical Records		
Total	$61,920	$0

Education Services

Siemens agrees to provide, and Customer agrees to pay for the courses for the number of attendees and for the fees listed below. Customer agrees to begin paying Monthly Support Fees, if any, one (1) month after Delivery of the course. The fees and course availability listed below expire on the first anniversary of the Agreement Effective Date. Thereafter, Siemens then current education rates and course offerings will apply. Customer is responsible for educating its end users on the Third Party Software listed in the Technology Requirements Schedule.

On-site Education includes one occurrence of the class for up to the maximum number of attendees listed for each class. Siemens will bill the Customer for additional attendees if Customer exceeds maximum attendees below, at the then current education rates.

Multi-Media Education includes a variety of course offerings and delivery mechanisms. Individual registration is required for single user, Web-based courses (which includes all Web Based Training (WBTs and e-classes) with pricing reflecting the cost for a single user. Siemens also provides site licensed, unlimited user access courses that can be placed on Customer's network and shared by multiple users; these courses are noted with CD-ROM in the course title.

Course	Duration	Attendee Fee	Attendees	Total	Monthly Support Fee
On-Site Education					
Soarian Online Medical Records					
Siemens EDM/Soarian HIM Auto-Index Scanning Operations	3 days		2	$9,000	
Multi Media Education					
Perioperative Management by Surgical Information Systems (SIS)					
Surgical Information Systems Academy - Two blocks of twenty (20) seats				$12,000	
Soarian Completion Management					
Completion Management Courseware				$3,000	$37
Total				$24,000	$37

Summary

Professional Services Summary	Fee	Monthly Support Fee
Professional Services	$1,055,020	
Custom Programming Services	$61,920	$0
Education Services	$24,000	$37
TOTAL - All Services	**$1,140,940**	**$37**

Attachment 5
Statement of Work - Technology Infrastructure

Overview

1. Provide a consultative, leadership and guidance role in multiple areas. Overall project management, status reporting, resource management, and executive updates will be provided by a technology solutions architect throughout the project. In addition, Siemens will provide Subject Matter Experts to augment skill sets based on the specific topic, questions, or specialty required. Project duration is nine (9) months. Specific areas of discussions and services that are to be provided as part of this agreement are outlined below

   1.1. Project Leadership. Siemens will direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Project leadership will lead the desktop rollout & transformation strategy. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Work Plan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will facilitate a weekly call and provide a weekly project status report.

   1.2. Siemens and Customer will monitor scope described in this statement of work throughout the project and adjust if appropriate. Siemens and Customer agree to use the attached "Working Roadmap" as a reference and guide for developing the Project Work Plan, provided that upon mutual agreement of the Project Work Plan, the Project Work Plan will supersede the Working Roadmap in its entirety. Changes to the scope may result in changes in professional services, and related fees. The project team will review changes according to the Change Order process.

   1.3. Production installation and deployment of Soarian Information Access solution/Virtual Desktop Infrastructure(SIA) with an estimated duration of nine (9) months.

   1.4. Coordination and consultation with customer Storage Area Network resources regarding requirements related to the SIA implementation.

   1.5. Server installation to support SIA Environment

   1.6. Citrix Environment Consultation

   1.7. Remote Access Consultation

   1.8. Implementation Consulting. The Siemens Consultant will assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.

   1.9. Planning - Siemens will consult on the requirements and planning of workflow, organizational, application and technical specifications as Customer compiles its analysis, design and adaptation - Siemens will collaborate with Customer regarding the design and build of the software and use model. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.

   1.10. Testing - Siemens will assist in developing testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any issues identified during testing that will impact the completion of the project.

1.11. Training - Siemens will play a consultative role in Core Training. Siemens will provide recommendations and direction in Core Trainer education planning, development of Core Trainer(s) materials, and the Core Training event.

1.12. Live/Post Live - Siemens will provide third level support, Customer to provide first and second level support, for all software and implementation related issues up to and including LIVE. Following the LIVE event Siemens will conduct a Turnover to Support with Imprivata and VM Ware support organizations.

General Implementation Provisions

2. A Solutions Architect will provide the following services

2.1. Participate in planning discussions, project visioning sessions, create project guiding principles and project definition workshops to establish key technologies required to support the Healthcare Infrastructure project objectives. These initial efforts are focused on creating the project framework, understanding and setting expectations.

2.2. Define core technology architecture components required to support the overall business objectives, site planning and application road map components.

2.3. Provide guidance and leadership on strategies, technologies for consideration, and anticipated impacts associated with the strategy through project completion.

2.4. Prepare the initial working draft milestone and timeline overview outlining specific technologies to be implemented in phases of the overall master project timeline.

2.5. Provide access to subject matter experts throughout the project to consult on specific issues, design considerations, work on problem resolution, and support the overall project objectives.

2.6. Lead customer in the desktop transformation strategy.

2.7. Provide status reporting

2.8. Monitor scope described in this statement of work throughout the project and adjust if appropriate.

3. A Soarian Information Access "SIA" Production Implementation engagement allows a customer to fully realize the SIA features in the Customers production environment. The purpose of this document is to establish the mutual commitments for the production implementation between Siemens and Customer and to define the workflows that will be implemented.

3.1. Siemens Consultant will facilitate and document end-user workflow analysis:

3.1.1. Interview Customer clinical end-user populations for up to six groups (I.E. Physician, Nursing, Ambulatory) and Customer technology personnel to determine the to-be end-user workflow policy that will be implemented in the solution.

3.1.2. Consult with Customer clinical end-user populations and Customer technology personnel on advanced authentication options that are appropriate to the systems and infrastructure that is in-scope for the Customers SIA implementation.

3.1.3. Consultant will review the proposed end-user workflow, security settings and policy for the to-be solution prior to these settings and policies being applied to the production solution.

3.2. SIA Virtual Infrastructure Implementation

3.2.1. Install VM Ware View Manager Systems & View Composer

3.2.2. Create the Virtual Desktop Template(s)

3.2.3. Create Parent VM(s) for Use by View Composer

3.2.4. Deploy View Desktops

3.2.5. Installation to support up to 1500 named users and 750 concurrent within nine (9) months of project start date.

3.2.6. Consultation related to existing Citrix strategy as it relates to the SIA implementation

3.3. Install Imprivata OneSign Enterprise Single Sign On

3.3.1. Base installation

3.3.2. Profile up to twenty (20) production applications for use in the production virtual desktop implementation within the nine month period.

4. Provide SAN consultation as it relates to the VDI environment and coordinate with customer as it relates to the UCS platform.

5. UCS Infrastructure installation as necessary throughout the project to include up to three (3) Chassis & associated Blade Servers.

6. Citrix Environment Consultation

6.1.1. Review Citrix environment & provide recommendation to correct as part of a long term strategy.

7. Active Directory & Appsense Consultation

7.1.1. Provide guidance related to Active Directory.

7.1.2. Leverage Appsense to transform desktop environment and provide greater desktop management capabilities as necessary.

7.1.3. Provide framework to build upon in Active Directory

7.1.4. Review current process & provide recommendations to facilitate a better on-boarding process & off- boarding process as it relates to Active Directory.

8. Remote Access Consultation

8.1.1. Implement VMWare View Security Server if desired

8.1.2. Mobile Device Management consultation related to SIA implementation

8.1.3. Assistance in policy creation related to mobile devices

9. Implementation Consulting. The Siemens Consultant will assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.

9.1. Planning - Siemens will consult on the requirements and planning of workflow, organizational, application and technical specifications as Customer compiles its analysis, design and adaptation - Siemens will collaborate with Customer regarding the design and build of the software and use model. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.

9.2. Testing - Siemens will assist in developing testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any issues identified during testing that will impact the completion of the project.

9.3. Training - Siemens will play a consultative role in Core Training.

9.3.1. Siemens will provide recommendations and direction in Core Trainer education planning, development of Core Trainer(s) materials, and the Core Training event.

9.3.2. Provide train the trainer for up to three (3) resources on the solution architecture and function to facilitate Customers' communication and training to their end users.

9.4. Live/Post Live - Siemens will provide third level support. Customer to provide first and second level support, for all software and implementation related issues up to and including LIVE. Following the LIVE event Siemens will conduct a Turnover to Support with Imprivata and VM Ware support organizations.

9.5. Siemens will facilitate through consultation the development of workflow and end user training materials. Customer will develop, supported through consultation by Siemens, internal marketing materials, education and enrollment strategy

9.6. Complete and turn over to Customer production environment information, composite infrastructure drawings and documentation

Assumptions

1. Customer will reimburse reasonable travel and living expenses separately. Siemens will proactively work with Customer to keep these expenses to a minimum and in accordance with Siemens Travel and Living Policies.
2. Siemens will provide a monthly project updates as approved, with a minimum of reporting on activities in progress, completed efforts, next steps, issues, investments allocated to the project and remaining time.
3. Customer will install applications into virtual desktop.
4. SIA Implementation will last nine (9) months.
5. Project will not exceed 9 months and will not exceed 1,940 hours.
6. Customer will setup an enrollment station for ESSO Implementation.
7. Network stability and any remediation necessary will be the responsibility of the customer.
8. Unused estimated hours in the beginning phases of the project will be allocated for future activities where possible.
9. All work products, documents, and artifacts available from previous efforts, in progress activities, knowledge base of resources already involved in the project will be used to maximize our Siemens team and related activities.
10. No asbestos or other hazardous materials are present in the installation areas. If hazardous materials are discovered during the installation process, Siemens shall stop work in the affected area until the hazardous material is either removed or rendered harmless. The cost of removal or treatment of the materials will be Customer's responsibility.

Deliverables

Siemens will provide the following deliverables.

1. Hardware/Software Implementation to support VDI Implementation
2. Provide Enterprise Single Sign-On for 1500 users
3. Up to 750/1500 concurrent/named user VDI Implementation
4. Tap N Go Capability between desktops in VDI
5. Remote Access Capability to provide anywhere access
6. Physical Architecture Diagram of VDI Implementation

Customer Personnel

Customer will be responsible for providing the appropriate resources to complete the engagement. Customer agrees that its assigned personnel shall have the appropriate time commitment to the project, knowledge of the facility, subject matter expertise, software training, and the appropriate skill in order to complete the implementation within the stated duration. Additionally Customer personnel are responsible to communicate business needs, complete analysis, design, configuration and testing and shall develop training materials, conduct user training and provide maintenance and ongoing system support starting at conclusion of the solution delivery. Additional details about resource assignment, resource tasks and resource work effort will be reflected in the Project Work Plan, if applicable.

Summary

Professional Services Summary	Fee
Solutions Architect	$166,500
SIA/VDI Implementation	$177,600
Training Overview	$14,800
WAN Services	$23,012
TOTAL – All Services	**$381,912**

Overview

1. Siemens will provide professional services as listed below:

   1.1. Phase 1 will include the following with an estimated duration of four (4) months:

      1.1.1. San Francisco General Hospital - MobileMD.

   1.2. Estimated durations are based on a single Application in a phase with the greatest duration. Individual Application durations may vary. Reference the Customer Personnel section, Customer FTE tables for specific Application duration information.

General Implementation Provisions

2. Siemens will lead the implementation of the Applications and Custom Programming. Customer and Siemens shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of System(s) upon completion of this engagement. The methodology and its tools support the Customer and Siemens implementation team with artifacts, information and Project Workplans.

3. Siemens will utilize onsite and offsite implementation services teams during the implementation process. Siemens uses best practice experience to assign resources from each team to specific implementation tasks in a way that creates the most timely and efficient implementation process. Customer deviation from this implementation process will require use of the Change Order process and could impact project hours, dollars and overall duration.

4. During the planning phase, Siemens will review Customer provided information related to major business initiatives, such as facility or infrastructure expansion or renovation, additional technology investments, in-house re-engineering efforts, or other consulting engagements, that may affect the implementation.

5. Siemens will use a corporate design approach for the implementation that consists of standard policy, practices and data structures across the enterprise, including off-site locations.

6. Siemens scope of services includes the following unless otherwise noted herein:

   6.1. Project Leadership - Siemens will:

      6.1.1. Direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.

   6.2. Implementation Consulting - Siemens will:

      6.2.1. Assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.

      6.2.2. Consult within the planning phase on the requirements and planning of operational workflow, organizational, application and technical specifications as Customer compiles its analysis.

      6.2.3. Collaborate with Customer within the design and adaptation phase regarding design and build of the software and use of model reports. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.

6.2.4. Guide Customer during the testing phase in developing Unit Test, Integration Test and Stress/Volume testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any functional design issues identified during system tests.

6.2.5. Play a consultative role within the training phase. Siemens will provide guidance and direction in core trainer education planning and development of core trainer(s) materials.

6.2.6. Provide support and direction for software issue resolution during the live phase. Siemens will support the event as specified in the Project Workplan and in routing issues through the appropriate event tracking system. Siemens will also work to facilitate transition to Customer Relationship Support at the conclusion of the event.

Application Specific Provisions

MobileMD

7. Siemens will provide the following professional services:

7.1. MobileMD HIE Infrastructure and MobileMD Clinical Portal shall include:

7.1.1. Working with Customer to establish connectivity in both the Test and Production environments including:

- Creating a Virtual Private Network (VPN) between Customer and Siemens data center.
- Establishing Test and Production interfaces (HL7 v2.x messages over TCP/IP connections) for up to eight (8) interfaces. (The number of which will be mutually agreed to based on system limitations and message volume considerations.)

7.1.2. Receiving data from the following Sources:

- ADT
- Lab
- Micro
- Blood
- Path
- Rad
- Trans
- CCD's

7.1.3. Providing the following for each data source:

- Analysis of the data including consideration of the following:
  - Presence or absence of key fields.
  - Format of key fields.
  - Sample data in key fields.
  - Inter-relationships of fields across sources including:

- Consistency of MRNs, Account (Visit Numbers), and Physician ID's across sources.
- Consistency of Patient Demographic information across sources for Patient Matching purposes.

- Feedback of necessary changes at the Source System(s).
- Performing the following tasks to ensure the appropriate processing and display of Source Messages in the MobileMD Clinical Portal:
  - Request and load the Customer's report/result compendia into the Clinical Portal. This includes working with Customer to group and map individual result/report types into logical groups for ease of display and navigation.
  - Request and load the Customer's Provider dictionaries into the Clinical Portal.
  - Develop the Processing and Translation as necessary to display the Source System messages in MobileMD Clinical Portal.
  - Consult with Customer to identify and implement Sensitive Data filters to prevent the processing and display of message types deemed by the Customer to be sensitive or otherwise requiring special control.
  - Perform Unit Testing of the processing and translation of each data source.
  - Work with the Customer as Customer generates test messages in Source Systems for End-to-End Testing.
  - Prepare End-to-End Testing documentation for review and approval by Customer.

7.1.4. Working with Customer to deploy the interface(s) to Production and begin to populate the Clinical Portal repository. Work effort shall include:

- Work with Customer to identify Pilot Practices.
- Work with Customer to establish default configuration options for users.
- Work with Customer to verify connectivity and processing in Production.

7.1.5. Working with Customer to identify and deploy custom look and feel for the Clinical Portal which shall include:

- Colors
- Logos
- Branding
- Customer-specific URL

7.2. EMR Connections - Results/Orders shall include:

7.2.1. Providing two (2) individual EMR Connections. An EMR Connection is defined in the context of a single HIE instance and provides network connectivity between an instance of an ambulatory EMR and the MobileMD HIE instance, secured by an IPSEC VPN to ensure compliance with HIPAA security requirements. (Note: Many Ambulatory EMR vendors offer "Hub" technology, which enables MobileMD to connect to a single HUB and on-board many distinct practices using multiple instances of the same Ambulatory EMR. In such cases where MobileMD can connect to the HUB, the connection to the HUB will constitute a

single EMR connection and subsequent practices subscribing to the HUB will not count as additional EMR Connections.) A purchased MobileMD EMR Connection is designed and implemented to facilitate/provide one or more of the following information exchange features:

- Receipt of HL7-based Results and Reports originating in the Health System, another connected EMR, or some other participant in the HIE provided the Ambulatory EMR is capable of processing such reports.
- Transmission of HL7-based Orders for processing by a Health System Lab Information System, Radiology Information System or equivalent provided the Ambulatory EMR is capable of originating such Orders and the Health System is capable of processing such Orders upon origination by the EMR.

7.2.2. Providing the following services for each EMR Connection:

- Working with the Practice to establish connectivity in both the Test and Production environments including:
  - Creation of Virtual Private Network (VPN) between Practice and Siemens data center.
  - Establishment of Test and Production interfaces (HL7 v2.x messages over TCP/IP connections) the number of which will be mutually agreed to based on system limitations and message volume considerations.
- Performing the following tasks to ensure the appropriate processing and display of Source Messages in the Practice EMR:
  - Provide the Customer's report/result compendia to the Practice as required by the EMR. Siemens will work with Practice to group and map individual result/report types into logical groups for ease of display and navigation as required by the EMR.
  - Develop the Processing and Translation as necessary to display the Source System messages in Practice EMR.
  - Perform Unit Testing of the processing and translation of each data source.
  - Prepare End-to-End test messages specific for the Practice EMR using the Test Bank developed for the Clinical Portal.
  - Conduct End-to-End testing in conjunction with the Practice and the EMR Vendor.
  - Prepare End-to-End Testing documentation for review and approval by Customer and the Practice.
- Working with the Practice to establish an Orders interface to support Orders workflow with the Health System or some other HIE participant.
- Working with the Practice to deploy the interfaces to Production and begin to transmit the source messages to the Practice which includes:
  - Configuring the Practice in the MobileMD HIE.
  - Working with the Practice to select and establish configuration options for the Practice..

7.3. EMR Connections - CCDs shall include:

7.3.1. Receipt of Documents or CCDs using IHE based profiles, provided the Ambulatory EMR is capable of processing such Documents. Methods include

XDS (Cross Document Sharing), Query and Retrieve and Direct XDR (Cross Document Routing) messaging.

7.3.2. Transmission of CCDs, or other Documents to the HIE via HL7 v2 messages, IHE XDS. Provide and Register, or Direct XDR Messaging, provided the Ambulatory EMR is capable of such transmission.

7.4. MobileMD Patient Portal shall include:

7.4.1. Providing consultative services related to the establishment of Governance documents for use of the MobileMD Patient Portal.

7.4.2. Providing consultative services for the development of the patient provisioning workflow provided by the MobileMD Patient Portal.

7.4.3. Configuring the Clinical Portal to include the Patient Portal features.

7.4.4. Configuring the MobileMD Patient Portal at the Customer direction as follows:

- Providing links to Health System or public web sites.
- Providing branding (logos, colors, text) to the MobileMD Patient Portal logon page.
- Providing specific "Contact Us" page for the MobileMD Patient Portal.
- Providing specific Secure Messaging form for MobileMD Patient Portal.

7.4.5. Providing training for Hospital-based users responsible for patient provisioning.

7.4.6. Providing train-the-trainer training for patient use of the MobileMD Patient Portal.

7.4.7. Providing a specific user guide for the MobileMD Patient Portal.

7.4.8. Working with customer to promote the MobileMD Patient Portal to production use.

Professional Services

Siemens scope of work for the engagement will be performed on a Fixed Fee basis.

Attachment 7
PART VI
MANAGED SERVICES SUPPLEMENT

1. **MANAGED SERVICES SCOPE**. Customer hereby engages Siemens and Siemens agrees to perform the Help Desk and server management services outlined below and more fully described in the Service Level Addendum attached hereto as Attachment 1 to this Supplement.

1.1 Siemens shall:

1.1.1 Develop and manage the Information Services Department enterprise Help Desk and associated reporting.
1.1.2 Establish or define, as necessary, standards and procedures for operational elements associated with the Help Desk.
1.1.3 Provide Help Desk Services 24 hours per day, 7 days per week, 365 days per year.
1.1.4 Manage up to 680 events per month related to supporting Customer's eCW and CPOE systems.

1.2 Customer shall:

1.2.1 Hold regularly scheduled meetings with Siemens to review Help Desk operations.
1.2.2 Approve requests for service.

2. **MANAGED SERVICES TERM**. This Supplement and its attachment shall be effective 60 days after the Amendment Effective Date of the System Enhancements Attachment that added this Supplement to the Agreement ("Service Commencement Date") and shall continue for 24 months ("Managed Services Term").

3. **MANAGED SERVICES FEES**. Siemens shall perform certain startup activities related to the Help Desk software and hardware implementation and training ("Transition Services"). Customer shall pay Siemens for these Transition Services which is included in the Fixed Monthly Fee of $7,785 per month for the Managed Services, which shall be due and payable monthly in advance on a pro rata basis. Customer shall pay Siemens the first monthly Managed Services Fee on the first day of the calendar month preceding the Service Commencement Date (or, if the Service Commencement Date is the first day of a calendar month, shall pay that fee on the Service Commencement Date), and shall pay each subsequent monthly payment on the first business day of each month thereafter. The Fixed Monthly Fee shall be treated as a Recurring Fee as that term is defined in the Agreement.

4. **CHANGE ORDER PROCESS**. The parties agree that during the Managed Services Term, there will be an ongoing need to modify the scope of the services, and other items to be delivered hereunder as well as modify the Deliverables and the parties' respective responsibilities. These changes shall be defined as "Change Orders". Change Orders will be jointly recommended by the parties and must be approved by Customer and Siemens using the Change Order Form attached as Appendix C to the Service Level Agreement. The parties acknowledge that Change Orders may affect Managed Services fees and expenses.

Attachment 1 to Managed Services Supplement
HELP DESK SERVICE LEVEL ADDENDUM-2012

1. **INTRODUCTION.** This Service Level Agreement ("SLA") describes the services and processes Siemens will provide pursuant to the System Enhancements Attachment. While the contractual terms and conditions relating to those services are defined in the System Enhancements Attachment, the details of the services are described in this SLA and have an effective date of 60 days from Amendment Effective Date.

Siemens and Customer will review this SLA at least once each calendar year to determine if any changes are needed to the scope and level of the managed services for Customer's information technology environment. Although the renewal schedule is subject to change at the discretion of Customer should an earlier review be requested, the annual SLA review will occur in April, to be effective beginning July 1 of each year, to coincide with the Customer's annual budgeting process.

Siemens will provide Customer's CIO with a monthly report on the performance standards identified in this SLA. Siemens will initiate a root cause analysis if any service level falls short of the agreed upon performance standard. After the root cause analysis, Siemens will provide Customer with a written report identifying and defining the reasons for not meeting a performance standard. A remediation plan defining the corrective action plan with timeframes for resolution will be implemented and compliance monitoring will be initiated to monitor the plan.

2. **FOUNDATION SERVICES.** Foundation Services are Siemens standard solutions that are common across all service delivery lines. These solutions are the methodologies, tools and techniques, and underlying principles by which Siemens aims to provide measurable, consistent, high quality service.

2.1 **Event Management.** Event Management Methodology is the standard practice that defines processes and workflow for initiating and tracking all Customer IT service requests. The Event Management Methodology provides a structure for the prioritization, assignment, escalation, and resolution of end-user requests and is supported by tools and metrics.

3. **HELP DESK SERVICES.** Help Desk Services provides Customer with a centralized Help Desk across the healthcare enterprise for Customer's end-user information technology needs. Help Desk aims to provide a single point of contact for all end-user computing needs in an effort to reduce end-user uncertainty and streamline internal collection and dissemination of information to internal support providers. Help Desk Services is responsible to resolve as many events as possible on initial contact with the end-user. The Help Desk Service will use the Siemens Managed Services Event Management Methodology as the standard for processing all events, which includes Issue Management, Problem Management, Request for Service Management, and Knowledge Management.

3.1 **Scope of Services.** In accordance with the responsibilities set forth in Appendix B, Help Desk Responsibilities Matrix, Siemens will provide Help Desk Services with the goal of managing the documentation, prioritization, escalation, and final disposition of all IT events. The assignment of these specific tasks to Siemens in Appendix B, supersedes the Support Exhibit in the Agreement to the extent those tasks now assigned to Siemens were described as Customer responsibilities. Siemens will provide the following to meet its responsibilities for Help Desk Services:

3.1.1 Provide Help Desk Services throughout the term of this Service Agreement in a manner that meets or exceeds the applicable services as defined in Appendix A – Service Level Specifications.

3.1.2 Provide up to 680 events per month will be recorded and managed through to their final disposition.

If the average number of events is 10% more than or less than the base number for a period of three continuous months, the base number will be adjusted in accordance with Appendix C – Change Order Process.

Appendix A (to Attachment 1 to Managed Services Supplement) – Service Level Specifications

Siemens will provide services throughout the term of this Service Agreement in a manner that meets or exceeds the applicable Service Level Specifications. These Service Level Specifications are identified as follows:

Legend:

HD Help Desk Services

Ref	Service Level	Business Objective	Performance Standard	Exceptions	Assumptions	Stabilization Period	Measurement Formula	Meas. Reporting Period	Data Source(s)	Baseline Method & Period	Owner
G3	Event Final Disposition (All service lines)	To determine whether all events within Customer's environment are brought to their final disposition in a timely and orderly manner such that end-users may resume their duties as quickly as possible			HD is single point of contact for all IT events Customer participates in the ongoing education and marketing of the HD process	60 days post-live of Help Desk Services	Total problems resolved within x divided by total problems resolved during the month (all priorities) Total RFS Fastpaths completed within x divided by total RFS Fastpaths completed during the month	Monthly	GEMS	Initial Customer data.	HD Mgr.
HD 1	Speed To Answer	The Help Desk will answer incoming calls from end-users without waiting an unreasonable length of time	80% of all answered telephone calls will be answered (responded to) within 30 seconds	LIVE events of major product implementations	HD is single point of contact for all IT events. Customer participates in the ongoing education and marketing of the HD process	30 days post-live of Help Desk Services and major product implementations	Total Calls Answered within 30 seconds divided by Total Calls Answered	Monthly	Genesys CTI system	Initial Customer data.	HD Mgr.

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Ref	Service Level	Business Objective	Performance Standard	Exceptions	Assumptions	Stabilization Period	Measurement Formula	Meas. Reporting Period	Data Source(s)	Baseline Method & Period	Owner
HD 2	Call Abandonment Rate	Calls will be received by a Help Desk Analyst (after selecting the Integrated Voice Response-IVR Option) before the call is terminated by the end-user	Less than 10% of all offered calls are abandoned after 30 seconds	LIVE events of major product implementations	HD is single point of contact for all IT events Customer participates in the ongoing education and marketing of the HD process	30 days post-live of Help Desk Services and major product implementations	Total Abandon Calls over 30 seconds divided by Total Calls Presented	Monthly	Genesys CTI system	Initial Customer data.	HD Mgr.
HD 3	First Contact Resolution Rate	The Help Desk will resolve issues and problem events on first contact with the end-user	The Help Desk on initial contact from the Customer end-user resolves 90% of all qualified events		HD is single point of contact for all IT events Customer participates in the ongoing education and marketing of the HD process	60 days post-live of Help Desk Services	Total Issues divided by Total Issues plus Total Problems denoted as 1st Level Resolvable	Monthly	GEMS	Initial Customer data.	HD Mgr.

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Appendix B (to Attachment 1 to Managed Services Supplement) – Responsibilities Matrices

Help Desk Responsibilities Matrix

Ref.	Service Responsibility	Siemens	Customer
Help Desk Services			
1	Provide and maintain a single point of contact for the reporting of all end-user events.	X	
2	Provide multiple controlled entry methods for end-users to report new events.	X	
3	Provide a toll free number to forward the single local extension for all Customer end-users to report events.	X	
4	Provide an automated telephone menu of options to simplify the call management process.	X	
5	Provide the IT Department with a separate "back door" telephone number for internal IT departmental communications with the Help Desk.	X	
6	Provide and administer the Global Event Management System (GEMS) for use by specified resources and applicable supporting policies and procedures.	X	
7	Train Help Desk personnel on standard operating procedures and IT subject matter.	X	
8	Provide service in a professional and efficient manner.	X	
9	Maintain the Help Desk Operations Policy and Procedure Manual in support of the Siemens Managed Services Event Management Methodology.	X	
10	Work with IT Management to document the IT policies and procedures for the support process.	X	
11	Create and implement a Marketing Plan to provide end-user education on Help Desk Services.	X	X
12	Require end-users follow documented IT policies and procedures, as agreed, before contacting the Help Desk.		X
13	Document whether end-users are following documented IT policies and procedures prior to contacting the Help Desk.	X	
14	Provide a site liaison to work with the Help Desk in the ongoing delivery of the service.		X
15	Require end users to place all events with the Help Desk. Those events that are discussed directly between the end-user and a vendor, including Siemens, will not be recorded or managed by the Event Management process.		X
16	Provide end-user training to meet baseline proficiency for standard productivity tools being deployed (i.e. Spreadsheet, Word Processing, Office Suite, email, etc...)		X
17	Provide a business or departmental owner (Super-user) to partner with the IT staff to efficiently and effectively use the technology within the department. The business or departmental owner will be the chartered focal point for training, documentation review and distribution, and for proactive planning, upgrading, and enhancing departmental systems in conjunction with the IT department.		X
Event Management Services			
18	Facilitate 100% event recording and management.	X	
19	Validate end-user demographics with each interaction.	X	
20	Provide end-users with the event ID upon opening Problem or Request for Service (RFS).	X	
21	Assign the appropriate priority to the Problem event according to standard definitions as specified in the Event Management Methodology policies and procedures.	X	
22	Facilitate proper classification and assignment of all events.	X	

Ref	Service Responsibility	Siemens	Customer
23	Manage escalations according to specifications detailed in the Event Management Methodology policies and procedures.	X	
24	Maintain GEMS on-call schedule for all appropriate Assign to Groups.	X	
25	Contribute to the Help Desk Routing Matrix, which provides routing assignments by application, component, or other.	X	X
26	Contribute to the Help Desk knowledge base, which provides resolution to repetitive problems by the creating - of reusable knowledge.	X	X

Appendix C (to Attachment 1 to Managed Services Supplement) – Change Order Process

The change order process will be the mechanism for accounting and implementing service changes to the Service Level Agreement. The change order as part of the SLA review process is the mechanism that will also alter performance standard measures. The Siemens will initiate the change order Process when the existing terms and conditions contained within either the System Enhancements Attachment or Service Level Agreement no longer accurately reflect the services being rendered by the Siemens Managed Services IT organization. Only after all signatures have been obtained and the change order is complete may the services identified in the change order proceed.

Sample Change Order Request Form

Identification Information	
Change Title:	**Recipient Entity/Dept:**
Change Order #:	**Change Order Category:**
Originator:	**Change Order Effective Date:**
Change Order Category	
Software ☐ **Service** ☐	**Technology** ☐ **Telephony** ☐
Change Order Description:	
Analysis Information:	
Business Justification:	
Change Order Cost	**FMT Required:** ☐
Reduction of	**FMT Completed:** ☐
Increase of	
Approval	

Appendix D (to Attachment 1 to Managed Services Supplement) – Glossary of Terms

Business Day – A business day is defined as Monday through Friday, excluding national and local holidays, and is calculated based on nine (9) hours.

Change Order Process – The process and authority to be used for all changes that are made that have a significant impact on the terms and conditions of the contract or Service Level Agreement between Managed Services/IT and the Customer.

Compliance Monitoring – Monitoring to determine whether a remediation plan for a particular service level specification is working.

End-User – (1) A person that uses an information system for the purpose of data processing in information exchange. (2) A person whose occupation requires the use of an information system but does not require any knowledge of computers or computer programming.

Event – A help desk occurrence, which requires action on the part of IT to complete or resolve an end-user request.

Global Event Management Systems (GEMS) – The Siemens-customized Event Management System powered by Remedy and used to track and manage help desk events.

Help Desk – Dedicated centralized resources that provide technical and functional problem-solving services and follow-up to system end-users.

Issue – Request that is resolved by the Help Desk on the first contact with the end-user.

Pending Status – The status of an event when further action is contingent upon a customer or a third party vendor task.

Performance and Escalation Management - the formal methodology by which Siemens manages all Help Desk Events.

Priority 1 – Urgent - Problems that have a direct and immediate bearing on the delivery of patient care or financial outcome; problems that arise when hardware, software, network, or applications cause a disruption to the normal business activity of an entire department or work group; problems that require immediate escalation and response.

Priority 2 – Serious - Problems that arise when the normal activities of individuals within a department or work group are disrupted.

Priority 3 – Important - Problems that arise that are not immediately disruptive to normal work activities, departments, or work groups, or a work-around exists, but requires resolution.

Problem – occurrence based on a source of trouble or disruption to service. Problems are generally not resolvable by the Help Desk and are assigned to the appropriate second-level resource to resolve.

Project – A form of service that requires a structured governance process including rules for assessment, approval, and prioritization. Projects typically encompass at least one of several attributes: (1) resource intensive, (2) high cost, (3) high impact or risk, or (4) large in scope or size. There are two classifications of projects:

General Project – a development request that meets the following criteria:

1. Requires less than forty (40) staff hours to complete including assessment time.
2. Requires a minimal assessment to be performed prior to initiating work.
3. Requires that work be initiated based upon RFS approvals and prioritization.

Tactical Project – a development request that meets the following criteria:

1. Requires forty (40) or more staff hours to complete including assessment time.
2. Requires a full assessment to be performed prior to initiating work.
3. Requires the mutually agreed upon IT Governance process be followed for approval and prioritization.
4. Requires that a Project Manager be assigned.

Qualified Events – An incoming event that pertains to a supported item that is within the control of the Help Desk to resolve. It does not include systems/ applications/ components that are determined to be dead, down, or failed, or not accessible to the Help Desk for Customer-specified reasons, nor does it include those events that fall outside the Help Desk control process.

Remediation Plan – action taken to correct noncompliance of a performance standard.

Request for Service (RFS) – Request that makes something more acceptable or brings nearer to some standard.

- **Request for Service (RFS) Fastpath** – A support request that adds value by improving technology or the use of technology that includes maintenance, data administration, enhancement, IMACs and installations/implementation and conversion. The Fastpath RFS requires less than 8 hours of effort to complete.
- **Request for Service (RFS) General Project** – See "Project – General".
- **Request for Service (RFS) Tactical Project** – See "Project – Tactical".

Root Cause Analysis - the process of evaluating, assigning, and measuring root causes.

Service Level Agreement (SLA) – A dynamic, formal document that defines services and deliverables provided by Managed Services in an agreement. Standards and maximum level of effort are included in measurable terms that enable monitoring of performance in meeting service levels. Both Customer and Managed Services/IT responsibilities are defined. The document is reviewed annually.

Stabilization Period – The mutually agreeable, post transition timeframe where the IT processes stabilize under Siemens management.

Support - the functions required to maintain the functionality and operability of the defined production IT environment, including:

- Issue & Problem Management-Activities required to repair or fix a fault, problem, or inaccuracy in the function of a software program or technology component, and any proactive measures required to prevent such a fault, problem or inaccuracy.
- Request for Service Fastpath Management-Maintenance or any changes related to application parameters including masterfile maintenance, profile maintenance, and security administration.
- Fix-related updates, upgrades, or releases[3]

Update - any vendor-supplied update or upgrade to a software program that improves or corrects such program (such as a version, software patch or other fix), other than a Project, and related work.

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[3] If additional feature/function is associated with this effort, the effort expended to add the feature/function shall be considered a project.

Composed for: City and County of San Francisco

Technology Bid

Composed for: City and County of San Francisco
Date Composed: May 8, 2013

NOTICE

This Offer is valid for 90 days from the generation date. The prices offered are based on the total package presented below, changes in the package configuration may result in changes to the prices listed below and may also change Application implementation fee estimates. Please consult your Siemens equipment sales representative for further details.

Siemens Pharmacy V24.3
Tracking Code# 130508MW0400B

Qty	Siemens ID#	Hardware and 3rd Party SW - One Time Fee		Extended Price
1	7678803	Siemens Pharmacy Application/Database Server		$42,152
			Total	**$42,152**

Qty	Siemens ID#	Hardware and 3rd Party SW - Annual Fees[4]	
1	7602902	Intersystems Annual Maintenance Intersystems Fee based on 125 Cache Elite SS Lic	$12,594

Details of Bid Include:

Application/ Database Server

- 96 InterSystems Cache' Elite Single Server Licenses – will be added to the existing 29 licenses for the total requirments of 125

Intersystems Annual Maintenance:

- Technical Assistance
- Software Updates

[4] This fee replaces (is not in addition to) the existing Intersystems maintenance fee

Technology Bid

Customer: City & County of San Francisco
Date: May 3, 2013

Notes:

- This offer is valid for 60 days.
- Microsoft media must now be downloaded from: https://eopen.microsoft.com/EN/default.asp. Call the Microsoft Hotline at 800-248-0655 for details.
- External Storage requirements are not included. A SAN will need to provide storage requirements. This bid includes the server components, including fibre channel host adapters to connect to the customer's SAN. The customer should ensure that the host adapters included in this bid are compatible with the SAN.
- Oracle and other third party software licensing is included in the application licensing fees.
- This Technology Bid does not include all potential components required for OR Management/Anesthesia Management. Please refer to the Schedule 1 for all hardware and third party software requirements.

OR Management/Anesthesia Management by SIS V5.05
Tracking Code# 130514KO1100B-OR-HP

Qty	Siemens ID Number	Equipment and Third Party Software - One Time Fees	Extended Price
2	07680411	Interface/Print Servers	$16,534
2	07680411	SIS Web/Analytics Servers	$16,534
2	07680411	SIS Communications Servers	$16,534
1	07680411	SIS COM OR Server	$8,267
1	07680411	Citrix Server	$29,079
2	07680411	Database Servers – Up to 30 ORs	$18,640
1	07657427	System Rack w/Console	$6,477
		Total - One Time Fees:	$112,065

Details of Bid include:

Interface/Print Servers

Two Servers, one Production, one Test/Training, No Load Balancing with the following:
Equipment:

- HP DL360p G8 Server
- (2) Intel Xeon E5-2640 2.5GHz 6-core Processor
- 32GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (4) 146GB 15K SAS Hard Drive
- HP 4-port 1Gb Ethernet Adapter
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License

SIS Web/Analytics Servers

Two Servers, one Production, one Test/Training, No Load Balancing with the following:
Equipment:

- HP DL360p G8 Server

- (2) Intel Xeon E5-2640 2.5GHz 6-core Processor
- 32GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (4) 146GB 15K SAS Hard Drive
- HP 4-port 1Gb Ethernet Adapter
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License

SIS Communictions Servers

Two Servers, one Production, one Test/Training, No Load Balancing with the following:

Equipment:

- HP DL380p G8 Server
- (2) Intel Xeon E5-2640 2.5GHz 6-core Processor
- 32GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (4) 146GB 15K SAS Hard Drive
- HP 4-port 1Gb Ethernet Adapter
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License

SIS COM OR Server

Equipment:

- HP DL360p G8 Server
- (2) Intel Xeon E5-2640 2.5GHz 6-core Processor
- 32GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (4) 146GB 15K SAS Hard Drive
- HP 4-port 1Gb Ethernet Adapter
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License

Citrix Server

Equipment:

- HP DL360p G8 Server
- (1) Intel Xeon E5-2640 2.5GHz 6-core Processor

- 16GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (4) 146GB 15K SAS Hard Drive
- HP 4-port 1Gb Ethernet Adapter
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License
- (60) Microsoft Windows Remote Desktop Services 2008 R2 Client Access License
- (60) Citrix XenApp Enterprise Licenses with 12 Months Subscription Advantage

Database Server – Up to 30 ORs

Two Servers in an active/passive cluster with the following:

Equipment:

- HP DL380p G8 Server
- (2) Intel Xeon E5-2640 2.5GHz 6-core Processor
- 32GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (2) 146GB 15K SAS Hard Drives
- HP 4-port 1Gb Ethernet Adapter
- Single Port Gigabit Ethernet NIC w/Crossover cable
- (2) QLogic Single Port 8Gb Fibre Channel HBA
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License

System Rack w/Console

One rack with the following:

Equipment:

- HP 642 1075mm Shock Intelligent Series Rack
- 1U 17" Flat panel Monitor and keyboard Kit
- 16-Port Console Switch w/cables
- (3) 24a high voltage PDU kits. Each contains one Control Unit with four Extension Bars (Req. (3) Customer-supplied NEMA L6-30R receptacles)
- 3 Year 24X7, 4 Hour Response Time Equipment Maintenance
- Rack Integration

Technology Bid

Customer: City and County of San Francisco
Date: May 1, 2013

Notes:

- This order is valid for 60 days.
- Contact us: csgtechquotes.healthcare@siemens.com, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Imprivata – Phase 1

Tracking Code: 130501PT1530

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
2400	07680411	OneSign SSO/AM License	$83,745
2400	07680411	OneSign SSPW Management License	$18,383
2400	07680411	OneSign VDA License	$23,489
1	07680437	OneSign Annual Premium-V Maintenance for Three Years	$105,165
1	07680411	OneSign Additional Virtual Appliance	$1,895
1	07680411	OneSign 5-Day Certification - Course Fee	$11,806
		Total One-Time Fees:	**$244,483**

Technology Bid

Customer: City and County of San Francisco
Date: May 1, 2013

Notes:

- This order is valid for 60 days.
- Contact us: csgtechquotes.healthcare@siemens.com, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Imprivata – Phase 2

Tracking Code: 130501PT1540

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
2100	07680411	OneSign SSO/AM License	$73,277
2100	07680411	OneSign SSPW Management License	$16,085
2100	07680411	OneSign VDA License	$20,553
1	07680437	OneSign Annual Premium-V Maintenance for Three Years	$92,019
		Total One-Time Fees:	**$201,934**

Customer: City and County of San Francisco
Date: May 1, 2013

Notes:
- This order is valid for 60 days.
- Contact us: csgtechquotes.healthcare@siemens.com or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Imprivata – Phase 3

Tracking Code: 130501PT1550

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
2000	07680411	OneSign SSO/AM License	$69,788
2000	07680411	OneSign SSPW Management License	$15,319
2000	07680411	OneSign VDA License	$19,574
1	07680437	OneSign Annual Premium-V Maintenance for Three Years	$87,638
		Total One-Time Fees:	**$192,319**

Attachment 9
CHS SIS Responsibilities

The Responsibility Matrix indicates which party is responsible for the identified activity or task.

Data Center & Technology Services	Responsibility Owner
Datacenter	
Provide environment control (air conditioning, humidity and pressure, fire prevention, alarm systems, uninterruptible power supply, access control infrastructure and housekeeping activities) at the Siemens ISC.	Siemens
Installations, Moves, Adds and Changes	
Install additional approved data center devices.	Siemens
Conduct performance and functional testing on new hardware.	Siemens
Adjust configuration options as required for installation.	Siemens
De-install and remove displaced hardware as required.	Siemens
Procure Hardware and Operating System (OS) Software	
Schedule and perform hardware activity in accordance with mutually agreed upon change control procedures.	Siemens
Schedule and perform OS software activity in accordance with mutually agreed upon change control procedures.	Siemens
Track all approved hardware requests.	Siemens
Track all approved OS software requests.	Siemens
Evaluate and acquire approved hardware.	Siemens
Evaluate and acquire approved OS software.	Siemens
Hardware Warranty/Maintenance Management	
Maintain eligibility for third party Siemens ISC hardware warranties, to the extent offered by vendor.	Siemens
Detect or receive notice that hardware repair/maintenance is required.	Siemens
Resolve or coordinate with third-party vendors to resolve hardware problems.	Siemens
Proactive Hardware and Software Monitoring	
Provide and implement monitoring processes and/or tools for hardware.	Siemens
Perform proactive hardware fault detection and diagnostic procedures for hardware.	Siemens
Provide and implement monitoring processes and/or tools for Operating System software, Third Party software, Citrix and application software	Siemens
Backup, Archiving and Restores	
Perform backups as scheduled or on demand.	Siemens
Perform system level data restore / data recovery as required.	Siemens
Perform application level restore/recovery as required	Siemens

Data Center & Technology Services	Responsibility Owner
Provide technical support for backup and archive process.	Siemens
Production Control and Job Management	
Develop, document and maintain procedures for monitoring and scheduling of critical processes, subject to change control procedures when a new scheduling system, application or process is added.	Siemens
Provide job-scheduling requirements.	Siemens
Maintain the job schedule.	Siemens
Resolve all problems regarding job execution in accordance with the problem management procedures and documentation provided by Customer.	Siemens
Systems Programming	
Operating System (OS) maintenance/upgrades	Siemens
OS Patch maintenance/upgrades applied within mutually agreed upon timeframe	Siemens
Third Party Software, OS tools, Citrix software maintenance/upgrades	Siemens
TCP/IP administration, maintenance/upgrades	Siemens
Application Support	
Application-level support	Customer
Administer LAN accounts (add, changes, deletes)	Customer
Application software maintenance/upgrades	Customer
Perform application software change control for user security, access control, and user education	Customer
Application file level restores	Customer
Data base Administration	
Monitor database availability and connectivity	Siemens
Monitor Alert logs	Siemens
Monitor number of Oracle processes against max	Siemens
Monitor Database and Archive Log backup jobs	Siemens
Monitor Ability of Table spaces to extend and listener logs	Siemens
Manage alert log, trace files, and other log files	Siemens
Response and Follow-up to any generated alerts	Siemens
Rebuild indexes	Siemens
HW / SW Failures (Database corruption/recovery)	Siemens
Tuning of the Shared Pool and Buffer Cache Memory Structure	Siemens
Optimize Sort Operations (memory only sorts)	Siemens
Monitor and resolve latch and lock contention problems	Siemens
Generate Monthly Status Reports for Prod Databases	Siemens
Installations and Upgrade to New versions	Siemens
Operating system related issues (not supported) – work Windows system administrators to identify system-related Oracle issues and enhancements.	Siemens
Identify and resolve storage related issues	Siemens
Rollback Segment Tuning (System manages rollback segs in 10g/11g)	Siemens

Data Center & Technology Services	Responsibility Owner
Examine the execution plan and identify the access path for a SQL statement (Application related)	Siemens
SQL Tuning (Application related)	Siemens
Assess the efficiency of SQL statements using the SQL Trace facility (Application related)	Siemens
List options to enhance performance across different application environments (Application related)	Siemens
Backing up to tape or other media. If the databases backups are created on to the disks, then it is the responsibility of the customer to copy these backups to the appropriate tape or other media for disaster recovery purposes using appropriate tools.	Siemens
Storage Management	
Provide adequate storage space requirements as per contractual commitments.	Siemens
Mount, dismount, initialize and manage storage media as required or requested by Customer.	Siemens
Monitor monthly utilization of storage usage	Siemens
Initiate requests for storage resource increases and decreases.	Siemens
Provide to Siemens, annually, anticipated storage space requirements for the coming year.	Siemens
Application Disk Space Administration	
Maintain application files	Siemens
Document all changes to configurations and installations.	Siemens
Performance and Capacity Monitoring	
Monitor resource utilization performance reporting (CPU, disk and tape).	Siemens
Perform system performance tuning.	Siemens
Provide project requirements and prepare a resource requirements forecast report on an annual basis.	Siemens
Tape (or alternative media) Operation	
Respond to all tape (or alternative media) mount requests	Siemens
Identify all tapes (or alternative media) to support the tracking of the physical media utilizing supplied tape management system.	Siemens
Monitor tape (or alternative media) hardware for problems and malfunctions.	Siemens
Print and Distribution	
Provide technical support in meeting print requirements.	Siemens
Define print and distribution requirements.	Customer
Document and maintain distribution schedules and requirements.	Customer
Distribute reports and documentation as scheduled.	Customer
Define and create print forms as requested.	Customer
Approve print forms.	Customer
Hardware Inventory	

Data Center & Technology Services	Responsibility Owner
Maintain an inventory, recording changes as devices are installed and removed, and maintain an accurate database and reporting.	Siemens
Provide inventory reports as required.	Siemens
Operating Software Inventory, Licensing and Release Management	
Track software assets and licenses.	Siemens
Provide software inventory reports, as required.	Siemens
Approve software new releases and upgrades subject to change control procedures.	Shared
Install, upgrade, customize and maintain system software products (performance tools, utilities, etc.).	Siemens
Hardware Support	
Provide hardware maintenance support for all Siemens-supported environments.	Siemens
Approve hardware upgrade plan.	Shared
Install and configure hardware in accordance with change control procedures.	Siemens
Schedule and coordinate hardware maintenance in accordance with the hardware manufacturer maintenance procedures, change control procedures or as otherwise necessary to provide the services at the Service Levels.	Siemens
Track and log all hardware maintenance activities.	Siemens
Security	
Maintain Active Directory	Customer
Maintain security system file allocation	Customer
Define security rules	Customer
Apply security rules – Active Directory	Customer
Reset user passwords	Customer
Disaster Avoidance and Recovery	
Avoidance, excluding Hot Site	Siemens
Business Continuity Plan Development	Customer
Provide and update Backup and Recovery procedures for system and application data backups	Siemens
Ensure system and application data backups are executed as scheduled	Siemens
Document offsite tape vaulting procedures for system and application data backups	Siemens
Ensure offsite tape vaulting procedures for system and application data backups are executed regularly	Siemens

Attachment 10 - Updates to Exhibit D - Schedule 1

Customer: CITY & COUNTY OF SAN FRANCISCO

Date: May 10, 2013

Applications	Release
Soarian HIM - Automated Scanning Management - Completion Management	24.09

Tracking Code: 130510LH0926

Customer Statistics

Annual Inpatient Admissions	35,500
Annual Outpatient Visits	430,000
Annual ER Visits	73,000
Annual Outpatient Surgeries	3,350
Financial System	Invision
Base and Patient Financial Services (PFS)	
Total Number of Soarian Clinical Scanned Pages Per Year	3,550
Number of Electronically Transferred Pages Per Year for Soarian Clinicals	19,157,807
Number of Electronically Transferred Pages Per Year for Soarian Clinicals Emergency Dept.	0
Number of KB for 80% of the Electronically Transferred Soarian Pages	6
Number of KB for 20% of the Electronically Transferred Soarian Pages	100
Automated Scanning Management	
Number of Scanned Pages Per Year	5,300,400
Number of Electronically Transferred Pages Per Year	3,061,439
Number of KB per Scan Page	60
Number of KB for 30% of the Electronically Transferred Pages	40
Number of KB for 70% of the Electronically Transferred Pages (Assumed Centralized Scanning)	6
Number of Concurrent Production Automated Scanning Management Workstations	
Number of Automated Scanning Management Scan Workstations	6
Number of Automated Scanning Management Reader Workstations	3
Number of Automated Scanning Management Verify Workstations	6
Number of Automated Scanning Management Batch Distribution Workstations	1
Number of Automated Scanning Management High-Speed Scanners Required	6
Retentions for Base/PFS/Automated Scanning Management/Completion	

Number of Months of Retention for Audit Database	3

Minimum Equipment and Third Party Software Requirements:

ASP Storage Allocation

- Base Storage allocation: 3,744 GB
- The Base Storage allocation will support approximately 24 months of data plus any identified backloaded data.
- Annual Storage allocation: 1,867 GB

EDM ASP Workstation - Base and Patient Financial Services

Required Equipment:

- 1.4GHz Intel Processor
- Network Interface Card
- 17" Monitor, 19" Monitor for Scanning; Dual Monitors for Pharmacist Workstations
- Keyboard and Mouse
- DVD-ROM
- 2GB RAM
- 16GB of Available Disk Space
- TWAIN compliant Scanner - Required for workstations used for scanning
- Fax Board - Required if using On-Demand Send

Required Third Party Software:

- Microsoft Windows XP Professional or Windows 7 (32 or 64 bit)
- Microsoft Windows Server 2003 or 2008 Client Access Licensing
- Microsoft Internet Explorer 8 or 9 with XML parser
- Adobe Reader 9.1.2 or X

Automated Scanning Management Workstation - Scan/Verify

Required Equipment:

- 1.0GHz Intel Processor
- 100Mb Network Interface Card
- 17" Monitor
- Keyboard and Mouse
- DVD-ROM
- 1GB RAM
- 2GB of Available Disk Space
- 32MB Video Adapter Card
- TWAIN or Kofax Compliant Scanner

Required Third Party Software:

- Microsoft Windows XP Professional
- Microsoft Windows Server 2003 or 2008 Client Access Licensing
- Microsoft Internet Explorer 7 or 8 with XML parser
- Microsoft SQL Server 2008 Client Access Licensing - Required when Microsoft SQL Server/CAL licensing model is used.
- Microsoft Access 2007 - Required for workstations running Scanning Reports
- Autonomy Teleform Licensing

Fax/Auto-Document Routing/Email to Patient (PHR) Server

Required Equipment:

- Intel Server with (1) 3.0GHz Processor Core

- 100Mb Network Interface Card
- Monitor, Keyboard and Mouse
- DVD-ROM
- 4GB RAM
- (2) 146GB SAS Hard Drives, RAID 1
- Brooktrout 4-Port Fax Board supported by Esker or 4-Port BISCOM Faxcomm

Required Third Party Software:
- Microsoft Windows Server 2003 (32 or 64 bit) or 2008 R2
- Esker Fax V5.0 Workgroup Licensing for 4 Lines or BISCOM Faxcom

Automated Scanning Management Application/Database Server

Required Equipment:
- Intel Server with (2) 2.0GHz Xeon Processor Cores
- 1000Mb Network Interface Card
- Monitor, Keyboard and Mouse
- DVD-ROM
- 4GB RAM
- (3) 72GB 10,000 RPM SAS Hard Drives, RAID 5

Required Third Party Software:
- Autonomy Teleform Licensing
- Microsoft Windows 2003 Server Standard Edition (32 bit) - supported with Teleform v10.4 and before - or Microsoft Windows 2008 Server Standard Edition (32 bit) - supported with Teleform v10.4 only
- Microsoft SQL Server 2008 (32-bit)

Automated Scanning Management Reader/Batch Distribution Server

Required Equipment:
- 2.0GHz Intel Processor
- 100Mb Network Interface Card
- 17" Monitor
- Keyboard and Mouse
- DVD-ROM
- 2GB RAM
- 2GB of Available Disk Space

Required Third Party Software:
- Microsoft Windows XP Professional
- Microsoft Windows Server 2003 or 2008 Client Access Licensing
- Microsoft Internet Explorer 7 or 8 with XML parser
- Microsoft SQL Server 2008 Client Access Licensing - Required when Microsoft SQL Server/CAL licensing model is used.

Automated Scanning Management Citrix Server

Citrix is required if the network connection between the Automated Scanning Management Verification users and the Automated Scanning Management servers is less than 100Mbps

Required Equipment:
- Intel Server with (2) 2.0GHz Xeon Processor Cores
- 1000Mb Network Interface Card
- Monitor, Keyboard and Mouse
- DVD-ROM
- 2GB RAM

- (2) 36GB 10,000 RPM SAS Hard Drives, RAID 1

Required Third Party Software:
- Microsoft Windows Server 2003 (32 bit)
- Microsoft SQL Server 2008 Client Access Licensing - Required when Microsoft SQL Server/CAL licensing model is used.
- Microsoft Windows Terminal Services Client Access Licensing
- Citrix Presentation Server 4 Standard Edition

Automated Scanning Management Test Workstation and Scanner

Required Equipment:
- 2GHz Intel Pentium III Processor
- 1000Mb Network Interface Card
- 17" Monitor
- 32 MB Video Adapter Card
- Keyboard and Mouse
- CD-ROM
- 512MB RAM
- 500MB Available Disk Space
- TWAIN or Kofax Compliant Scanner

Required Third Party Software:
- Microsoft Windows XP Professional
- Microsoft Windows Server 2003 or 2008 Client Access Licensing
- Microsoft Internet Explorer 7 with XML parser
- Microsoft SQL Server 2008 Client Access Licensing - Required when Microsoft SQL Server/CAL licensing model is used.
- Autonomy Teleform Desktop Licensing

Backup

The customer is required to provide a solution for the backup and restore of all non-ASP databases, file systems and operating systems.

Siemens Support

Siemens EDM Support requires Symantec pcANYWHERE32 Version 11.5 or another secure method of remote access that includes file transfer capability.

Windows Domain Control

Windows Active Directory is required to establish user security for the Enterprise Document Management application.

Applications	Release
Pharmacy	24.3
Med Administration Check	24.3
Siemens Pharmacy Document Management	24.3

Tracking Code: 130128MW0800S

Customer Statistics

Siemens Pharmacy	
Number of Concurrent Users	25
Number of Concurrent UDA Users	3
Number of Inbound Interfaces	2
Number of Entities	1
Number of Sites per Entity	1
Number of Beds	370
Number of Pharmacy Orders Per Day	1100
Number of Years to Retain Pharmacy Orders	7
Application Auditing System	
Will you be implementing Application Auditing System?	Yes
If Yes, do you wish to retain more than one year of audit data on-line?	No
Med Administration Check	
Number of Concurrent Nursing Users Administering Medications	100

Notes

- If a customer chooses to use an existing SAN, the customer must verify the SAN supports the ability to boot OpenVMS 8.4, have the ability to service the Quorum disk and implement RAID. Siemens recommends separate physical drives per label. Any issues pertaining to SAN performance, hardware, or maintenance is the responsibility of the customer. Additional implementation fees may apply when a SAN is used with the Siemens Pharmacy system.

Minimum Equipment and Third Party Software Requirements:

Pharmacy Workstation

Required Equipment:

- A 100% compatible Pentium III processor or higher (recommended minimum 1.2GHz) – capable of supporting dual video cards for Document Imaging
- 10/100 Mbit network interface card supported by the network
- 17" SVGA 1024 x 768 resolution color monitor – (2) 17" Monitors LCD recommended for Document Imaging
- Windows supported pointing device
- 512 MB RAM + Operating System minimum requirements
- 3 GB of available disk space

Required Third Party Software:

- Supported platforms include, Microsoft Windows XP Professional (32-bit) Service Pack 2 and above (this will be supported until the Microsoft Extended Support expires), Microsoft Windows 7 (32-bit mode), Microsoft Windows 2003 Terminal Server Edition.
- Microsoft Framework Version 3.5 or above
- Microsoft Access 2003, 2007, 2010 or Business Objects Crystal Reports Version 11 is required for tailoring of UDA reports.
- VT emulation package, Siemens recommends NetManage RUMBA, required for text-based functionality
- WinZip 9.0 or higher is needed only if retrieving or viewing historical purge files

Point of Care Device

Point-of-care PC Workstation

Required Equipment:

- A 100% compatible Pentium III processor or higher (recommended minimum 1.2GHz)
- 10/100 Mbit network interface card supported by the network
- 15" SVGA 1024 x 768 resolution color monitor
- Wireless network interface card supported by the network
- Windows supported point device
- 512 MB RAM + Operating System minimum requirements
- 3 GB of available disk space
- 1 free USB port for Reduced Space Symbology capable barcode scanner

Required Third Party Software:

- Supported platforms include, Microsoft Windows XP Professional (32- bit) Service Pack 2 and above (this will be supported until the Microsoft Extended Support expires), Microsoft Windows 7 (32-bit mode), Microsoft Windows 2003 Terminal Server Edition
- Microsoft Framework Version 3.5 or above
- Microsoft Access 2003, 2007, 2010 or Business Objects Crystal Reports Version 11 is required for tailoring of UDA reports

Point-of-Care Tablet

- Windows® XP Tablet PC Edition
- A 100% compatible Pentium III processor or higher (recommended minimum 1.2GHz)
- 10.4" XGA TFT LCD (1024 x 768)
- Wireless network interface card supported by the network
- 512 MB + Operating System minimum requirements
- 3 GB of available disk space
- RSS Capable Integrated barcode scanner or 1 free USB port on the Tablet for Reduced Space Symbology capable barcode scanner

Required Third Party Software:

- Microsoft Access 2003, 2007, 2010 or Business Objects Crystal Reports Version 11 is required for tailoring of UDA reports

Existing Application/Database Server consists of:

Hp Alpha Server ES45 M2B with (2) 68/1000MHz processors
41U Tall M Series Cabinet, with redundant 240V PDUs with N+1 power redundancy
16X DVD Rom
1.44MB floppy drive
PCI to dual 10/100 Ethernet
3GB memory
dual StorageWorks 2Gbit Fibre Channel Host Bus Adapters
(8) 36GB 15K rpm disk drives, to be housed in internal drive cages
2.86/5.72TB SDLT220 (1DR/26SLOT), with dedicated single channel adapter
(15) SDLT 110/220 tape cartridges
Compuserve 3800 Plus modem
15" flat panel LCD display and 104 key keyboard with trackball
Unlimited Concurrent OVMS User License
OVMS Alpha Documentation on CDRom
CyberTools Windows Runtime Tailoring Software
29 InterSystems Cache' Elite Single Server Licenses
Oracle Transparent Gateway License

Required in addition to the above:

96 InterSystems Cache' Elite Single Server Licenses

Customer: CITY & COUNTY OF SAN FRANCISCO

Date: May 8, 2013

Applications	Release
3rd Party Application – ExitCare	7.X

Tracking Code: 130508GM1527

Customer Statistics

Number of Acute Licensed Beds:	1282
Total Discharges/ Outpatient/ ER Visits Per Year:	519,350
The Estimated SQL Database, for year one (1) is:	8GB

Minimum Equipment and Third Party Software Requirements:

ExitCare Workstation

Equipment:

- Intel or 100% compatible Pentium 4 processor (1.66GHz or higher))
- 1GB MB RAM
- 30 GB disk space
- 8X (or faster) –R format compatible DVD Drive
- Super VGA or higher-resolution video adapter and monitor
- Keyboard and Mouse
- Appropriate network card for customer-installed network

Software:

- Microsoft Windows XP with SP2 or later or
- Microsoft Windows 2000 Professional with SP4 or
- Microsoft Windows Server 2000 Server with SP4 or later or
- Windows Server 2003 Standard, Enterprise or Datacenter editions, with SP1 or later or
- Windows 7 with latest service pack

ExitCare Database Server

Equipment:

- (1) Intel Xeon E5-2640 2.5GHz 6-Core Processor, 8GB memory, 100GB Disk Space, Keyboard & Mouse.
- CD-ROM or DVD-ROM drive
- 100 MB NIC (network Card)
- Super VGA or Higher Resolution video adapter and monitor.
- Supported Network protocols are: Shared Memory, Named Pipes, TCP/IP and VIA. (Note: Share memory and VIA are not supported on failover clusters.)
- Virtualization technologies supporting SQL Server 2008 express and better will be slower than on a physical computer with the same physical resources.

Software:

- Microsoft Windows Server 2008 standard or better (32Bit or 64Bit), with or without Hyper-V. (Please Note: For best efficiency SQL should match the OS bit ie both 32bit or both 64bit)
- Microsoft SQL Server 2008 (Recommended) or 2005 (NOTE: SQL Server 2008 is not supported on Windows Server 2008 Server Core installations), or Microsoft SQL Express (Note: SQL Express is a free version. The database is limited to 4MB or 10MB, depending on the version.)
- .NET Framework 2.0 (required prior to installing Microsoft SQL 2008 Express)
- Microsoft Internet Explorer 6.0 SP1 or later.
- Before installing SQL Server 2008 you must install the .NET Framework 2.0 SP2 or .NET Framework 3.5 SP1. Installation of .NET Framework requires a restart of the OS. Available as a download from Microsoft's Web site.
- SQL Server Native Client

- SQL Server Setup support files
- Supported Network protocols are: Shared Memory, Named Pipes, TCP/IP and VIA. (Note: Share memory and VIA are not supported on failover clusters.)
- Virtualization technologies supporting SQL Server 2008 express and better will be slower than on a physical computer with the same physical resources.

ExitCare Fax Server (Optional)

Equipment:

- 2.6GHz processor, 12GB memory, 100GB Disk Space, Keyboard & Mouse,
- CD-ROM or DVD-ROM drive
- Super VGA or higher-resolution video adapter and monitor
- Microsoft Fax compatible modem

Software:

- Microsoft Windows XP with SP2 or later or
- Microsoft Windows 2000 Professional with SP4 or
- Microsoft Windows 2000 Server with SP4 or later or
- Microsoft Windows Server 2003 Standard, Enterprise or Datacenter editions, with SP1 or later
- Microsoft Windows Server 2008 Standard Server or better, with or without Hyper-V2
- Microsoft Windows XP Embedded SP2 Feature Pack 2007
- Microsoft Fax

ExitCare Printer

- Black or Color (preferred) ink-jet or laser model
- Network connectivity

Networking

- Siemens Virtual Private Network (VPN) connection.
- PCAnywhere access via RAS server (Secondary to VPN)
- Premise network supports IEEE standards regarding local area network (LAN) segment saturation and collision.
- Local Area Network (LAN) should have sufficient capacity to support installed applications.
- Network should not exceed 30% saturation.
- LAN should operate at transmission speeds of at least 100 megabits per second.

Attachment 11
CHS Additions to Exhibit D - Schedule 1

Customer: City & County of San Francisco
Date: May 14, 2013

Applications	Release
OR Management by SIS	V5.0.5
Anesthesia Management by SIS	V5.0.5

Tracking Code: 130514KO1100S

Number of Operating Rooms	15
Number of Concurrent Users	60

Notes

- It is assumed the customer will utilize their own enterprise backup system.
- A DVD Reader is required for delivery of the Soarian software/media. It is assumed that the customer will supply a network attached DVD drive accessible by all servers within the OR/Anesthesia Management by SIS environment.
- The sizing assumes that the auditing feature is fully implemented.

Minimum Equipment and Third Party Software Requirements:

Client Workstation

Required Equipment

- Intel or 100% compatible 2.5 GHz processor
- 10/100 MB Network Interface Card
- Local Bus video adapter (or Windows accelerated graphics adapter) – RS232 or RJ45 monitor connection – Note: Multiple ports are needed for the Anesthesia user as they will often have more than 1 monitor. USB to Serial Port converter cables are not supported.
- Monitors:
  - Monitor supporting 1024 x 768 – 17" or 19" monitor – For General and PACU users
  - Monitor supporting 1024 x 1280 – 19" or 20" - For Anesthesia users
- Keyboard and Mouse
- Accessible Memory:
  - 3GB with XP
  - 4GB with Windows 7 or on any Analytic Workstation
- Disk Space: Disks should be sized appropriately for the installation and efficient operation of the operating system, Internet Explorer, third party licenses, and any other software running locally.
  - 10GB for the application

Required Third Party Software:

- Microsoft Windows 7 – 32-bit or 64-bit or Microsoft Windows XP Professional – 32-bit or 64-bit
- Microsoft Internet Explorer Version 8 or Version 7 – When using Citrix or for Analytic Workstations
- Business Objects Crystal Reports

Interface/Print Server

While additional servers may be required based on volume, a minimum of Two Servers are required, one for production and one for test/training, with the following:

Required Equipment:

- An Intel server with (2) E-5645 2.4 GHz Six Core Processors
- Dual 1000MB network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)

- 6GB RAM
- (2) 36GB SCSI Hot Swap disk drives, RAID 1 for O/S
- (2) 146GB SCSI Hot Swap disk drives, RAID 1 Storage set for Application executable and runtime environment components

Required Third Party Software:

- Microsoft Windows 2008 R2 Server – Standard or Enterprise Edition – 32-bit or 64-bit

SIS Web/Analytics Server

Two Servers, one for production and one for test/training, with the following:

Required Equipment:

- An Intel server with (2) E-5645 2.4 GHz Six Core Processors
- Dual 1000MB network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 6GB RAM
- (2) 36GB SCSI Hot Swap disk drives, RAID 1 for O/S
- (2) 146GB SCSI Hot Swap disk drives, RAID 1 Storage set for Application executable and runtime environment components

Required Third Party Software:

- Microsoft Windows 2008 R2 Server – Standard or Enterprise Edition – 32-bit or 64-bit
- Microsoft Internet Information Servers Version 7 or Version 6
- Oracle SQL *Net 2.3
- Microsoft .NET Version 4.0 or 3.5 or 2.0
- Oracle Data Access Connections (ODAC) for .NET

SIS Communication Server

Two Servers, one for production and one for test/training, with the following:

Required Equipment:

- An Intel server with (2) E-5645 2.4 GHz Six Core Processors
- Dual 1000MB network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 6GB RAM
- (2) 36GB SCSI Hot Swap disk drives, RAID 1 for O/S
- (2) 146GB SCSI Hot Swap disk drives, RAID 1 Storage set for Application executable and runtime environment components

Required Third Party Software:

- Microsoft Windows 2008 R2 Server – Standard or Enterprise Edition – 32-bit or 64-bit

SIS Com OR Server

Required Equipment:

- An Intel server with (2) E-5645 2.4 GHz Six Core Processors
- Dual 1000MB network interface card supported by the network
- 6GB RAM
- (2) 36GB SCSI Hot Swap disk drives, RAID 1 for O/S
- (2) 146GB SCSI Hot Swap disk drives, RAID 1 Storage set for Application executable and runtime environment components

Required Third Party Software:

- Microsoft Windows 2008 R2 Server – Standard or Enterprise Edition – 32-bit or 64-bit

Remote User Access Server

Citrix Presentation Server is the requirement to provide access to remote users. At the same time, a virtual desktop infrastructure (VDI) is an alternative option to meet this requirement.

Required Equipment:

- Intel Server with 2.4 GHz Xeon Processors (One core is required for every 20 Citrix users. 60 Citrix users maximum per server)
- Dual 1000MB network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 8 GB RAM
- (2) 36GB SCSI Hot Swap disk drives, RAID 1 for O/S
- (2) 146GB SCSI Hot Swap disk drives, RAID 1 Storage set for Application executable and runtime environment components

Required Third Party Software:

- Microsoft Windows 2008 R2 Server – Standard or Enterprise Edition – 32-bit or 64-bit
- Citrix Presentation Server 5, Standard Edition License - 1 per concurrent user

Database Server – Up to 30 ORs and/or 2,000 users

Two Servers In an Active/Passive Cluster, with the following: The Test database instance is separate from the Production database instance on the same cluster.

Required Equipment:

- Intel Server with (2) Xeon Nehalem processors with at least 2.4 GHz, 4-Cores each
- Dual 1000MB network interface card supported by the network
- A Local Bus video adapter (or Windows accelerated graphics adapter)
- 24 GB RAM for first 250 Users; 2 GB Additional RAM for each Additional 50 Users – Follow the Nehalem RAM Configuration Rules
- Dual host bus adapters
- (2) 36GB SCSI Hot Swap Internal disk drives, RAID 1 for O/S
- Storage Requirements on a Storage Area Network:
  - Production Environment:
    - Database Control File/Transaction Logs – RAID 10 – 5GB
    - Archived Transaction Logs – RAID 1 – 50GB
    - Database Control File/Mirrored Copy of the Transaction Logs – RAID 10 – 50GB
    - Database Control File/Database Index Files – RAID 10 – 50GB
    - Backup Database Files – RAID 5 – 250GB
  - Test Environment:
    - Database Control File/Transaction Logs – RAID 10 – 5GB
    - Database Control File/Mirrored Copy of the Transaction Logs – RAID 10 – 50GB
    - Database Control File/Database Index Files – RAID 10 – 50GB
    - Backup Database Files – RAID 5 – 50GB
  - Training Environment:
    - Database Control File/Transaction Logs – RAID 10 – 5GB
    - Database Control File/Mirrored Copy of the Transaction Logs – RAID 10 – 50GB
    - Database Control File/Database Index Files – RAID 10 – 50GB
    - Backup Database Files – RAID 5 – 25GB

Required Third Party Software:

- Microsoft Windows 2008 Enterprise Server (64 bit)
- Oracle System 11i

Attachment 12
Optional Technology Bids

Customer: CITY & COUNTY OF SAN FRANCISCO
Date: May 8, 2013

Notes:

- This offer is valid for 60 days.
- Microsoft Windows Svr & SQL Svr Client Access Licenses (CAL) are not included.
- Siemens requires anti-virus software on all servers and workstations & assumes that the customer has a process of maintaining the latest anti-virus protection software on all servers and workstations.
- Siemens assumes the customer has a process of maintaining server backups on all servers.
- The individual line item prices are provided for Customer's convenience. Individual items cannot be purchased for the prices below without purchasing all of the items. Removal or modification of any single line item will affect the prices of the remaining items.

ExitCare Application Database Server (Rel 7.x)

Tracking Code: 130508GM1527

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
1	07680411	**ExitCare** **Equipment:** • HP DL360p G8 Server - 1U • (1) Intel Xeon E5-2640 2.5GHz 6-core Processor • (8)GB of RAM • DVD-ROM Drive • Smart Array P420i Controller • (3) HP 146GB 6G SAS 15K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive • HP 512MB P-series Smart Array Flash Backed Write Cache • HP 4-port 1Gb Ethernet Adapter • Redundant Power Supply **Support:** • 3 years of 24x7x4 Hour Response Time Equipment Maintenance • *Server ships with no O/S • HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License • HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support The estimated SQL Database size, for year one (1), is 8 GB	$5,9
1	07680411	**(1) Microsoft Windows Server Standard 2012 Single Open Lic Program 2 Processor**	$680
1	07680411	**(1) Microsoft SQL 2012 Standard Edition License**	$850
		Total One-Time Fees:	**$7,447**

Customer: CITY & COUNTY OF SAN FRANCISCO
Date: May 10, 2013

Notes:

- This offer is valid for 60 days from the bid date.
- The individual line item prices are provided for Customer's convenience. Individual items cannot be purchased for the prices below without purchasing all of the items in the Siemens proposal. Removal or modification of any single line item will affect the prices of the remaining items
- Customer to supply an Enterprise Tape System for backup.
- The Automated Scanning Management Test Workstation is the only PC quoted in this bid. Other workstations may be quoted upon request.
- Additional Automated Scanning Management scanners will require additional Autonomy Teleform Licensing.
- Automated Scanning Management scanners are Customer-installable or Customers can submit a PSR for installation assistance.

Soarian Enterprise Document Management v24.09

Tracking Code: 130510LH0926

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
1	07679199	**Fax (4 Port)/Auto-Document Routing/Email to Patient (PHR) Server** Equipment: • HP Proliant DL380p G8 with (1) Intel Xeon E5-2640 2.5GHz Six Core Processor • 8 GB RAM • DVD ROM Drive • (2) 146GB 15K SAS Hard Drives • Embedded Dual Port Gigabit Ethernet NIC • HP Smart Array P410i Controller • Redundant Power Supply • Brooktrout TR Series Analog V.34 4-Port PCI-e Fax Board w/1yr maintenance • HP Insight Control - Single Server License • 3 years of 24x7x4 Hour Response Time Equipment Maintenance Third Party Software: • Esker FaxServer Version 5.0 License and 12 Months Support for 4 Lines	$12,730
1	07680197	**Autonomy Teleform** Third Party Software: • Autonomy Teleform V10 Enterprise License • (5) Additional Teleform Scan License • (5) Additional Teleform Verify License • (3) Additional Teleform Reader Licenses • (1) Teleform Remote Scan License (For Auto-Index Citrix Server) • (1) Desktop License	$84,919

1	07680551	**Auto-Index Citrix Server SW** Third Party Software: • (10) Citrix XenApp Enterprise License - with 12 Months Subscription Advantage	$2,923
1	07679397	**Automated Scanning Management Test Workstation and Scanner** Equipment: • Dell Optiplex 3010 Core i3-2120 3.3Ghz Processor • 16x Cyberlink Power DVD drive • Pro 1000 MB Network Interface Card • Keyboard • 19" Flat Panel Monitor • 2GB RAM • 500 GB 7,200 SATA Hard Drive • 3 years of Next Business Day On-Site Dell Workstation Maintenance • Fujitsu 6230C, 40PPM, Duplex, 50 Sheet Automatic Document Feeder, Flatbed, USB Cable • 1 Year Fujitsu Advance Exchange Warranty – 2 Business Days (must register unit within 90 days) Third Party Software: • Microsoft Windows XP Professional License • Microsoft Windows Server 2012 CAL • Symantec pcAnywhere Version 12.5	$1,852
25	07680676	**Topaz SignatureGem 4x3 LBK755** Equipment: • Topaz Signature Gem LCD 4x3 T-LBK755-BHSB • 3 Year Manufacturer Warranty	$9,625
3	07679231	**Kodak Ngenuity 9150 Scanner** Equipment: • Bell & Howell Ngenuity 9150, Duplex Color, 150 PPM, USB, Long Document Mode, 700 Sheet Automatic Document Feeder • Pre and/or Post scan Imprinter • Medium Roller Kit • Cleaning Kit • 12 Months Same Day, 9x5 Onsite Service provided by Cranel Imaging	$96,978
25	07679231	**Fujitsu 6130Z Scanner** Equipment: • Fujitsu 6130Z, 40PPM, Duplex, 50 Sheet Automatic Document Feeder, USB Cable • 1 Year Unit Exchange Warranty – 2 Business Days	$21,005
		Total One-Time Fees:	**$230,032**
		Equipment and Third Party Software - Annual Fees	
1	07638302	**Autonomy Teleform Annual Support Fee**	$3,093
		Total Annual Fees:	**$3,093**

Technology Bid

Customer: City and County of San Francisco
Date: August 31, 2012

Notes:

- This order is valid for 30 days.
- Contact us: csgtechquotes.healthcare@siemens.com, call 800-678-6818, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Lakeside Software

Tracking Code: 120831PT1300

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
120	07680411	Lakeside Software SysTrack Concurrent User Lic 10Pk ESD	$78,000
120	07680437	Lakeside Software SysTrack Concurrent User Lic 10Pk Annl SW Assurance ESD	$18,720
		Total One-Time Fees:	**$96,720**

Technology Bid

Customer: City and County of San Francisco
Date: August 31, 2012

Notes:

- This order is valid for 30 days.
- Contact us: csgtechquotes.healthcare@siemens.com, call 800-678-6818, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Lakeside Software

Tracking Code: 120831PT1315

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
105	07680411	Lakeside Software SysTrack Concurrent User Lic 10Pk ESD	$68,250
105	07680437	Lakeside Software SysTrack Concurrent User Lic 10Pk Anni SW Assurance ESD	$16,380
		Total One-Time Fees:	**$84,630**

Technology Bid

Customer: City and County of San Francisco
Date: August 31, 2012

Notes:
- This order is valid for 30 days.
- Contact us: csgtechquotes.healthcare@siemens.com, call 800-678-6818, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Lakeside Software

Tracking Code: 120831PT1330

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
100	07680411	Lakeside Software SysTrack Concurrent User Lic 10Pk ESD	$65,000
100	07680437	Lakeside Software SysTrack Concurrent User Lic 10Pk Annl SW Assurance ESD	$15,600
		Total One-Time Fees:	**$80,600**

City and County of San Francisco
- Siemens Annual Payment Exhibit
- July 1, 2010, Updated January 15, 2012, Updated January 30, 2012, Updated April 18, 2012, August 14, 2012, updated September 11, 2012, updated October 22, 2012, updated March 28, 2013, UPDATED May 1, 2013

Remote Computing (RCO) Exhibit	Year End 6/30/2011	Year End 6/30/2012	Year End 6/30/2013	Year End 6/30/2014	Year End 6/30/2015	Year End 6/30/2016	Year End 6/30/2017	84 Month Total
RCO								
Support and Services	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 21,449,148
Supplies ESTIMATE	262,296	262,296	262,296	262,296	262,296	262,296	262,296	1,836,072
New Applications/Services	151,328	106,203	50,540	61,660	123,320	123,320	123,320	771,689
Amendment Dated November 22, 2011 [1]	-	803,259	313,980	313,980	313,980	313,980	313,980	2,373,158
MU Items	-	-	1,633,772	2,045,538	1,426,518	-	-	5,105,828
HDX Excess	-	532,056	-	-	-	-	-	532,056
PSR's	-	120,000	125,000	-	-	-	-	245,000
Amendment Dated June, 2013 [2] SIS, HDX, MS, HIM, etc... *Includes ICO Application*	-	-	1,807,227	2,971,147	2,539,308	2,269,139	2,269,139	11,855,960
RCO - Existing and New Applications SubTotal	$ 3,507,788	$ 4,889,978	$ 7,256,979	$ 8,718,785	$ 7,729,586	$ 6,032,899	$ 6,032,899	$ 44,168,912
Taxes & CPI								
Taxes	316,014	320,551	318,014	321,871	327,729	327,729	327,729	2,257,637
CPI - Maximum	-	-	134,210	139,578	145,162	150,968	157,007	726,927
Amendment Dated November 22, 2011 – Taxes	-	31,217	29,828	29,828	29,828	29,828	29,828	180,357
Amendment Dated November 22, 2011 – CPI - Maximum	-	-	5,730	5,959	6,198	6,446	6,703	31,036
HDX Excess	-	50,545	-	-	-	-	-	50,545
PSR's	-	11,400	-	-	-	-	-	11,400
Amendment Dated June, 2013 [2] SIS, HDX, MS, HIM, etc... *Includes ICO Application*	-	-	52,471	216,636	327,352	321,811	319,206	1,237,477
Taxes & CPI Subtotal	$ 316,014	$ 413,713	$ 538,253	$ 713,874	$ 836,269	$ 836,782	$ 840,474	$ 4,495,378
Total RCO	$ 3,823,801	$ 5,303,691	$ 7,795,233	$ 9,432,659	$ 8,565,854	$ 6,869,681	$ 6,873,373	$ 48,664,291

In-house (ICO) Exhibit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	84 Months Total
In-house								
Support and Services	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 1,496,656
New Applications/Services and Account Management	194,970	202,320	202,320	202,320	202,320	202,320	202,320	1,408,890
In-house - Existing and New Applications SubTotal	$ 408,778	$ 416,128	$ 416,128	$ 416,128	$ 416,128	$ 416,128	$ 416,128	$ 2,905,546
Taxes & CPI								
Taxes Subtotal	21,301	22,290	22,290	22,290	22,290	22,290	22,290	155,039
CPI - Maximum	-	-	17,504	18,204	18,932	19,689	20,477	94,806
Taxes & CPI Subtotal	$ 21,301	$ 22,290	$ 39,793	$ 40,494	$ 41,222	$ 41,979	$ 42,767	$ 249,844
Total In-house	$ 430,079	$ 438,418	$ 455,921	$ 456,622	$ 457,350	$ 458,107	$ 458,895	$ 3,155,390
GRAND TOTAL w/ TAXES and CPI Max	$ 4,253,880	$ 5,742,108	$ 8,251,154	$ 9,889,280	$ 9,023,204	$ 7,327,788	$ 7,332,267	$ 51,819,682

[1] Applications/ Services included: Soarian Quality Measures (SQM), Advanced Interoperability Services (AIS), Medication History, and eScripting (assumes up to 200 Providers/ month).
[2] Applications/ Services included: SIS, Soarian H.I.M., MobileMD, HDX, Imprivata, and Add-on Manage Services items (see amendment for details).

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
445 SOUTH STREET
MORRISTOWN, NJ 07960-6454

100129-MSUSA-12/13 MSUSA Yes

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
SIEMENS CORPORATION INCLUDING:
SIEMENS MEDICAL SOLUTIONS USA, INC.
170 WOOD AVENUE SOUTH
ISELIN, NJ 08830

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	HDI-Gerling America Insurance Company	41343
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:	LM Insurance Corporation	33600
INSURER D:	Liberty Insurance Corporation	42404
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: NYC-005647806-20 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLD1110104	10/01/2012	10/01/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 7,500,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INCL
								$
	AUTOMOBILE LIABILITY			AS2631004334212	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ N/A
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ N/A
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ N/A
								$
A	X UMBRELLA LIAB X OCCUR			CUD1110204	10/01/2012	10/01/2013	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA563D004334012 (AOS)	10/01/2012	10/01/2013	X WC STATU-TORY LIMITS OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		WC563D004334022 (OR, WI)	10/01/2012	10/01/2013	E.L. EACH ACCIDENT	$ 1,000,000
D	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EW763N004334042 (WA) "$500K LIMIT / $500K SIR"	10/01/2012	10/01/2013	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	EXCESS LIABILITY			XLD1110304	10/01/2012	10/01/2013		9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SEE ATTACHED

CERTIFICATE HOLDER

CITY AND COUNTY OF SAN FRANCISCO
ATTN: ROBERT LONGHITANO
101 GROVE STREET
SAN FRANCISCO, CA 94102-4505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee

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AGENCY CUSTOMER ID: 100129

LOC #: Morristown

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	SIEMENS CORPORATION INCLUDING: SIEMENS MEDICAL SOLUTIONS USA, INC. 170 WOOD AVENUE SOUTH ISELIN, NJ 08830
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CITY AND COUNTY OF SAN FRANCISCO ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT.

SUCH INSURANCE AS IS AFFORDED BY THE ADDITIONAL INSURED ENDORSEMENT SHALL APPLY AS PRIMARY INSURANCE & OTHER INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER SHALL BE EXCESS ONLY & NOT CONTRIBUTING WITH INSURANCE PROVIDED UNDER THIS POLICY.

WAIVER OF SUBROGATION IS EFFECTUAL.

COMMERCIAL GENERAL LIABILITY AND AUTO LIABILITY SHALL APPLY SEPARATELY TO EACH INSURED WHO IS SEEKING COVERAGE OR AGAINST WHOM A CLAIM IS MADE OR A SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE COMPANY'S LIMIT OF LIABILITY.

$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modified insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):	SEE ATTACHED SCHEDULE ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Policy No: AS2-631-004334-212 Issued By:
Liberty Mutual Fire Insurance Company
Effective Date: 10/01/2012
Expiration Date: 10/01/2013
Sales Office: NEW YORK, NY 0202 Endt Serial No: TBD

 Copyright, Insurance Services Office, Inc., 1998

HDI-GERLING AMERICA INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 34

Policy Number	Named Insured
GLD1101-04	SIEMENS CORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-12	10-01-13	10-01-12 12:01 a.m. Standard Time at Address of the Insured.

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Who is an insured is amended to include as an insured any person whom you are required to add as an additional insured on this policy under a written agreement. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.

All terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

POLICY NUMBER: AS2-631-004334-212

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION REQUIRED
BY WRITTEN CONTRACT

Issued by: LM Insurance Corporation

For attachment to Policy No. WA5-63D-004334-012 Effective Date: 10/01/2012 Premium
$

Issued to: SIEMENS CORPORATION

© 1983 National Council on Compensation Insurance, Inc.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION TO THE EXTENT REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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INFORMATION TECHNOLOGY AGREEMENT

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SIEMENS MEDICAL SOLUTIONS USA, INC.

Effective July 1, 2010

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INFORMATION TECHNOLOGY AGREEMENT

This Information Technology Agreement (this "Agreement"), between the City and County of San Francisco, a municipal corporation ("CCSF"), and Siemens Medical Solutions USA, Inc. ("Siemens"), a Delaware corporation, is effective for a period of ten years. This Agreement supersedes the 2007 RCO Agreement (defined below) and the 2007 PPS Agreement (defined below) as provided in Section 38 below. The effective date of this Agreement is July 1, 2010.

RECITALS

A. Approval for this Agreement was obtained from a Civil Service Commission Notice of Action for Contract Numbers 4158-06/07, dated 5/21/2007 and 4167-09/10, dated 6/21/2010

B. To continue to improve patient care, continue to prepare for national and state health care reform efforts, and continue to respond to market demands requiring the delivery of health care in a managed care environment, CCSF has sought and continues to seek to operate its public health services in a manner that fully integrates all aspects of its patient care services. A central element of CCSF's public health care integration effort is the expansion of its health care information systems to enable its User Network (defined below) to freely exchange and share, as appropriate, not only traditional patient accounting and billing information, but also detailed clinical-level data, that will be used to (1) improve patient care, (2) improve professional and staff productivity, (3) enhance measurement of patient satisfaction and outcomes, and (4) comply with regulatory and accreditation agency reporting requirements. The expanded health care information systems will assist CCSF to manage its payor contracts and retrieve patient care and financial and cost information as required in a managed care environment.

C. To meet the foregoing goals, CCSF is continuing to implementing an integrated public health care system that, among other things, will link through its information systems all provider participants throughout the full spectrum of patient care services, including, but not limited to, trauma care, acute care, long term care, community-oriented primary care, mental health and substance abuse, and related administrative, research, and clinical functions. Specifically, CCSF intends to make available to its User Network multiple software applications to produce a functional and unified view of health care delivery throughout the CCSF public health care system, which is capable of evolving to meet the changing needs of health care delivery as mandated by the state and federal government and accreditation agencies.

D. Siemens acknowledges that as health care organizations continue to merge and align with each other, they face the complex challenge of building a communication infrastructure (or electronic highway) that electronically links the different parts of their own organizations with each other, as well as with those of a variety of external parties. Siemens represents that it has the professional skills and technological capabilities required to integrate these health care networks electronically.

E. Siemens has demonstrated that it offers open systems solutions that permit its customers to interconnect the disparate operational systems, products, and technologies of new network members without major changes to any of the individual systems. In particular, Siemens' interface engine (OPENLink) acts as a central communications hub that interfaces any system or application to another, using any protocol or data format. This interface engine enables Siemens' clients to rapidly transmit and

receive information to and from Siemens and non-Siemens systems and throughout their health care networks.

F. Both parties acknowledge that a principal objective of CCSF in entering into this Agreement is to ensure that its information systems deliver the functionality to enable CCSF to achieve the objectives stated above. It is understood that Siemens will deliver System Components (defined below) in accordance with the Workplan (defined below) and other time requirements provided in this Agreement, which together shall constitute the System (defined below).

AGREEMENT

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions. The following terms, when used in this Agreement, shall have the following meanings:

1.1. "2007 PPS Agreement" shall mean that certain Products and Professional Services Agreement between CCSF and Siemens with an effective date of July 1, 2007, as amended from time to time. That agreement is being terminated as provided in Section 38 below.

1.2. "2007 RCO Agreement" shall mean that certain Remote Computing Systems Agreement between CCSF and Siemens with an effective date of July 1, 2007, as amended from time to time. That agreement is being terminated as provided in Section 38 below.

1.3. "Acceptance" shall mean the date on which the Director or designee certifies in writing that a System Component or System performs as provided in this Agreement and in accordance with CCSF's Final Component Acceptance Test criteria pursuant to the procedures and criteria set out in Section 15 herein.

1.4. "Acceptance Test" shall mean the testing, performed by CCSF to determine if a System Component or the System (as applicable) performs in accordance with the terms of this Agreement, pursuant to the procedures and criteria set out in Section 15 herein.

1.5. "Adaptation" shall mean the non-programming alteration of Applications utilizing on-line architectural support software, including the OAS Application, and other user-controlled features provided by Siemens (e.g., the creation, deletion, and alteration of screens, pathways, reports, profiles, documents, data dictionary elements, transactional control lists, and master files; document routing and printing, and altering job control lists).

1.6. "Agreement" shall mean this Information Technology Agreement and all of its Exhibits which are attached hereto and incorporated herein by this reference.

1.7. "Application(s)" shall mean individually each, and collectively all, of the computer software provided by Siemens under this Agreement, as listed on Exhibits A and C attached hereto, and all computer software provided by Siemens in the future under this Agreement pursuant to mutually executed PSRs, exclusive of Adaptations, whether accessed by CCSF remotely or licensed to CCSF for use on its MAN, provided, however, that third-party software, acquired by CCSF from Siemens, and which is not utilized by Siemens to provide any aspect of the System or a System

Component (defined below), and which is not warranted or serviced by Siemens, shall not be deemed an Application unless mutually agreed to by the parties in writing.

1.8. "Authorization" or "Authorized" shall mean for this Agreement, an amendment or modification under Section 30, or a PSR authorized in accordance with applicable CCSF internal policies.

1.9. "Certification" and "Date of Certification" mean, respectively, written certification by the Controller that there is a valid appropriation from which the expenditure of the amount required for this Agreement, an amendment or modification, or a future PSR may be made and that sufficient unencumbered funds are available in the treasury to the credit of such appropriation to pay the amount of such expenditure when it becomes due and payable; and the date that Certification is made.

1.10. "Controller" shall mean the Controller of the City and County of San Francisco or designated agent.

1.11. "Covered Claims" shall mean those claims that are or would be covered under the Data Processing, Errors and Omissions insurance policy as specified in Section 28 or the insurance required under Section 27.

1.12. "Custom Programming" shall mean the alteration of existing Siemens source codes or the writing of new source codes by Siemens at CCSF's request, including but not limited to interfaces and file conversions. For purposes of this Agreement, Custom Programming does not include Updates, Releases, Versions, corrections, or remedial or warranty programming.

1.13. "Delivery" or "Delivery Date" mean, with respect to (a) an Application or an item of Custom Programming, the date on which that item is available to CCSF for testing or Adaptation; (b) Equipment installed by a manufacturer, the date on which that manufacturer certifies to CCSF that such Equipment is installed and operational according to manufacturer's procedures in effect on the date of installation; and (c) all other Equipment, CCSF-installable Applications and Documentation, the date on which that item is physically delivered to CCSF.

1.14. "Director" means the Director of Public Health or designated agent.

1.15. "Documentation" shall mean all manuals, and technical information, including those made available as described in Section 8.2, prepared by Siemens sufficient to enable trained System Users to understand the functionality of and how to use the Applications and architectural tools provided under this Agreement.

1.16. "Enterprise Access Directory" or "EAD" shall mean the System Component consisting of the "Enterprise Access Directory" Application and its Documentation, including but not limited to any and all Updates, Releases and Versions to such Application as may generally be made available by Siemens, including all source coding Modules to be provided under this Agreement as set forth on Exhibit A, Documentation and any other items comprising such software.

1.17. "Equipment" shall mean the applicable computer hardware (i.e., CPU, terminals, printers, controllers) listed in Exhibit D, Schedule 1 / Hardware Configuration, attached hereto, and such other computer or telecommunications hardware used, or to be used, by CCSF to operate the System during the term of this Agreement.

1.18. "Existing Applications" shall mean the Applications currently in productive use at CCSF and designated as such on Exhibit A under an "Existing Applications" heading.

1.19. "Final Acceptance" shall mean the date on which the Director or designee certifies in writing that the System performs as provided in this Agreement and in accordance with CCSF's Final System Acceptance Test criteria pursuant to the procedures and criteria set out in Section 15.2 herein.

1.20. "First Productive Use" shall mean the date any System Component is first used for the day-to-day operations of CCSF in processing data. First Productive Use of a System Component cannot occur prior to Integrated Component Acceptance of the System Component.

1.21. "Health Data Exchange" or "HDX" shall mean the System Component consisting of the Health Data Exchange services, including, but not limited to use of the HDX Application(s), as described in its Documentation and Part II of Exhibit A, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens, and all source coding, as provided herein, tapes, disks, Modules to be provided under this Agreement as set forth on Part II of Exhibit A, Documentation, and any other items comprising such software or service.

1.22. "Initial Acceptance" shall mean with regard to each System Component, the date the Director or designee certifies in writing the System Component performs as provided in this Agreement and in accordance with CCSF's Initial Acceptance Test criteria pursuant to the procedures and criteria set out in Section 15 herein.

1.23. "Initial User Network" shall mean the User's Network as set forth on Exhibit O.

1.24. "Installation" shall mean the process Siemens performs to make the System and System Components available for CCSF's use, testing, and training, and "Installed" shall mean, as to a System Component, the date on which a System Component passes CCSF's Preliminary Component Acceptance Test, as described in Section 15.

1.25. "INVISION Application" shall mean the System Component consisting of the "INVISION Applications" as described in its Documentation, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens, and all source coding as provided herein, Modules to be provided under this Agreement as set forth on Exhibit A, Documentation, and any other items comprising such software.

1.26. "ISC" means the Siemens Information Services Center designated by Siemens.

1.27. "LCR Application" shall mean the System Component consisting of the "Lifetime Clinical Record" Application as described in its Documentation, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens and all source coding, as provided herein, Modules to be provided under this Agreement as set forth on Exhibit A, Documentation, and any other items comprising such software.

1.28. "Licensed Applications" shall mean the System Components that are installed and operated on CCSF's MAN and are designated as such on Exhibit A, attached hereto, including but not limited to any and all Updates, Releases and Versions to such Applications as may generally be made available by Siemens, and all source coding, as provided herein, Modules to be provided under this Agreement, Documentation and any other items comprising such software. In the event any additional

applications are licensed from Siemens under this Agreement to be installed and operated on CCSF's MAN pursuant to a PSR or amendment as may be applicable, such additional applications shall thereafter be included in the definition of Licensed Applications.

1.29. "Licensed Content" " shall mean information or templates that Siemens has embedded into the Applications, or that Siemens licenses or resells to its customers in electronic media for use in or with an Application, such as order entry starter sets, nursing assessment pathways, bill form templates, or CPT codes.

1.30. "Module" shall mean a unit of an Application that has its own discrete function.

1.31. "Municipal Area Network" or "MAN" shall mean CCSF's internal physical network consisting of Novell, DEC and other local area networks, routers, controllers, VAX and other client servers, third party software packages, terminals, printers, and user devices and other computer and/or telecommunications equipment.

1.32. "Non-Provider User" shall mean payors, regulatory agencies, accreditation agencies and other similar entities who shall have access and use of the System and System Components solely to transmit data to and receive data from the System. In no event shall a Non-Provider User make use of the System or System and Components to operate its business other than as specified above.

1.33. "OAS Application" shall mean the System Component consisting of the "Online Architectural Software Application" as described in its Documentation, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens, Modules to be provided under this Agreement as set forth on Exhibit A, and any other items comprising such software.

1.34. "OPENLink Application" shall mean the System Component consisting of the "OPENLink" Application as described in its Documentation, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens, and all coding (i.e. object code and source code as provided herein) tapes, disks, Modules, Documentation and any other items comprising such software.

1.35. "PSR" shall mean a Siemens document entitled Professional Services Request, which shall be used by CCSF to order from Siemens any professional services not provided for in this Agreement, and any Custom Programming not described in this Agreement, and which must be signed by both Siemens and CCSF and receive Authorization by CCSF as provided herein in order to be effective.

1.36. "Purchaser" means the Director of Purchasing of the City and County of San Francisco or designated agent.

1.37 "Recurring Fees" shall mean any fees due under this Agreement that are billed or due on a predictable periodic basis, including without limitation, term license fees, ASP fees, RCO fees, EDI support and processing fees and other support fees, but does not include WAN fees, Equipment or Third Party Software maintenance fees, Licensed Content subscription fees or other such fees which Siemens collects for the benefit of its vendors or other third parties.

1.38. "Release" shall mean a redistribution of an Application containing an aggregation of Updates, and functional, operational, and/or performance improvements, including but not limited to changes effectuating federal and state regulatory changes.

1.39. "RCO System Applications" shall mean the System Components consisting of Applications that are accessed remotely by CCSF at the ISC, and are designated as RCO or ASP on Exhibit A, attached hereto. In the event any additional System Components are obtained from Siemens under this Agreement to be accessed remotely by CCSF pursuant to a PSR or amendment as may be applicable, such additional System Components shall thereafter be included in the definition of RCO System Applications.

1.40. "Specifications" shall mean the written documentation and materials describing the technical specifications, the functionality, and how to use the Custom Programming mutually agreed to by CCSF and Siemens.

1.41. "System" shall mean the operation of all System Components in a functionally integrated manner, with each System Component interfacing with the others, enabling the Users to have a unified view of the financial, administrative, clinical, or other information relating to patient care, in addition to the ability to access or input such other information, to, from, or between, any System Component as provided under this Agreement.

1.42. "System Component(s)" shall mean individually each, and collectively all, of the separate Applications obtained by CCSF under this Agreement, including Licensed Applications, RCO System Applications, all Custom Programming, Custom Program specifications provided by Siemens, Equipment designated on Exhibit A, and Wide Area Network.

1.43. "Third Party Software" shall mean operating system software and other software, excluding Applications, developed by parties other than Siemens, including without limitation those which CCSF obtains through Siemens as well as those which Siemens specifies as required for CCSF to obtain separately.

1.44. "Update" shall mean a change in an Application initiated by Siemens, which changes the basic program function(s) of the Application (without eliminating any) or adds one or more new program functions, including but not limited to changes effectuating federal and state regulatory changes, implementing Application correction, and addressing common functional and performance issues.

1.45. "User" shall mean any one individual or entity which has use of the System or a System Component(s) through the User Network.

1.46. "User Network" shall mean all Users at all existing CCSF health care facilities and any future facility added pursuant to this Agreement and other health care providers, including but not limited to, physicians, pharmacies, and laboratories that render services to CCSF health care system patients, on behalf of CCSF, and Non-Provider Users that must access or input information in the System which it is designed to provide or capture through the MAN.

1.47. "Version" shall mean new Application features packaged and delivered as part of existing and/or new Applications.

1.48. "Warranty Period" and "Initial Warranty Period" shall have the applicable meaning described in the applicable warranty provisions of this Agreement or in the applicable Exhibit.

1.49. "Wide Area Network" shall mean the network connecting the MAN to Siemens' ISC and other processing centers, including the leasing and maintenance by Siemens of modems,

Siemens' network management services, and coordination of long-haul communications services with telecommunications suppliers by Siemens on behalf of CCSF.

1.50. "Workplan" shall mean the tasks listed in Exhibit F, including Adaptations, analysis and building specifications, quality assurance unit testing, education and training, the development, delivery, and Installation of the System and System Components, and the training schedule, attached hereto as Exhibit F.

2. Grant of License. Siemens hereby grants CCSF a non-exclusive, non-transferrable license to the Applications listed in Exhibit A, in accordance with the terms and conditions of this Agreement. That license is perpetual or for a specified duration or term, as specified in Exhibit A.

3. Term.

3.1. Term. This Agreement shall be effective as of the July 1, 2010 and shall continue in effect through June 30, 2017 ("Term"). No later than thirty (30) days prior to the end of the Term, CCSF shall have the option to extend the Term by twenty-four (24) months at the then-invoiced rates, subject to the applicable adjustment terms in this Agreement, by executing a corresponding amendment with Siemens. Upon termination of this Agreement, Sections 31 and 32 shall survive in perpetuity.

4. RCO System Applications and Licensed Applications.

4.1. Data To Be Processed at ISC. During the term of this Agreement, Siemens shall process data of CCSF and all of its Users on the RCO System Applications at the ISC in accordance with the terms of this Agreement, and its ISC data processing capabilities and access to RCO System Applications shall be available to CCSF as provided in Exhibit I.

4.2. Adaptations. CCSF shall have the right and ability to make Adaptations to the RCO System Applications for use by its User Network utilizing the OAS, which provides CCSF with flexibility and control over Adaptations. The parties agree to use good faith efforts to identify efficiency issues that may be improved by changes to CCSF's operational procedures, screen logic, pathways, database access, etc., and to mutually agree upon solutions to such identified issues, that do not impact CCSF's day-to-day operations. In reaching such mutual agreements, CCSF will act in good faith to respond to situations when CCSF Adaptations are documented by Siemens to adversely impact the performance of the System or a System Component. In the event CCSF submits specifications for a planned Adaptation(s) which are approved by Siemens prior to implementation of the Adaptation(s), and subsequent to implementation, an adverse impact on the operation of the System or a System Component is documented by Siemens, Siemens will assist CCSF in identifying and resolving the cause of the adverse impact at no additional charge to CCSF. Siemens agrees to respond to CCSF with regard to specifications for Adaptations submitted pursuant to this Section within forty-five (45) days of receipt from CCSF.

4.3. Initial User Network. Attached as Exhibit D, Schedule 1 /Hardware Configuration, is the RCO Sizing and Capacity schedule and the equipment configuration for CCSF's on-site Equipment for the Initial User Network, as reflected in Exhibit O. Siemens warrants that the Equipment and WAN configuration, specified in Exhibit D, Schedule 1 / Hardware Configuration and Part I of Exhibit A, shall be sufficient to support and operate the System and all System Components for the use of the Initial User Network as described under and in accordance with this Agreement. If Equipment other than as identified on Exhibit D, Schedule 1 / Hardware Configuration, (as it exists now

or is hereafter amended by the parties) is required to support or operate the System or any System Component, Siemens will pay all costs associated with the acquisition and installation of such Equipment. If Siemens fully performs by paying all costs associated with the acquisition and installation of such Equipment, as provided herein, the remedy for breach of warranty provided in this Section shall be CCSF's sole remedy for such breach and shall preclude any other remedy available under this Agreement or at law or in equity for such breach. Siemens also acknowledges that CCSF has informed it of its intention to fully integrate its health care delivery system and of its desired end uses and potential User Network requirements, as set forth in the Recitals herein. Siemens further acknowledges that CCSF's integrated public health care system and therefore its User Network are not intended to be static, but rather, capable of evolving and enlarging to meet the changing needs of health care delivery as dictated by state and federal governments, accreditation agencies, and the marketplace. Therefore, provided additions to the Initial User Network are made in accordance with Section 4.4, each time the User Network is expanded, Siemens agrees to provide updated Equipment and WAN configurations and warranties that the Equipment and expanded Equipment and WAN configurations are sufficient to support and operate the System and all System Components as described in this Agreement, provided CCSF obtains Equipment and makes other MAN changes which are approved by Siemens as being technologically compatible with its suggested Equipment and WAN changes. Exhibit D, Schedule 1 / Hardware Configuration shall be amended to reflect any updated Equipment and WAN configurations hereunder. Siemens' suggested Equipment, WAN and MAN changes shall be consistent with generally accepted standards in the information technology industry. Such updated warranties are to be in writing, mutually agreed to by the Director and Siemens, and made a part of this Agreement. All updated warranties provided under this Section, shall be effective throughout the remaining term of this Agreement, unless superseded by a subsequent updated warranty.

4.4. Additions To User Network. CCSF may utilize the System and System Components to process the data of additional individuals or entities that are not identified as Initial Users, provided that:

A. CCSF provides Siemens with written notice of its intention to add Users to its User Network and obtains Equipment and makes other MAN changes which are approved by Siemens as being technologically compatible with its suggested hardware and MAN changes, including provision of professional services necessary to implement such changes. Siemens' suggested hardware and MAN changes shall be consistent with generally accepted standards in the information technology industry;

B. CCSF remains responsible for any payments due under this Agreement and for compliance with the terms and conditions of this Agreement by its User Network;

C. The addition of Users shall not result in the termination of an existing Agreement between Siemens and such Users; and

D. It is understood by the parties that additions to the User Network may result in processing requirements adjustments as set forth in Exhibit A.

4.5. RCO System Applications License. Siemens hereby grants CCSF a license to use the RCO System Applications for the purpose of processing or transmitting the data of the User Network; provided however, that CCSF warrants that it will not exercise its rights under this license of the RCO System Applications unless and until any of the events identified in Section 34.4 occur. This license is perpetual or for a specified duration or term, as specified in Exhibit A.

4.6. Licensed Applications. Siemens hereby grants CCSF a license for the term of this Agreement to install on the MAN and utilize one (1) copy of the Applications identified in Part III of Exhibit A for the purpose of processing or transmitting the data of the User Network. CCSF shall have the right to make Adaptations and reproduce a reasonable number of copies of those Applications and their Documentation to be used solely at CCSF. CCSF agrees to include on all copies or partial copies any copyright or proprietary notices, and to maintain a record of the number and location of all copies.

4.7. Additional Licensed Applications. Additional Applications may be licensed by CCSF through execution of an amendment to this Agreement pursuant to Section 30.

4.8. Data to be Processed at CCSF. During the term of this Agreement, CCSF shall process its data on the RCO System Applications at CCSF in accordance with the terms of this Agreement.

4.9. Proprietary Rights. Except as provided in Sections 11 and 35, CCSF shall not transfer its license nor sublicense any RCO System Application or Licensed Application. Siemens shall have the exclusive title to, copyright, trade secret right in, and the right to grant additional licenses to, the RCO System Applications and the Licensed Applications. If Siemens incorporates the programs of any third persons or entities in the RCO System Applications or Licensed Applications, those persons or entities shall be entitled to the benefit and the obligations of CCSF under this Section 4.

4.10. Commencement of License. The licenses granted pursuant to Section 4.6 or 4.7 above for any Licensed Application shall commence upon Delivery of that Licensed Application to CCSF, provided payment is made in accordance with this Agreement.

4.11. No Fee For Updates, Etc. In the event that during the term of this Agreement Siemens shall produce for sale, license, or otherwise any future Update, Release, or Version to any Licensed Application after delivery to CCSF, CCSF shall receive such Update, Release, or Version at no additional charge within 30 days of its general availability to Siemens customers. Further, if Application functions not included in any Module or application marketed by Siemens as of the Date of Certification of this Agreement are subsequently made generally available to any of Siemens clients, CCSF shall have the option to obtain that Module or application at a price equal to the Siemens' then-current published rates, less twenty percent (20%).

5. Escrow of Source Codes.

5.1. Siemens is a party to a Software Escrow Agreement with Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), attached as Exhibit O. Siemens warrants that it has deposited into escrow with Iron Mountain the source code ("Source Material"), for all Applications identified in Exhibit A and C of this Agreement and that all Source Material delivered is complete and the Applications thereon are capable of being executable on appropriately configured computer system(s). The following fees apply to the delivery into Escrow of Applications listed in Exhibit A and C. Groupings of Siemens Applications are identified below as "Deposits". CCSF has executed the "Form of Acknowledgment by Beneficiary" and agrees to pay to Siemens an annual fee for the Escrow for the INVISION, Radiology, Pharmacy, Decision Support, Soarian Enterprise Document Management and OPENLink Deposit Groupings of Two Thousand Five Hundred dollars ($2,500). For a Siemens Application listed below that is not an RCO System Application or Licensed Application as of the Date of Certification of this Agreement, the fees listed below shall remain in effect for twenty-four (24) months from the Date of Certification of this Agreement; thereafter, Siemens' then-current rates will apply. The annual Escrow fee shall commence on the Date of Certification of this Agreement, or as

otherwise agreed by the parties. The fee may be adjusted according to the Monthly Support Fee adjustment provisions of this Agreement

Deposit Grouping	Annual Escrow Fee
INVISION	$1,000
Radiology	$ 250
Pharmacy	$ 250
Decision Support	$ 250
Soarian Enterprise Document Management	$ 250
OPENLink	$ 500

5.2. Siemens will pay to Iron Mountain all fees required to maintain the Escrow relationship, except that CCSF will pay any charges imposed by Iron Mountain on the release of Source Material. As of the Date of Certification of this Agreement, the fee for release of Source Material is $650 per Deposit. That fee shall remain fixed for at least twenty-four (24) months from the Date of Certification of this Agreement, with Siemens being responsible during that time for any difference between the stated fee and Iron Mountain's then-current fee. If CCSF exercises its rights under the Escrow and receives Application Source Material, such Source Material shall remain the proprietary information of Siemens. In the event that a Source Material release includes Source Material for a Siemens Application that is not an RCO System Application or Licensed Application under this Agreement, CCSF agrees to destroy or return to Siemens all such unlicensed property.

5.3. The events of release of the Source Material or Release Conditions are set forth in Section 1 of Exhibit C to the Software Escrow Agreement reproduced in Exhibit O.

6. Utility Lines. CCSF hereby appoints Siemens as its agent and representative to identify and procure the utility lines necessary to support and operate the RCO System Applications for the User Network and to monitor and support the connection of the System or System Components to the public telephone network.

7. Workplan, Installation, And First Productive Use.

7.1. Implementation of Workplan. Siemens shall implement the tasks listed in the Workplan attached hereto as Exhibit F, and incorporated by reference as though fully set forth herein. Any new work requests by CCSF shall be in the form of a PSR and upon execution by both parties shall be appended to and become part of Exhibit F.

7.2. Workplan Schedule. Siemens' responsibilities for the delivery, Installation, and First Productive Use of each new System Component, and the training of CCSF personnel in the use of each new System Component, shall be accomplished by Siemens in accordance with the Workplan and the mutually agreed project workplan developed based on that Workplan. CCSF shall perform its testing and other implementation obligations, including making First Productive Use of Applications, in accordance with the Workplan and the mutually agreed project workplan developed based on that Workplan.

7.3. Failure To Comply With Workplan. The failure of Siemens to meet its responsibilities for the Workplan time schedule as to any System Component and/or to complete

Installation of the System in accordance with the dates specified in the Workplan, unless extended or modified only by mutual written Agreement of the parties, shall be a material breach by Siemens of this Agreement, entitling CCSF, in addition to and cumulative of all remedies available to it, to immediately commence withholding payments due to Siemens under this Agreement until Siemens cures the Workplan time schedule default. The amount of any withholding by CCSF under this Section shall be determined in good faith upon considering the nature of the failure to meet the Workplan time schedule and the other circumstances arising from Siemens' failure to meet the Workplan time schedule. Any withholding under this Section shall be in accordance with Section 9.5.C.

8. System Component Documentation.

8.1. Softcopy. Siemens shall make available to CCSF through Siemens' customer-only website, electronic copies of Siemens' Documentation (hereafter "Softcopy") for all Applications for use by CCSF's User Network at no additional cost on or before Installation of such Application. If Softcopy for any Application is not completed at the time of Installation of the Application, Siemens shall provide Softcopy to CCSF within ten (10) days after its availability for use by Siemens customers.

8.2. Revision or Additional Documentation. If the Documentation for any Application is revised by Siemens at any time, or if additional Documentation is developed by Siemens with respect to any Application, Siemens shall deliver two (2) hard copies and make available electronic copies through Siemens' customer-only website, of such revised or additional Documentation to CCSF within thirty (30) days of its general availability, at no additional cost to CCSF.

8.3. CCSF Use of Documentation. CCSF may, at any time, reproduce limited copies of all Documentation, Specifications, and other printed materials provided by Siemens, distribute such copies to Users, and incorporate such copies into its own technical manuals, provided that such reproduction is made solely for CCSF internal use in the operation and utilization of the System or System Components, excluding the equipment designated on Exhibit A and Wide Area Network, and Siemens' copyright notice is reproduced thereon.

9. Payment.

9.1. Fees. CCSF agrees to pay Siemens for the products and services listed in Exhibit A in accordance with the terms of this Agreement and the fees and fee adjustments specified in Exhibit A. In no event shall the amount of this Agreement exceed THIRTY THREE MILLION EIGHT HUNDRED TWENTY THOUSAND FOUR HUNDRED EIGHTY SEVEN DOLLARS ($33,820,487).

Siemens understands that, of the maximum dollar obligation listed in Section 9.1 of this Agreement, $3,623,624 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

9.2. Professional Service Fees. CCSF shall pay professional service fees for work performed pursuant to PSRs contained in Exhibit F at Siemens' then current professional service rates within the limits of the funds for which this Agreement is Certified.

9.3. Travel and Living Expenses. Siemens agrees to utilize San Francisco area personnel ("Local Personnel") whenever possible to minimize travel and living expenses incurred. Travel and living expenses charged to CCSF under this Agreement shall be consistent with Siemens policies, which are attached hereto as Exhibit L and are incorporated by reference as though fully set forth herein. The travel and living expense policies contained in Exhibit L may be revised if Siemens sends at least thirty (30) days' written notice to CCSF of the proposed revised policies in writing and CCSF approves such revised policies in writing. Such approval shall not be unreasonably withheld. Upon securing CCSF's written approval, the revised policy shall be appended hereto as Exhibit L.

9.4. Method of Invoice for Professional Services and Other Expenses. Siemens shall invoice CCSF monthly for all hours worked, travel and other reimbursable expenses as specified in this Section 9. The invoices for billable professional services will be at a level of detail sufficient to identify the employee by name and type, the billable hourly rate for that employee type, the date(s) on which the service was rendered, and the hours of service rendered on each date. Siemens shall maintain individual employee timesheets and expense report records to support invoices and permit CCSF to inspect such records upon reasonable prior notice. Each invoice shall be in the form required by CCSF.

9.5. General Payment Provisions. The following provisions shall apply to all payments under this Agreement:

A. Payment shall be made by CCSF to:

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355

B. All payments under this Agreement shall be due and payable within thirty (30) business days after receipt of invoice by CCSF. Siemens may send invoices to CCSF to the attention of: Director of Management Information Systems of CCSF's Department of Public Health. Failure of CCSF to make payment within sixty (60) days of receipt of invoice shall be deemed a material breach of this Agreement.

C. Notwithstanding anything provided in Section 9.5.B., CCSF will not be in material breach of this Agreement for failure to pay with regard to amounts withheld in pursuant to a good faith dispute regarding performance hereunder, if (a) before the payment due date CCSF (i) completes and sends to Siemens a Dispute Form (CCSF may access the Dispute Form at http://www.smed.com/ and submit online, or email to custacct@shs.siemens.com.) or (ii) provides Siemens' Project Manager with a detailed written description of the dispute and amounts withheld and (b) pays undisputed amounts in accordance with this Section 9.

D. The parties agree that Siemens may increase any Recurring Fees on thirty (30) days' notice once in any twelve (12) month period. The percentage of any increase shall equal the lesser of the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers ("CPI") or four percent (4%); however, Siemens agrees not to adjust any Recurring Fees before the first anniversary of the date of this Agreement.

10. Payment Does Not Imply Acceptance. The making of any payment or payments by CCSF, or the receipt thereof by Siemens, shall in no way affect the responsibility of Siemens to furnish the System and all System Components in accordance with this Agreement, and shall not imply

acceptance by CCSF of the System or any System Component or the waiver of any warranties or requirements of this Agreement.

11. Terms of Use of System.

11.1. Use Restrictions. Subject to the restrictions of this Agreement, CCSF will use the System and System Components to process or transmit the data of the User Network on the MAN as determined by the Director.

11.2. Other Permitted Uses. Without incurring additional remote computing or license fees from Siemens, CCSF's use of the System and System Components during the term of the Agreement includes, among other things, the following:

A. CCSF's right to add locally-developed modules that interface with the System and System Components; and

B. CCSF's right to add and use third-party applications and interfaces on the MAN.

12. Quiet Enjoyment. CCSF shall be entitled during the term of this Agreement to use the System and all System Components without disturbance subject only to its obligation to make the required payments under this Agreement or as otherwise ordered by a court. Siemens represents that this Agreement is neither subject to nor subordinate to any right of Siemens' creditors nor subject to the claims of any third parties. Further, Siemens warrants that during the term of this Agreement, it will not subordinate this Agreement without the prior written consent of CCSF and providing in such subordination instrument for non-disturbance of CCSF's use of the System and System Components in accordance with this Agreement.

13. Title to Applications and Authority to License.

13.1. Title. Title to the Applications and any additions to or modifications of the Applications provided by Siemens to CCSF shall remain with Siemens or as otherwise designated by Siemens.

13.2. Authority to Contract. Siemens warrants that it has full power and authority to grant the rights granted by this Agreement to CCSF without the consent of any other person, and neither the performance of this Agreement by Siemens (including but not limited to the development of Custom Programming and the provision of RCO Systems Applications) nor the license to, and use by, CCSF and its User Network of the Applications (including the copying thereof) will in any way violate any non-disclosure agreement nor, as specified in Section 29.3, constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information or other rights of any third party.

14. Installation.

14.1. Installation Services. Siemens agrees to perform the following services to install the System and System Components in accordance with the Workplan attached as Exhibit F and the other requirements of this Agreement:

A. Have the Siemens Project Manager on site at CCSF in accordance with the Workplan or as otherwise agreed;

B. Install the Licensed Applications at CCSF and arrange the communications link with ISC for RCO System Applications so that they are delivered to CCSF; and

C. Provide installation staff to complete Siemens' tasks as defined in this Agreement and the Workplan until Installation of the System and all System Components has been successfully completed and there has been a Final Acceptance of the System by the Director.

14.2. Performance of Siemens Installation Tests. Neither the System nor any System Component shall be considered ready for commencement of CCSF's Acceptance Testing unless and until the content and results of Siemens' standard installation tests have been completed by Siemens and the results thereof made available in a written report to the Director and, with regard to individual System Components, such System Component shall not be considered Installed until it has passed CCSF's Preliminary Component Acceptance Test. Among other things, Siemens' installation test must meet the following criteria:

A. The standard test of all on-line and batch Applications, and their Modules, functions, and features, which may include Siemens' test at its corporate facility;

B. Compliance with all Siemens' installation procedures applicable to the System or System Components;

C. The expected System or System Component test results, with regard to terminal display screens, on-line transaction effects, reports, and update files must be fully described in the Documentation; and

D. Siemens determines each System Component and the System performs as required under this Agreement.

14.3. Notice of Installation. Upon completion of Siemens' installation testing as to each System Component, Siemens shall notify the Director in writing that it considers the System or System Component, as applicable, ready for CCSF's Preliminary Component Acceptance Test.

15. CCSF Acceptance Tests.

15.1. Component Acceptance Tests. There shall be three types of Acceptance Tests performed by CCSF for each individual System Component provided by Siemens hereunder: (1) a Preliminary Component Acceptance Test, (2) an Integrated Component Acceptance Test, and (3) a Final Component Acceptance Test. Unless retesting is required as provided herein, CCSF shall perform all Component Acceptance Tests within the time frames specified in the Workplan or the mutually agreed project workplan developed based on that Workplan. If retesting is required, CCSF shall exercise all reasonable efforts to enable it to perform all Component Acceptance Testing in a timely manner.

A. Preliminary Component Acceptance Test (Installation). Within five (5) business days after Siemens notifies CCSF that a System Component is, in Siemens' view, ready for CCSF Acceptance Testing and has been tested by Siemens, and CCSF's personnel have been trained as provided in Section 7.2 hereof with respect to training that is scheduled to occur prior to Acceptance Testing, CCSF shall perform a Preliminary Component Acceptance Test of the System Component on its MAN and Equipment in order to verify that the System Component has been properly installed, is operational in accordance with the Documentation, including screen displays, and in accordance with specified scheduled and on-demand outputs (including reports and forms, billing and other required documents as set forth in the Documentation or as otherwise mutually agreed), and is ready for

Adaptation. If the System Component does not successfully pass the Preliminary Component Acceptance Test, CCSF shall immediately notify Siemens in writing, specifying how the System Component did not pass the test, and the System Component shall not be considered Installed. Upon receipt of such notice, Siemens shall immediately begin efforts to rectify all failures specified in the notice of failure, use all reasonable efforts to rectify the failure(s) in as expeditious a manner as possible, and shall notify CCSF when, in its view, the System Component has been effectively Installed. The foregoing preliminary testing procedures shall be repeated until the System Component passes CCSF's Preliminary Component Acceptance Test, at which time the System Component shall be deemed to have been Installed. If CCSF makes First Productive Use of any System Component, that System Component shall be deemed Installed.

B. Integrated Component Acceptance Test. Once CCSF has built sufficient Adaptations for an installed System Component, excluding the equipment designated on Exhibit A and Wide Area Network ("Tested Component"), to be utilized in its day-to-day business, CCSF shall perform an Integrated Component Acceptance Test on CCSF's MAN and Equipment in accordance with the Documentation, including screen displays, and in accordance with specified scheduled and on-demand outputs (including reports and forms, billing and other required documents as set forth in the Documentation or as otherwise mutually agreed) in order to determine, among other things, whether (1) the Tested Component, including all of its Modules, performs according to the functions, specifications, and descriptions of the Tested Component as set forth in this Agreement and its Documentation, (2) the Tested Component, including all of its Modules, interface and integrate with each other, and (3) the Tested Component can be effectively utilized in CCSF's approved operating configuration (Exhibit D, Schedule 1/ Hardware Configuration), is capable of running the specified data without failure, and meets the Performance Criteria as warranted in Section 21.3 and Exhibits I and J. If and when a Tested Component passes the Integrated Component Acceptance Test, CCSF shall proceed to First Productive Use of the Tested Component.

C. Final Component Acceptance Test. Within sixty (60) business days after First Productive Use of a System Component, CCSF shall perform a Final Component Acceptance Test on CCSF's MAN and Equipment in accordance with the Documentation, including screen displays, and in accordance with specified scheduled and on-demand outputs (including reports and forms, billing and other required documents as set forth in the Documentation or as otherwise mutually agreed), in order to determine, through the live on-line use of CCSF's actual data in its day-to-day operations, among other things, whether (1) the System Component, including all of its Modules, perform according to the functions, specifications, and descriptions of the System Component as set forth in this Agreement and its Documentation, (2) the System Component including all of its Modules, interfaces and integrates with all of the other System Components and their Modules already on-line on the MAN, and (3) the System Component can be effectively utilized in CCSF's approved operating configuration (Exhibit D, Schedule 1 /Hardware Configuration), is capable of running the specified data without failure, and meets the Performance Criteria as warranted in Section 21.3 and Exhibits I and J. If and when a System Component passes the Final Component Acceptance Test, CCSF shall sign and deliver to Siemens a certificate, in the form attached hereto as Exhibit H, reflecting Acceptance of the System Component.

15.2. Final System Acceptance Test. After receipt by Siemens of all System Component acceptance certificates, and within five (5) business days after Siemens' notification to CCSF that the System has been completely installed to operate as a whole on an integrated basis and tested by Siemens, and CCSF's personnel have been trained as provided in Section 7.2 hereof with respect to training that is scheduled to occur prior to Acceptance Testing, CCSF shall commence performing an Acceptance Test of the entire System ("Final System Acceptance Test") in accordance with the Documentation, including screen displays, and in accordance with specified scheduled and on-demand

outputs (including reports and forms, billing and other required documents as set forth in the Documentation or as otherwise mutually agreed) and shall complete such test as quickly as practicable. The Final System Acceptance Test shall be conducted on CCSF's MAN and Equipment in order to determine, among other things, whether (1) the System performs according to the functions, specifications, and descriptions of the System as set forth in this Agreement and all Documentation, (2) all of the System Components and all of their Modules interface and integrate with each other, and (3) the System can be effectively utilized in CCSF's approved operating configuration (Exhibit D, Schedule 1 / Hardware Configuration), is capable of running the specified data without failure, and meets the Performance Criteria as warranted in Section 21.3 and Exhibits I and J. If and when the System passes the Final System Acceptance Test, CCSF shall sign a certificate in the form attached hereto as Exhibit H, reflecting Final Acceptance.

15.3. Failure of Integrated Component Acceptance Test, Final Component Acceptance Test or Final System Acceptance Test. If CCSF makes a good faith determination that a System Component has not successfully completed either the Integrated Component Acceptance Test or the Final Component Acceptance Test, or that the System has failed the Final System Acceptance Test, CCSF shall promptly notify Siemens of such failure in writing (hereinafter, "Notice of Failure"), specifying with as much detail as possible the manner in which the System Component or System failed to pass the applicable Acceptance Test. Siemens shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections and modifications to the System Component as will permit the System Component to be ready for retesting and the Siemens Vice President of Services-Western Zone shall be notified of the failure and shall remain personally involved in the correction effort. Siemens shall notify CCSF when such corrections and modifications have been completed, and CCSF shall commence a second, and, if required, a third Integrated or Final Component Acceptance Test of the System Component, or Final Acceptance Test of the System (whichever is applicable) as provided above, and use all reasonable efforts to complete such retesting in a timely manner. If after CCSF completes the applicable Acceptance Test for a third time, it makes a good faith determination that the System Component or the System again fails to pass the applicable Acceptance Test, CCSF shall promptly notify Siemens in writing, specifying in the notice CCSF's election either to (1) afford Siemens the opportunity to repeat the correction and modification process as set forth above, or (2) depending on the nature and extent of the failure, and the parts of the System Component or System affected, in CCSF's sole judgment, terminate this Agreement in accordance with Section 23 as a non-curable default with respect to (i) one or more particular Module(s) that is (are) not performing, as required herein, or (ii) the entire System Component. The foregoing correct and modify procedure shall be repeated until the System Component or System, based on CCSF's good faith determination, passes the applicable Acceptance Test, or CCSF elects one of the termination options described above. In the event of a termination under this Section, Section 23.2 below shall apply with respect to transitioning data upon termination, and CCSF shall have the right to receive from Siemens, within 10 business days of written notice of termination, reimbursement of all payments made to Siemens by CCSF under this Agreement for the Module or System Component as to which the termination applies. If the termination applies only to a Module or System Component, at CCSF's option, any reimbursement due to it, may be credited against other sums due and payable by CCSF to Siemens under this Agreement. If Siemens fully performs by making complete reimbursement to CCSF as provided herein for the Module or System Component, as applicable, the reimbursement remedy under this Section shall be CCSF's sole remedy and shall preclude any other remedy available under this Agreement or at law or in equity for failure of the Integrated Component Acceptance Test, Final Component Acceptance Test, or Final System Acceptance Test. Section 27 shall not in any way limit the amount of reimbursement, which shall not be considered damages hereunder, to which CCSF may be entitled under this Section, provided however that punitive, incidental, and consequential damages remain excluded as provided in Section 27.

16. Support.

At no additional charge to CCSF, Siemens shall:

16.1. Siemens shall correct any failure of the Applications to perform substantially in accordance with their respective Documentation, or any failure of supported items of Custom Programming to perform substantially in accordance with their respective Specifications. CCSF may access the Siemens Customer Service Center ("CSC") through either the Internet enabled Electronic Issue Management System ("EIM") or, for urgent issues, by telephone 24 hours per day, 7 days per week to report such failures. CCSF shall provide Siemens with both on-site and remote access to the System via the network configuration described in the customer-only section of the Siemens Web site, www.smed.com. CCSF shall be responsible for all telecommunication services and remote programming support connections charges.

16.2. Siemens shall initiate work on urgent issues within one hour of CCSF's request for assistance to the CSC. Urgent issues are issues involving substantial Application failure or issues, which, in CCSF's reasonable judgment, are critical to CCSF's overall operation. As to all other issues, Siemens will maintain on-line help screens on the EIM that define escalation levels and response time frames. Through the EIM, CCSF may track the escalation of an issue, together with the time spent and actions performed to resolve the issue. In addition, CCSF may use the EIM to request a reevaluation and escalation of the severity of a support issue.

16.3. Siemens shall provide CCSF with issue solution reference sources, including but not limited to Documentation updates, Customer Memos, and the Siemens Medical Services Knowledge Base, that provide answers to common support questions and advice on problem determination, diagnostic procedures and other support procedures. CCSF shall set up a support help desk and ensure that appropriate personnel are trained in the use and support of the System and network. Prior to reporting a support issue, CCSF shall complete any problem determination procedures, diagnostic activities and remedial actions detailed in these reference sources and in the Documentation. After CCSF reports an issue to the CSC, CCSF shall perform any remedial actions specified by the CSC, including, without limitation, installing Updates, Releases or new Versions. CCSF shall also be responsible for updating and, upon resolution, closing all support issues electronically through the EIM.

16.4. For all Applications or other System components operated at a Facility, CCSF shall be responsible for maintaining a support testing environment configured in accordance with Exhibit D, Schedule 1 / Hardware Configuration and for maintaining all necessary back-ups, recovery and required System operating procedures as specified in the Documentation.

16.5. Siemens shall provide periodic Updates and Releases to the Applications for which CCSF is paying support fees and Documentation of these items at no additional license fee. For those Applications provided (i) remotely or (ii) on a term licensed basis or (iii) for which CCSF is paying "Extended Support" as indicated in a Supplement or amendment, if Siemens announces a new Version, CCSF shall receive the Version together with its Documentation at no additional license fee. Where a perpetually licensed Application is not covered by Extended Support, if Siemens announces a new Version of such Application, the new Version will be charged at Siemens then current rates. For Applications installed at a Facility, CCSF shall implement Updates within sixty (60) calendar days, Releases within six (6) months and Versions within eighteen (18) months after the item's General Availability Date unless Siemens announces or agrees to extensions to these implementation time frames. New features, enhancements to functionality and/or regulatory changes will not be retrofitted to down-level Releases or Versions, and CCSF understands that in order to apply warranty repairs to the

Applications, CCSF must install all Updates. For Applications installed at the ISC, Siemens shall install Updates, Releases and Versions, and CCSF shall perform any implementation tasks as advised by Siemens and in accordance with implementation schedules provided by the ISC.

16.6. At CCSF's expense, CCSF shall obtain all additional equipment, the level of Third Party Software designated by Siemens, and any professional services required to implement Updates, Releases, Versions, Custom Programming or optional net new functionality. CCSF shall obtain support or maintenance for all Third Party Software and Equipment from the respective vendor or support provider or, where available from Siemens and shall be responsible for any additional equipment or professional services required by Third Party Software vendors. Siemens shall provide CCSF with coordination assistance for allied partner support issues that are related to a Siemens Application. Siemens has established a support baseline which the allied partners are expected to provide to Siemens customers in their separate support agreements. CCSF should follow the communications protocols for contacting those Third Party Software and Equipment vendors that have established such protocols for Siemens customers. CCSF should contact Siemens prior to installing Third Party Software Fix Packs and Service Packs. CCSF must install and maintain anti-virus software on all workstations and servers and CCSF is responsible for obtaining power surge protection and an Uninterruptible Power Supply system for all Equipment.

16.7. For Applications or Custom Programming for which a separate Support Fee is indicated either in a Supplement or amendment, CCSF shall commence paying said Support Fee monthly at the end of the Initial Warranty Period. Support Fees for Applications or Custom Programming already installed shall commence on the date hereof. Siemens may increase all Support Fees each February, upon thirty (30) days written notice, by the lesser of four percent (4%) or the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers ("CPI"). Notwithstanding any other provisions contained in the Agreement, CCSF shall pay any fee increases imposed by Siemens' suppliers of third party licensed content, including without limitation, fees relating to any third party software products or other such third party licensed content imbedded in, or provided with, any Deliverables or services; where any such increases shall be invoiced at such time as other annual/monthly fee increases occur under the Agreement.

ADDITIONAL SERVICES.

16.8. Siemens will make available to CCSF programming changes to the Applications in response to generally applicable state-mandated billing changes and generally applicable federally-mandated regulatory changes, including programming changes made in response to HIPAA. Notwithstanding any other provisions of this Support Program, all such programming changes shall be separately chargeable by Siemens. Changes will be made available to CCSF when made generally available to Siemens' customers. CCSF shall be responsible for any additional Equipment and Third Party Software (whether new or upgraded), any professional services and any third party fee increases required in response to federal and state regulatory changes.

16.9. Siemens will provide CCSF with a Monthly Supplemental Support Services Allowance of four (4) hours per month at no additional fee. Any unused portion of this monthly allowance cannot be carried forward to subsequent months. Any hours in excess of this monthly allowance are billable by Siemens in accordance with Section 16.10. below. These hours may be used for diagnostic assistance and other problem determination procedures, for remediation of problems unrelated to Subsection 16.1 above, and for advice on the operation and functions of the Applications ("Supplemental Support Services"). Based on the nature of the CCSF request, CSC personnel may refer CCSF to other billable services offered by Siemens, including but not limited to training or consulting

services. CSC personnel will advise CCSF as to whether the service can be provided under the Supplemental Support Services or whether it will be separately billable. CCSF shall be responsible for approving each service request and, if applicable, referral, prior to Siemens providing assistance. Time spent on Supplemental Support Services will be calculated in minimum time increments of one-half (1/2) hour.

16.10. Each July throughout the term, commencing July 2011, Siemens will review CCSF's actual usage of Supplemental Support Services over the preceding twelve (12) month period and calculate an Annual Supplemental Support Services Fee based on the CCSF's actual hours of usage during the previous twelve (12) months multiplied by Siemens then current Supplemental Support Services hourly rate. CCSF shall then have the option, exercisable by August 1 each year, of paying for Supplemental Support Services:

(a) Annually in advance, in which event Siemens shall grant CCSF a prepayment discount based on the Net Present Value of the Annual Supplemental Support Services Fee; or

(b) Monthly in advance, in which event Siemens will divide the Annual Supplemental Support Services Fee into equal monthly installments; or

(c) Monthly as incurred based on actual usage each month.

17. Administration of Agreement – Siemens Responsibilities.

17.1. Project Manager. Siemens shall designate a Project Manager. The Siemens Project Manager shall be responsible for Siemens' day-to-day activities under this Agreement and for providing to CCSF reports as provided in Sections 17.3 and 17.4. The Siemens Project Manager shall also serve as Siemens' liaison with CCSF, assign and schedule Siemens personnel to perform all of the services required by Siemens under this Agreement, and act as Siemens' initial representative for dispute resolution as provided in Section 22.2. The Siemens Project Manager shall also perform those tasks identified in Part III of Exhibit F.

17.2. Siemens Staff Approval. CCSF shall have the right to approve or to disapprove of any member of Siemens' project staff assigned to perform under this Agreement. Should the Director be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any person assigned by Siemens to perform services under this Agreement, including the Siemens Project Manager, the Director may request the replacement of that person. The replacement request shall be in writing and upon receipt of the request, Siemens shall make reasonable efforts to furnish a qualified replacement within fifteen (15) business days. Siemens agrees that all project staff assigned to performing this Agreement must have experience with at least two (2) installations in which they were responsible for performing the tasks to which they will be assigned under this Agreement. In addition, CCSF shall have the right to approve or to disapprove any Siemens initiated changes in Siemens' project staff assigned to performing this Agreement, including but not limited to the Siemens Project Manager. CCSF agrees that its personnel removal and approval rights under this Section shall be exercised reasonably. For all Siemens project staff to be assigned to perform under this Agreement, the Director shall be provided with a resume of the person(s) and an opportunity to interview the person(s) prior to giving approval or disapproval. In the event that, as a result of the actions or inactions of Siemens project staff, additional work, which would not otherwise have been necessary, is required to perform this Agreement, Siemens shall perform all such work at no additional charge to CCSF.

17.3. Oral Reports. The Siemens and CCSF Project Managers (as designated pursuant to Sections 17.1 and 18.1) shall meet as required by the work in progress, but in no event less than once a week. The meetings shall include an oral report from Siemens' Project Manager regarding:

A. Overview of activities occurring during the reporting period;

B. Tasks, delivered items, goods, services, and other work scheduled for the reporting period that were not completed;

C. Tasks, delivered items, goods, services, and other work scheduled for the reporting period that were completed;

D. Tasks, delivered items, goods, services, and other work to be completed during the reporting period that were not scheduled;

E. Tasks, delivered items, goods, services, and other work to be completed during the next reporting period;

F. Issues to be resolved;

G. Issues resolved;

H. Summary of project status as of the reporting date;

I. Updates on the implementation of the Workplan; and

J. Any other information that CCSF may, from time to time, reasonably request or Siemens may deem appropriate.

17.4. Written Reports. In order to control expenditures and to ensure reporting of all tasks, deliveries, goods, services, and other work provided by Siemens, the Siemens Project Manager shall provide the CCSF Project Manager with a monthly cumulative written report, containing the following information:

A. Overview of activities occurring during the reporting period;

B. Tasks, delivered items, goods, services, and other work scheduled for the reporting period that were not completed;

C. Tasks, delivered items, goods, services, and other work scheduled for the reporting period that were completed;

D. Tasks, delivered items, goods, services and other work completed during the reporting period that were not scheduled;

E. Tasks, delivered items, goods, services, and other work to be completed during the next reporting period;

F. Issues to be resolved;

G. Issues resolved;

H. Summary of project status as of the reporting date;

I. Updates on the implementation of the Workplan; and

J. Any other information that CCSF may, from time to time, reasonably request or Siemens may deem appropriate.

18. Administration of Agreement - CCSF.

18.1. Designation of Project Manager and Duties. The Director shall designate the person who shall serve as the CCSF Project Manager. The CCSF Project Manager shall serve as CCSF's liaison with Siemens, administer this Agreement for CCSF, and assign and schedule CCSF and CCSF consultant personnel to perform services in accordance with the provisions of this Agreement. The CCSF Project Manager shall, among other things:

A. Evaluate Siemens' performance and, upon submission of proper invoices by Siemens, determine amounts owing to Siemens under this Agreement and make recommendations to the Director for payment;

B. Make recommendations to the Director regarding rejection of work that does not conform with the requirements of this Agreement and the removal or approval of Siemens Project staff;

C. Review and approve or take other appropriate action with respect to Siemens' submittals, including reports submitted under Section 17 and PSRs;

D. Act as the initial CCSF representative for the dispute resolution process described in Section 22 of this Agreement;

E. Prepare proposals for modifications to this Agreement as provided in Section 30, provided, however, that it is understood by the parties that the CCSF Project Manager has no authority to make any changes in the terms and conditions of this Agreement and is not authorized to further obligate CCSF in any respect whatsoever;

F. Have the right at all times to inspect any and all tasks, System Components, the System, goods, services or other work provided by or on behalf of Siemens.

G. Provide information reasonably requested by Siemens' Project Manager to assist Siemens in (1) the performance of its obligations under this Agreement, (2) determining the status of open issues, (3) monitoring performance of project responsibilities and tasks of CCSF under the Workplan, and (4) any other information Siemens may reasonably request from time to time.

18.2. Security Measures. Siemens project staff assigned to perform services under this Agreement, when properly identified, shall be entitled to the same level of security services available at any particular site to CCSF employees.

19. Subcontractors.

19.1. Approval. Although the use of subcontractors is not currently contemplated by Siemens, functions undertaken by Siemens under this Agreement may be carried out under subcontracts only with the prior written approval of the Director. All such subcontracts shall be in writing and shall

abide by such federal, state, and local laws and regulations that pertain to this Agreement. Copies of all subcontracts under this Agreement shall be submitted to the Director for review and approval. The Director shall not unreasonably withhold approval of subcontracts submitted for approval by Siemens.

19.2. Indemnity for Subcontractors' Acts. At Siemens' expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein), arising from any act or failure to act of any Siemens subcontractor, including any officers, employees, agents, or independent contractors of any subcontractor (hereafter collectively referred to as "Subcontractor Claim(s)") by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such Subcontractor Claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such Subcontractor Claim(s). CCSF agrees to give Siemens prompt written notice of any Subcontractor Claim and to cooperate fully with Siemens in the defense and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to participate in the defense independent of counsel engaged by Siemens. However, in the event a legal conflict arises from representation by attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the Subcontractor Claim, CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event of a legal conflict, or fails to do either within a reasonable period of time following receipt of written notice of such a claim, CCSF shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the Subcontractor Claim(s) at the risk and sole expense of Siemens and Siemens shall pay such expenses as they are incurred.

19.3. Siemens Obligations Remain Unchanged. Siemens shall remain responsible to CCSF for any and all performance required under this Agreement, including, but not limited to the obligation to properly supervise, coordinate, and perform all work required hereunder, and no subcontract shall bind or purport to bind CCSF or excuse Siemens of performance. Siemens shall be solely liable and responsible for any and all payments and other compensation to and the performance of all subcontractors and their officers, employees, agents, and independent contractors.

20. Data Backup and Disaster Plan.

20.1. Data Backup. Siemens shall maintain copies of all CCSF data files for back-up purposes. Siemens shall so maintain at least three generations (3 days of data) of the data, and at least one generation shall at all times be kept by Siemens in a secure, fire-proof storage facility;

20.2. Disaster Plan. Siemens shall maintain and implement disaster avoidance procedures by Siemens in accordance with Siemens' written Disaster and Recovery Plan. Recommendations of new technology by Siemens' communications, equipment, and uninterruptible power supply vendors shall also be reviewed on a regular basis and be included in Siemens' planning process as appropriate.

20.3. Disaster Avoidance. Siemens shall maintain disaster avoidance procedures designed to safeguard the CCSF User Network data and the data processing capability of Siemens' ISC throughout the term of this Agreement. Such disaster avoidance procedures include, but are not limited to, the following:

A. Physical Security. Access to the ISC shall be strictly controlled by Siemens. An electronic badge system will be maintained and utilized by Siemens to control access through the main entrance of the ISC. The electronic badge system shall be programmed to permit only persons who have authorized security clearance from Siemens to enter critical areas of the ISC. In addition, Siemens shall provide security guards twenty-four (24) hours a day, seven days a week to monitor ISC access. Siemens shall also maintain operational video cameras to monitor the ISC main entrance, parking facilities, and critical areas within the ISC twenty-four (24) hours a day, seven days a week.

B. Fire Protection. The ISC building is constructed of precast and poured concrete with fire walls separating computer operation areas to minimize fire damage through containment. Siemens represents that the ISC's fire protection system consists of the appropriate type and quality of equipment required to provide effective fire protection and that it is regularly reviewed and updated, and that the system currently consists of smoke detectors (with remote annunciators and zone indicators), automatic sprinkler systems, and a two-part halon system in the computer and tape library areas. Siemens also will maintain at the ISC a system of on-site water towers and wells as backup in the event of a loss of public water service. Further, Siemens represents that water detection devices and drains are installed under all raised floor areas.

C. Power Supply. Siemens warrants that it maintains multiple levels of power backup designed to provide uninterrupted operation of the ISC and equipment in the event of a loss of power. Siemens shall maintain multiple feeds to the ISC from different processing stations of the local power company which furnishes the main power to the ISC, and Siemens represents that they provide four to five times the power needed to run the entire ISC. Siemens shall maintain two levels of uninterrupted power systems to provide smooth transition to the use of Siemens' four large diesel generators in the event of an extended power company outage.

D. Equipment/Air Conditioning. Siemens shall maintain multiple levels of protection against loss of cooling, including a primary backup system which shall provide 400 tons of backup cooling capacity, and a secondary backup system consisting of ice storage units, which shall be capable of providing continuous cooling during a power outage.

E. Computer Equipment. Siemens warrants that the ISC maintains backup equipment that can maintain operations in the event of hardware failures at the ISC. Siemens warrants that it maintains high-availability, and in some cases, redundant models of CPU, storage, networking devices, and other equipment necessary to maintain the current functional level of performance at the ISC. In addition, Siemens represents that it maintains at the ISC detailed, written recovery procedures which its personnel are familiar with and which enable ISC personnel to switch to backup hardware expeditiously.

F. Hardware and Software Changes. Siemens warrants that it maintains a strict change control process, which ISC personnel are familiar with, and which is used for both hardware and software changes.

20.4. Disaster Recovery. Siemens shall maintain disaster recovery plans to be used in the event of any unplanned interruption of the operations of, or accessibility to, the ISC throughout the term of this Agreement. The disaster recovery plan includes, but is not limited to, the following:

A. Hot Site. Siemens shall maintain a contract with a major hot site vendor, which contract shall provide for a recovery site.

B. Testing. Siemens warrants that disaster recovery testing will be performed at least once per calendar year. The testing shall include, but not be limited to, testing of hardware, installation and operation of Applications, recovery of customer data, processing of data and generation of reports, and testing of telecommunications facilities.

C. Staffing. Siemens represents that it employs a team of experienced analysts dedicated to business recovery on a full time basis to be responsible for updating the disaster avoidance and disaster recovery plans and procedures, planning and coordinating tests, and coordinating the overall business recovery process.

D. Recovery Procedures. Siemens warrants that it maintains extensive recovery procedures and automated recovery tools.

E. Off-Site Data Vaulting. Siemens shall store a current copy of data and system files on magnetic media. The magnetic media shall be stored at a secured and hardened off-site facility. The off-site facility shall be guarded twenty-four (24) hours a day, seven days a week. Siemens shall also maintain an automated tape management system which controls the daily process of vaulting files.

F. Operations Interruptions. In the event of any unplanned interruptions of the operations of, or accessibility to the ISC, Siemens shall use its best efforts to restore service to all of its customers, as expeditiously as possible as provided in Section 20.4G. When working to restore service to its customers as provided herein, Siemens shall give the highest priority to restoration of clinical applications in recognition that the quality of health care is of paramount importance to its customers. Restoration of ancillary systems, financial (billing) applications, and general ledger/payroll applications will follow respectively.

G. Time Frames For Recovery. Time frames for restoration of CCSF's service will vary according to the nature and magnitude of the disaster event, the availability of replacement equipment for drop-shipment and the speed with which alternate telecommunication circuits can be made available. Siemens shall use all reasonable efforts to work with telecommunications carriers and equipment vendors to restore service as expeditiously as possible. It is acknowledged that CCSF's recovery time frames may also be effected by its MAN and the availability of replacement site-specific telecommunications hardware.

20.5. Maintenance of Safeguards. Siemens represents and warrants that it shall maintain safeguards throughout the term of this Agreement against destruction, loss, or alteration of CCSF's User Network data, which are no less rigorous than those in effect at the ISC and Recovery Center as of the Date of Certification of this Agreement.

21. Siemens' Representations and Warranties.

21.1. System and System Component Performance Warranty. Siemens warrants that during the term of this Agreement, the System and all System Components (and Modules thereof), excluding the equipment designated on Exhibit A and Wide Area Network, when operated on the Equipment and Third Party Software as set forth in Exhibit D, Schedule 1 / Hardware Configuration, shall perform substantially in accordance with the Documentation for the System and such System Components.

21.2. Correction, Repair, or Replacement.

A. Siemens warrants that it shall make all corrections, whether by repair, replacement, or otherwise, necessary to meet the warranties set forth in Sections 21.1, 21.3, and 21.4, at no additional charge to CCSF during the term of this Agreement.

B. If during the term of this Agreement correction, repair, or replacement of any System, System Component (excluding the equipment designated on Exhibit A and Wide Area Network) or Module is required to make the System, System Component (excluding the equipment designated on Exhibit A and Wide Area Network) or Module conform to the warranty requirements of this Agreement, CCSF shall promptly inform Siemens in writing of its request for such correction, repair, or replacement. Siemens shall promptly, and without additional cost to CCSF, take all reasonable steps to correct, repair or replace System Components, excluding the equipment designated on Exhibit A and Wide Area Network, within fifteen (15) days of receipt of such notice, or such shorter time frame as is otherwise mutually agreed in writing by the parties. Failure by Siemens to comply with its obligations under this Section shall entitle CCSF, in addition to and cumulative of all other remedies available to it, to withhold payments due Siemens under this Agreement until such time as Siemens cures its default hereunder. The amount of any withholding by CCSF under this Section shall be determined in good faith upon considering the nature of the warranty at issue and the other circumstances arising from Siemens' failure to comply with the applicable warranty requirement. Any withholding under this Section shall be in accordance with Section 9.5.C.

21.3. Performance Criteria. Siemens warrants the representations made herein and in Exhibits I and J attached hereto with regard to System down time, response time/availability service response, and System and System Component technical capabilities.

21.4. Service. Siemens warrants that all services to be provided by it under this Agreement shall be performed in a professional, competent, and timely manner by appropriately qualified personnel in accordance with the Workplan and as otherwise contracted for.

21.5. Assignment of Warranties. Siemens hereby assigns and agrees to deliver to CCSF all assignable warranties received by Siemens from third parties for the equipment designated on Exhibit A, Wide Area Network, and such other Equipment obtained for CCSF by Siemens and not warranted by Siemens.

21.6. Incorporation of Applicable Laws.

A. Regulatory Changes. Siemens warrants that all Applications currently incorporate all applicable federal and state of California regulatory requirements, laws, rules and regulations including without limitation all Medicare and Medi-Cal laws, rules and regulations (hereafter collectively referred to as "Regulatory Changes") and that the Applications shall be updated to incorporate all applicable Regulatory Changes. Federally mandated programming changes to Payroll and Accounts Payable Applications and to the Case Mix Groupers/Schemes shall be provided at no charge to CCSF. As to other Regulatory Changes, Siemens reserves the right, depending on the scope of the Regulatory Changes, to charge for programming changes required on a multi-client/pro-rata basis among all Siemens clients to which such Regulatory Changes are applicable and on a specific computing demand basis for processing. Siemens also warrants that Updates with regard to applicable Regulatory Changes shall be available to CCSF within one hundred eighty (180) days after the final specifications are made centrally available by the applicable regulatory agency or such later time for compliance as is specified by that agency.

B. Accreditation Requirements. Siemens warrants that functionality necessary to comply with accreditation requirements of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) shall be made available to CCSF. Siemens and CCSF acknowledge that JCAHO accreditation requirements are continually being defined. Whenever new JCAHO requirements are released and final specifications made available to Siemens, Siemens shall incorporate required functionality either as an Update to existing Applications or as part of new Applications currently under development, as soon as practicable. Charges for this functionality shall be on a multi-client/pro-rata basis as described in subparagraph A above for Updates to existing Applications, or at Siemens' then current rates less twenty (20) percent.

21.7. Siemens' Representations. Siemens warrants that the representations contained in its 2009 Annual Report, attached hereto as Exhibit R are true and correct.

21.8. Litigation Warranty. Siemens warrants that, to the best of its knowledge as of the date of execution of this Agreement, there are no existing or threatened legal proceedings against Siemens that would have a material adverse effect upon its ability to perform its obligations under this Agreement or on its financial condition or operations.

21.9. Virus Warranty. Siemens warrants that, during the term of this Agreement, it will not cause any unplanned interruption of the operations of, or accessibility to the ISC, System, or System Components by CCSF, including, but not limited to, the use of any "lock-up," "time bomb," keylock device or program, or disabling code (hereafter collectively referred to as "Disabling Devices") which could block access to or prevent the use of the ISC, System or System Components by CCSF. Siemens warrants that it has not purposely placed, nor is it aware of, any Disabling Devices provided to CCSF under this Agreement in the Applications, OAS or Custom Programming, which would, without CCSF's intervention, alter, destroy or inhibit the System or CCSF's use of the System or the data contained therein, nor is it Siemens' intention that any subsequently delivered Updates and Releases contain any such Disabling Devices or provide transactions through any interfaces with the intent to inhibit use of non-Siemens systems.

21.10. Insurance Premiums. Siemens warrants that it will maintain all insurance polices referenced in and in accordance with Section 28.

21.11. Warranty Limits. The warranties provided in this Agreement are made to, and for the benefit of, CCSF exclusively. It is understood by the parties that warranties are set forth throughout this Agreement and are not confined to this Section 21. THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED. EXCEPT WHERE INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

22. Internal Dispute Resolution.

22.1. Intent. The parties shall resolve their disputes informally to the maximum extent possible. The parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. Only disputes within the scope of this Agreement are subject to this Section; neither disputes internal to one party nor disputes involving third parties are subject to these procedures.

22.2. Informal Resolution. If a dispute arises during this Agreement, then within three (3) business days after a written request by either party, the CCSF Project Manager and the Siemens Project Manager shall confer to resolve the issue. If the Project Managers cannot resolve the dispute or either of them determines they are not making progress toward the resolution of the dispute within three (3) business days after their initial conference, then the dispute may be submitted to the Director of Management Information Systems of CCSF's Department of Public Health ("CIO") and Siemens' Regional Vice President. If the CIO and Regional Manager cannot resolve the dispute, or either one of them determines that they are not making reasonable progress toward resolution of the issue within five (5) business days after the issue is first submitted to either the CIO or Regional Vice President, then the issue shall proceed pursuant to the Formal Resolution process described in Section 22.3.

22.3. Formal Resolution. A fact finding and dispute resolution panel shall be convened if either Siemens' Vice President or the Director notifies the other in writing of a request for formal dispute resolution ("FDR").

A. The Dispute Resolution Panel. The FDR panel shall consist of three persons. The panel shall be convened ad hoc and there shall be no standing or ex officio members. Siemens' Vice President and the Director shall each appoint one person and their two appointees shall jointly choose a third person who possesses legal and/or technical skills and experience relevant to the dispute at issue. Siemens' Vice President and the Director shall each name their respective appointees within five (5) business days after delivery of notice by a party to initiate FDR. The appointed members of the panel shall choose the final member of the panel within five (5) business days after the date the last of the two appointed members was appointed. If the appointed panel members shall fail to agree upon a mutually acceptable third panel member in the time provided herein, then the parties agree that the third panel member shall be from the San Francisco panel of Judicial Arbitration Mediation Services (JAMS) and shall be selected in the sole discretion of the JAMS administrator.

B. Fact Finding Report. Siemens' Vice President and the Director shall provide to the FDR panel a written description of the dispute, including the particular issues on which the parties seek the FDR panel's recommendations.

(1) Fact Finding. The FDR panel shall engage in fact finding, as required by the dispute and recommend how best to resolve the dispute. The panel may submit written questions to the parties, may request oral statements, and may review relevant documents. Each party has the right to submit written statements to the panel. As to any decision or finding required under this Section 22.3 by the FDR panel, a majority vote of the members of the panel shall be deemed the panel decision or finding.

(2) Report. Within thirty (30) days after the FDR panel is appointed, unless otherwise agreed by Siemens' Vice President and the Director, the FDR panel shall submit a written report, including its finding of fact and recommendations for resolution to the Siemens Vice President and the Director.

22.4. Formal Dispute Resolution Process Not Mandatory. The informal resolution process provided in Section 22.2 is a prerequisite to the exercise of any judicial remedies available to the parties, except in cases where a party is seeking injunctive or other equitable relief. The FDR procedure provided in Section 22.3 is optional and is not a prerequisite to the exercise of any judicial remedies available to the parties including without limitation equitable remedies such as injunctive relief. Failure by a party to pursue FDR shall not constitute a defense to any action by any party to enforce their rights under this Agreement. Nevertheless, the parties agree that the dispute resolution process provided in this

Section 22 should be viewed as the preferred dispute resolution process and used whenever the parties both maintain a good faith belief that the process is likely to result in significant progress toward resolving the dispute.

23. Termination.

23.1. Termination For Cause. In addition to any other provision in this Agreement allowing a party to terminate this Agreement in whole or in part, and without limiting any other remedies available at law, in equity, or under this Agreement, if either party: (1) defaults in the performance of its material duties or obligations under this Agreement; or (2) repeatedly defaults in the performance of its duties or obligations under this Agreement, and such repeated defaults when taken together constitute a material breach and, within sixty (60) days after written notice is given to the defaulting party specifying the default (which period shall include the fifteen (15) day warranty correction period specified in Section 21.2B above if applicable, and not be in addition to it) the default is not cured to the reasonable satisfaction of the party giving the notice of default, or, with respect to those defaults that cannot reasonably be cured within sixty (60) days, if the defaulting party fails to commence to cure the default within sixty (60) days after receipt of the notice of default and to continue proceeding with all due diligence to cure the default, then the party not in default may terminate this Agreement by giving written notice of termination to the defaulting party, which termination shall be effective immediately on receipt of the notice of termination. If the default is incapable of being cured, then the sixty (60) day cure period shall not apply, and notice of termination may be given directly by the party not in default. If the default relates to a particular System Component or Module thereof, the party not in default may elect to terminate this Agreement with respect to such System Component or Module; however, the entire Agreement shall not be terminated unless the default with regard to a System Component or Module materially affects the functionality or performance of the System or other System Components. In the event the party not in default terminates this Agreement as to a System Component or Module, the payments under this Agreement relating to the System Component or Module to which the termination applies shall cease as of the date of termination.

23.2. Transition on Termination or Expiration. Upon expiration of this Agreement at the end of its term (as extended as provided in Section 3 above), or upon termination of this Agreement for cause, Siemens shall at its sole cost and expense deliver to CCSF one copy of all CCSF data from the CCSF User Network stored by Siemens on tape with Siemens' delineated format ASCII with all record layouts so that CCSF can import and use the data on a successor information system, as designated by CCSF. If this Agreement is terminated other than upon expiration of its term or for cause, delivery of CCSF's data as provided herein shall be at CCSF's sole cost and expense. Siemens shall deliver such converted data to CCSF within fifteen (15) days following the termination. Until such time as the converted data is delivered to CCSF, Siemens shall continue to store CCSF's data. Once the converted data is delivered to CCSF, Siemens shall not retain any copy of, in whole or in part, or utilize in any manner, CCSF's data, except as provided in Section 43. The provisions of Sections 31 and 32 shall survive termination of this Agreement.

24. Payment Upon Termination.

24.1. Within 30 days after the specified termination date, Siemens shall submit to CCSF an invoice, which shall set forth each of the following as a separate line item:

A. The reasonable cost to Siemens, without profit, for all services and other work CCSF directed Siemens to perform prior to the specified termination date, for which services or work CCSF has not already tendered payment. Reasonable costs may include a reasonable allowance for

actual overhead, not to exceed a total of ten percent (10%) of Siemens' direct costs for services or other work. Any overhead allowance shall be separately itemized.

B. A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (A), provided that Siemens can establish, to the satisfaction of CCSF, that Siemens would have made a profit had all services and other work under this Agreement been completed and provided further that the profit allowed shall in no event exceed five percent (5%) of such cost.

C. The reasonable cost to Siemens of handling material or equipment returned to the vendor, delivered to the CCSF or otherwise disposed of as directed by the CCSF.

D. A deduction for the cost of materials to be retained by Siemens, amounts realized from the sale of materials and not otherwise recovered by or credited to CCSF and any other appropriate credits to CCSF against the cost of the services or other work.

24.2. In no event shall CCSF be liable for costs incurred by Siemens or any of its subcontractors after the termination date specified by CCSF, except for those costs specifically enumerated and described in the immediately preceding subsection 24.1. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection 24.1.

24.3. In arriving at the amount due to Siemens under this Section 24, CCSF may deduct: (1) all payments previously made by CCSF for work or other services covered by Siemens' final invoice; (2) any claim which CCSF may have against Siemens in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 24.2; and (4) in instances in which, in the opinion of the CCSF, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and CCSF's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

24.4. CCSF's payment obligation under this Section 24 shall survive termination of this Agreement.

25. Withhold Remedy. In addition to, and cumulative to all other remedies provided under this Agreement, in the event Siemens is in default of its duties or obligations under this Agreement and fails to cure the default within sixty (60) days after receipt of written notice of default from CCSF, CCSF may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Siemens under this Agreement during the period beginning with the 61st day after Siemens' receipt of notice of default and ending on the date that the default has been cured to the reasonable satisfaction of CCSF an amount that is in proportion to the magnitude of the default or the service that Siemens is not providing, in CCSF's sole discretion. Upon cure of the default by Siemens, CCSF will cause the withheld payments to be paid to Siemens, without any interest. The amount of any withholding by CCSF under this Section shall be determined in good faith upon considering the nature of the default at issue and the other circumstances arising from the default. Any withholding under this Section shall be in accordance with Section 9.5.C.

26. Force Majeure. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for any failure in performance, resulting from any Contingency beyond the control of such party, provided such Contingency is not caused by the fault or negligence of such party. For purposes of this Agreement, a "Contingency" shall be acts of God, civil or military authority, civil disturbance, war, strikes, fires, explosions, embargoes or blockades or terrorist activity; provided, however, that the provisions of this Section shall not relieve Siemens of its obligations to take appropriate security measures to protect the data, records, and information of CCSF; and provided that both parties shall take reasonable steps to mitigate the impact of the Contingency on the other party, including but not limited to the hiring of qualified temporary or extra personnel, if possible.

27. Limitation of Remedy. Siemens' liability for damages for breach of this Agreement shall be to reimburse CCSF for its actual, direct damages up to two million five hundred thousand dollars ($2,500,000) in the aggregate.

Any sums paid under Sections 29.1, 29.3 and 29.4 of this Agreement shall not be subject to the limits of this Section. Siemens shall not be liable to CCSF for claims caused by the Adaptation or modification of Applications by anyone other than Siemens or for punitive, incidental or consequential damages.

Except as otherwise expressly set forth in this Agreement, CCSF's exclusive remedy for any cause whatsoever, regardless of form of action, whether in contract or tort, and Siemens' entire liability to CCSF is set forth in this Section.

28. Insurance and Indemnity.

28.1. Required Insurance Coverages. In addition to the requirements of Section 27, Siemens shall obtain, pay for, and maintain in full force and effect during the term of this Agreement insurance as follows:

A. Workers' Compensation, in statutory amounts, with Employers' Liability insurance with limits not less than one million dollars ($1,000,000) each accident, injury or illness; and

B. Commercial General Liability insurance with limits not less than two million dollars ($2,000,000) each occurrence combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage; and

C. Commercial Automobile Liability insurance with limits not less than one million dollars ($1,000,000) each occurrence Combined Single Limit of liability for bodily injury, death, and property damage, including owned, non-owned and hired automobile coverages, as applicable;

D. Data Processing Errors and Omissions Insurance with limits not less than ten million dollars ($10,000,000) annual aggregate for all claims each policy year for computer programming, and data processing services

This policy shall contain endorsements that have the effect of providing coverage under the policy for claims arising from both contract and tort breaches of this Agreement by Siemens.

In the event such insurance is not available or is unavailable at commercially reasonable rates in the marketplace, Siemens shall obtain such other coverages that are commercially available, and in combination with self-insurance or solely by self-insurance provide CCSF with, coverage that is in all material respects equivalent to the insurance specified above. In the event Siemens fails to obtain or maintain the insurance or self-insurance as provided for in this Section, Siemens' limit of liability under Section 27 for Covered Claims shall be seven million five hundred thousand dollars ($7,500,000) and not two million five hundred thousand dollars ($2,500,000); and

E. Umbrella (Excess) Liability Insurance with an occurrence limit of not less than twenty million dollars ($20,000,000) shall be secured for each form of required coverage set forth in these Sections 28.1 A-C.

28.2. Claims Made Coverages. To the extent any insurance coverage required under this Section is purchased on a "claims-made" basis, Siemens shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of at least three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Or, Siemens shall purchase an extended policy reporting period of not less than three (3) years, effective upon termination of any such policy or upon termination or expiration of this Agreement.

28.3. Endorsements and Policy Language. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

A. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and must include coverage for bodily injury and property damage. This must be in the schedule under the name of additional insured person(s) or organization(s).

B. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Coverage shall provide a Waiver of Subrogation.

28.4. Subcontractors To Be Insured. SIEMENS shall require that all subcontractors shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

28.5. Cancellation or Lapse of Insurance. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until CCSF receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, CCSF may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance. All policies shall provide thirty (30) days' advance written notice to CCSF of material reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address

Controller's Office
City Hall
1 Dr. Carlton B. Goodlett Place
Room 316
San Francisco, California 94102

and

Contracts Office
Department of Public Health
101 Grove Street, Room 307
San Francisco, California 94102

Should Siemens fail to keep in effect at all times the insurance coverages required under Section 27, CCSF may, in addition to and cumulative with any other remedies available at law, equity, or hereunder withhold payments to Siemens required under this Agreement in an amount sufficient to procure the insurance required herein. If Siemens fails to give notice of cancellation, non-renewal, or material change in coverage or scope or decrease in amount of coverage as provided above, and a claim arises for which insurance to be provided under this Section 28 is not maintained, Siemens shall be liable for such claim and any such liability shall not reduce the amount of liability of Siemens to CCSF under Section 27.

28.6. Other Insurance Requirements. Before commencing any operations under this Agreement, Siemens shall furnish to CCSF certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher as rated in A.M. Best's Insurance Reports, that are authorized to do business in the State of California, and that are reasonably satisfactory to CCSF, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. CCSF acknowledges that in order to obtain necessary insurance coverages, Siemens may contract with Lloyds of London or other insurers authorized to do business in California. Upon written request by CCSF, SIEMENS will provide to CCSF policy extracts and policy documents to clarify insurance coverages or as otherwise needed in the course of CCSF's business activities.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

Approval of the insurance by CCSF shall not relieve or decrease the liability of Siemens hereunder.

29. Indemnity for Injury to Persons and Tangible and Intangible Property.

29.1. Siemens' Indemnity. At Siemens' expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein), arising out of any act or failure to act by Siemens, its officers, directors, agents, employees, subcontractors, or independent contractors, including, without limitation, negligent or willful misconduct, resulting in any claim of injury to any person or persons or damage to tangible or intangible property (hereafter collectively referred to as "Damage Claim(s)") by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such Damage Claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such Damage Claim(s). CCSF agrees to give Siemens prompt written notice of any Damage Claim and to cooperate fully with Siemens in the defense and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing, and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to

participate in the defense independent of counsel engaged by Siemens. However, in the event a legal conflict arises from the representation by the attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the Damage Claim, CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event of a legal conflict, or fails to do either within a reasonable period of time following receipt of written notice of such a claim, CCSF shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the Damage Claim(s) at the risk and sole expense of Siemens and Siemens shall pay such expenses as they are incurred.

29.2. CCSF's Indemnity. At CCSF's expense as described herein, CCSF agrees to defend, indemnify, and hold harmless Siemens, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein), arising out of any act or failure to act by CCSF, its officers, directors, agents, employees, subcontractors, or independent contractors, including, without limitation, negligent or willful misconduct, resulting in any claim of injury to any person or persons or damage to tangible or intangible property (hereafter collectively referred to as "Damage Claim(s)") by paying all amounts that a court finally awards or that CCSF agrees to in settlement of such Damage Claim(s) as well as any and all reasonable expenses or charges as they are incurred by Siemens in cooperating in the defense of such Damage Claim(s). Siemens agrees to give CCSF prompt written notice of any Damage Claim and to cooperate fully with CCSF in the defense and any related negotiations of such claim. Upon receipt of written notice, CCSF will provide a defense of such claim by engaging attorneys of its own choosing, and at CCSF's sole expense. Siemens may at its expense engage counsel of its own to participate in the defense independent of counsel engaged by CCSF. However, in the event a legal conflict arises from the representation by the attorneys selected by CCSF of both Siemens and CCSF, CCSF shall engage at its sole expense, separate attorneys for Siemens. If it is finally determined that Siemens is legally obligated for the Damage Claim, Siemens shall reimburse CCSF for all legal fees and other amounts paid by CCSF associated with the engagement of a separate attorney due to a conflict in representation. In the event CCSF refuses to undertake Siemens' defense or engage in separate counsel in the event of a legal conflict, or fails to do either with a reasonable period of time following, receipt of written notice of such a claim, Siemens shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the Damage Claim(s) at the risk and sole expense of CCSF and CCSF shall pay such expenses as they are incurred.

29.3. Indemnity Re Copyright, Patent, Trademark Infringement. At Siemens' expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation attorneys' fees as provided herein), arising out of any claim that the System or System Components, except as to claims arising solely from the use of equipment designated on Exhibit A or Wide Area Network, or any part of them, infringe upon or otherwise violate any copyright, trade secret, trademark, patent, invention, proprietary information, or other rights of any third party (hereafter collectively referred to as "Infringement Claim(s)") by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such Infringement Claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such Infringement Claim(s). CCSF agrees to give Siemens prompt written notice of any Infringement Claim and to cooperate fully with Siemens in the defense and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to participate in the defense with independent of counsel engaged by Siemens. However, in the event a

legal conflict arises from the representation by the attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the Infringement Claim, CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event of a legal conflict, or fails to do either within a reasonable period of time following receipt of written notice of such a claim, CCSF shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the Infringement Claim(s) at the risk and sole expense of Siemens and Siemens shall pay such expenses as they are incurred. CCSF also agrees that, if the operation of the System or System Components, or any part of them, becomes, or in Siemens' opinion is likely to become, the subject of an Infringement Claim, CCSF will permit Siemens, at Siemens' option and expense for all associated costs, either to procure the right for CCSF to continue to use the affected System Component, or part thereof, or to replace or modify the System Component with another item of comparable quality and performance capabilities to become non-infringing, provided such replacement or modification does not cause the System or System Components, or any part thereof, to fail to comply with any of the requirements of this Agreement, including but not limited to all functionality, technical specifications and performance warranties in Section 21. Siemens' liability hereunder shall not be limited as provided in Section 27. Siemens shall have no obligation hereunder with respect to any Infringement Claim determined to be a result of (1) an alteration or modification of any Siemens Applications, Modules, Documentation, or Custom Programming for which Siemens develops Specifications by CCSF in violation of this Agreement, (2) illegal use by CCSF of any Siemens Applications, Modules, Documentation, (3) Adaptations performed by anyone other than Siemens or Custom Programming for which Siemens does not develop Specifications or (4) CCSF's operation or use of applications not furnished by Siemens and not otherwise specified or approved for use by Siemens under this Agreement.

29.4. Indemnity Re Confidential Information. At its expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein), arising out of any act or failure to act by Siemens, its officers, directors, employees, agents, subcontractors or independent contractors, resulting in the breach of the provisions of Section 32 relating to Siemens' use of confidential information owned or controlled by CCSF (hereafter collectively referred to as "Confidentiality Claims") by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such Confidentiality Claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such Confidentiality Claim(s). CCSF agrees to give Siemens prompt written notice of any Confidentiality Claim and to cooperate fully with Siemens in the defense and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to participate in the defense independent of counsel engaged by Siemens. However, in the event a legal conflict arises from the representation by the attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the Confidentiality Claim, CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event of a legal conflict, or fails to do either within a reasonable period of time following receipt of written notice of such a claim, CCSF shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the Confidentiality Claim(s) at the risk and sole expense of Siemens and Siemens shall pay such expenses as they are incurred.

30. Modification of Agreement and PSRs. No alteration, amendment, or modification of the terms of this Agreement, or PSR shall be valid or effective unless in writing, and signed by Siemens and Authorized hereunder by CCSF. Such changes, including any increase or decrease in the amount of Siemens' compensation, which are mutually agreed upon by and between CCSF and Siemens, shall be effective upon execution of an Authorized amendment to this Agreement or PSR.

31. Proprietary Information of CCSF and Siemens.

31.1. Restricted Information. Siemens and CCSF understand and agree that, in the performance of work or services under this Agreement, or in contemplation thereof Siemens and CCSF may have access to private or confidential information of each other and that such information may contain trade secrets, proprietary details and sensitive information ("Restricted Information"), the disclosure of which or use by the other party or by third parties could be damaging to the party who owns the information. Siemens and CCSF each agree that the Restricted Information of the other party shall be held in strict confidence and used only in the performance of the services under this Agreement and shall not, unless otherwise required by the California Public Records Act (Cal. Gov. Code Section 6100 et seq.) or San Francisco Administrative Code Sections 67.20-67.32, or any other law or statute of similar effect, be used by the non-owning party or disclosed to any third party without the prior written consent of the party who owns the information. Siemens and CCSF shall exercise the same standard of care as is used to protect their own proprietary data to protect the other's Restricted Information.

31.2. Rights to and Protection of Applications. CCSF understands and agrees that all Applications constitute confidential and proprietary information of Siemens. CCSF agrees to maintain all Applications in strict confidence and agrees not to disclose, duplicate, or otherwise reproduce, directly or indirectly, the Applications in whole or in part or any materials relating thereto except as specifically authorized in this Agreement. CCSF agrees to take reasonable steps to insure that no unauthorized persons shall have access to the Applications and that all authorized persons having access to the Applications shall refrain from any such disclosure, duplication, or reproduction except as authorized in this Agreement or by Siemens. CCSF shall exercise the same standard of care as is used to protect the confidentiality of its own applications. Upon Siemens' request, CCSF shall inform Siemens in writing of the number and location of the original and all copies of each of the Licensed Applications.

31.3. Protection of Trade Secrets. To the extent permitted by law, the parties shall retain in strict confidence all knowledge of the other's business, development plans, programs, documentation, techniques, systems, and know-how.

31.4. Equitable Remedies. Each party acknowledges and agrees that the other party would be irreparably damaged if the provisions of this Section 31 were not capable of being specifically enforced, and agrees that the other party shall be entitled to equitable remedies for any breach of this Section 31, including but not limited to specific performance, injunctive relief, and similar remedies, in addition to, and cumulative with, any legal rights or remedies, including the right to damages.

32. Confidentiality and Maintenance of Records.

32.1. Compliance with Federal and State Confidentiality Requirements. CCSF and Siemens acknowledge and agree that all patient records shall be subject to the confidentiality and disclosure provisions of federal and state law and agree to maintain the confidentiality of all such records in accordance with such laws.

32.2. Confidentiality of CCSF Data. All of the data, records and information processed by or input onto the System, stored by Siemens, or otherwise provided to Siemens under this Agreement shall be and remain the property of CCSF to which CCSF retains exclusive rights and ownership. All of the reports, written or electronically recorded CCSF owned information, and data prepared, processed, assembled or stored by Siemens under this Agreement shall be submitted only to the Director or designee and shall not be divulged by Siemens to any other person or used for any purpose other than performance of this Agreement, except as required by law, unless otherwise first authorized in writing by CCSF. Except as provided in Section 43, the data of CCSF shall not be used by Siemens for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Siemens or commercially exploited or otherwise used by or on behalf of Siemens, its officers, directors, employees, or agents.

32.3. Third Party Discovery Requests. Except as otherwise provided in this Agreement, if any third party shall seek in any way to discover or otherwise gain access to, or production of ("Discovery") any information or any other data or records (collectively referred to as "Information") of one party that may be in the possession of the other party, the other party shall, if legally permitted, immediately notify the party whose Information is subject to the Discovery, and shall, at the written request of the party whose Information is the subject of the Discovery, cooperate with such party in its efforts to preclude, quash, limit, or otherwise impose a protective order or similar restriction on the Discovery.

32.4. Survival of Confidentiality. The provisions of Sections 31 and 32 shall survive the expiration or termination of this Agreement.

32.5. Equitable Remedies. Each party acknowledges and agrees that the other party would be irreparably damaged if the provisions of this Section 32 were not capable of being specifically enforced, and agrees that the other party shall be entitled to equitable remedies for any breach of this Section, including but not limited to specific performance, injunctive relief, and similar remedies, in addition to, and cumulative with, any legal rights or remedies, including the right to damages.

32.6. Work Papers To Be Maintained: Property of CCSF. Siemens agrees its work papers relating to CCSF under this Agreement are the property of CCSF.

32.7. Employment Non-Solicitation. Siemens and CCSF agree not to solicit the employment of the other party's employees during the term of this Agreement, without the express written consent of the other party.

33. Conflict of Interest.

33.1. Compliance with Conflict of Interest Laws. Siemens states that it is familiar with provisions of Section 15.103 and Appendix C8.105 of the Charter of the City of San Francisco, and Section 87100 *et seq.* of the Government Code of the State of California, incorporated herein by reference and made a part hereof, and certifies that it does not know of any aspects of its business or personal practices that constitute a violation of said sections.

33.2. No Financial Interest of CCSF Representatives. CCSF agrees that no officer, member or employee of CCSF and no member of its governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

33.3. No Influence by Siemens Representatives. No officer, director, or employee of Siemens, nor any member of a Siemens officer's, director's, employee's or family, shall serve on a CCSF

board or committee, or hold any position that either by rule, practice or action nominates, recommends, or supervises Siemens' operations, or authorizes funding to Siemens.

34. Audit, Inspection and Examination of Records.

34.1. Maintenance of Books and Audit Rights. Siemens agrees to keep and maintain and make available to CCSF accurate books, fiscal records, and all other materials relative to its activities funded under this Agreement. Siemens shall permit CCSF to audit, examine and make excerpts and transcripts from such books and records, and to audit all invoices, materials, project accounting records and other data related to all matters covered by this Agreement. Siemens shall maintain such books, records and materials in an accessible location and condition for a period of not less than five (5) years or after final audit has been resolved. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon CCSF by this Section.

34.2. Payment Adjustments. Siemens and CCSF agree to pay any financial adjustments necessitated by any audit described in Section 34.1. If Siemens is under contract to CCSF, the adjustment may be made in the next subsequent billing by Siemens to CCSF, or may be made by another written schedule determined solely by CCSF. In the event Siemens is not under contract to CCSF, written arrangements shall be made for audit adjustments, subject to the limitations on CCSF's payment obligations set forth in Section 41.

34.3. Verification of CCSF Costs by Government. Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Siemens will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of Siemens that are necessary to certify the nature and extent of costs incurred by CCSF for such services. If Siemens carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, Siemens will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the related organization will make available, upon written request of the Secretary of Health and Human Services of the Comptroller General of the United States or any of their duly authorized representatives, copies of records of the related organization that are necessary to certify the nature and extent of costs incurred for such services. This provision shall also apply to any contract between a subcontractor and an organization related to the subcontractor by control or common ownership.

34.4. Bankruptcy and Liquidation. In the event Siemens (1) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (2) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or (3) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; or (4) shall take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties; or (5) shall suffer any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing Siemens or any third party, including, without limitation, a bankruptcy trustee, to be empowered under

state or federal law to reject this Agreement or any agreement supplementary hereto, CCSF shall have the following rights:

A. In the event of a rejection of this Agreement or any supplement hereto by a bankruptcy trustee or Siemens successor in interest, Siemens shall return to CCSF copies of all existing CCSF-owned data, records and information, including PHI, in a form that is mutually agreeable to both parties.

B. In the event of a rejection of this Agreement or any agreement supplementary hereto, CCSF may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of CCSF to Siemens or the bankruptcy trustee or receiver, Siemens or such bankruptcy trustee or receiver shall not interfere with the rights of CCSF as licensee as provided in this Agreement or in an agreement supplementary hereto to obtain the source code(s) to the System and all System Components, excluding the equipment designated on Exhibit A and Wide Area Network, from the bankruptcy trustee or from a third-party escrow agent and shall, if requested, cause a copy of such source code(s) to be available to CCSF.

C. In the event of a rejection of this Agreement or any agreement supplementary hereto, CCSF may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Agreement under the Bankruptcy Code or applicable non-bankruptcy law.

D. In the event of a rejection of this Agreement or any agreement supplementary hereto, CCSF may retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

35. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other except as follows:

A. Siemens may assign this Agreement to a parent or subsidiary corporation, or a subsidiary of its parent corporation, or to a successor by purchase of substantially all of its assets, merger, or consolidation, provided (i) such assignment is in writing and in a form reasonably acceptable to CCSF, (ii) states that the assignee is accepting all obligations of Siemens under this Agreement and agrees to be bound by and discharge the Agreement's terms, conditions, and obligations as if it were the original party hereto, and (iii) includes a written opinion from a national accounting firm that the liquidity, capital resources, and overall financial position of the assignee entity, as reflected in its most recent annual report prior to such assignment, purchase, merger or consolidation, Securities and Exchange Commission Form 10K, and financial statements ("Financial Certification"), is such that it is capable of performing the obligations under this Agreement in a manner substantially comparable to Siemens. The Financial Certification shall include, but not be limited to, a discussion of current assets, current liabilities, current statement of income, and statement of current cash flows.

B. CCSF may assign this Agreement in the event of an affiliation, merger, acquisition, sale or disposition of substantially all of its health care facilities and assets, consolidation, or other joint operating arrangement between CCSF and a third party (ies), provided (i) such assignment is in writing and states that the assignee is accepting all obligations of CCSF under this Agreement and agrees to be bound by and discharge each of the Agreement's terms, conditions, and obligations as if it

were the original party hereto, and (ii) includes a written opinion from a national accounting firm that the assignee entity's overall financial position is sufficient to enable it to meet all payment obligations due under this Agreement.

36. Waiver. All waivers under this Agreement shall be in writing in order to be effective. No waiver by a party of any breach of this Agreement or waiver of any warranty, representation or other provision hereunder shall be deemed to be a waiver of any other breach, warranty, representation or provision (whether preceding, or succeeding, and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation, warranty, or other provision, whether or not the party accepting payment or performance knows of such breach at the time of acceptance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right of the non-defaulting party under this Agreement.

37. Independent Contractor.

37.1. Siemens Responsibility for Payment to Employees; Indemnity. Siemens acknowledges that it is at all times acting as an independent contractor under this Agreement and except as specifically provided herein, not as an agent, employee, or partner of CCSF. Siemens agrees to be solely responsible for all matters relating to compensation of its employees, including but not limited to compliance with laws governing worker's compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. At Siemens' expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein) (hereafter collectively referred to as "claims"), arising out of Siemens' failure to pay, when due, all such taxes and obligations by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such claim(s). CCSF agrees to give Siemens prompt written notice of any claim and to cooperate fully with Siemens in the defense, and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to participate in the defense independent of counsel engaged by Siemens. However, in the event a legal conflict arises from the representation by the attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the claim(s), CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event in the event of a legal conflict, or fails to do either within a reasonable period of time following receipt of written notice of such a claim, CCSF shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the claim(s) at the risk and sole expense of Siemens and Siemens shall pay such expenses as they are incurred.

37.2. No CCSF Benefits for Siemens. Siemens further acknowledges that as an independent contractor it is not eligible to participate in the CCSF Health Service System, vacation, holiday, retirement, or other employee programs. In the event that CCSF should exercise the Agreement termination provisions contained herein, Siemens shall have no recourse to any rights of appeal under

any CCSF rules and regulations that may be applicable to CCSF employees. Siemens shall not be reimbursed for any vacation, sick leave, or overtime conducted pursuant to this Agreement.

37.3. Conduct of Parties. The employees and agents of each party, and those of their respective customers, shall, while on the premises of the other, comply with all rules and regulations of the premises made known to the party, including all security requirements.

37.4. Personnel and Equipment. Siemens agrees that it has secured or shall secure at its own expense all persons, employees, and equipment required to perform the services required under and in accordance with this Agreement, and that all such services shall be performed by Siemens, or under its supervision, by persons authorized, qualified and competent to perform such services. CCSF agrees to make available the persons, employees, and equipment required to perform its obligations under and in accordance with this Agreement.

38. Transition from 2007 Agreements.

38.1. Termination of Obligations Under 2007 Agreements. This Agreement supersedes, in their entireties, the 2007 RCO Agreement and the 2007 PPS Agreement effective as of the date of this Agreement, so that as of that date, the 2007 RCO Agreement and the 2007 PPS Agreement are terminated except that those sections of the 2007 RCO Agreement and the 2007 PPS Agreement that deal with confidentiality shall nevertheless remain in effect. Without limiting the generality of the foregoing, effective as of the date of this Agreement, CCSF's license to the "Applications" (as defined in the 2007 RCO Agreement) is terminated and Siemens shall have no further obligation to make available the functionality of or to provide support for those "Applications" under the 2007 RCO Agreement, and CCSF shall have no further obligation to pay term license, remote computing, ASP, support, WAN, or other fees under the 2007 RCO Agreement with respect to those "Applications" for the period after the date of this Agreement. Likewise, without limiting the generality of the foregoing, effective as of the date of this Agreement, CCSF's license to the "Applications" (as defined in the 2007 PPS Agreement) is terminated and Siemens shall have no further obligation to make available the functionality of or to provide support for those "Applications" under the 2007 PPS Agreement, and CCSF shall have no further obligation to pay term license, support or other fees under the 2007 PPS Agreement with respect to those "Applications" for the period after the date of this Agreement.

38.2. Commitment to Limit Disclosure Regarding Transition from 2007 Agreements. In consideration of the terms of this Agreement, CCSF agrees not to disclose, beyond the extent disclosure is legally required, why certain of the "Applications" as defined in the 2007 RCO Agreement or the 2007 PPS Agreement are not being re-licensed under this Agreement. In particular, CCSF agrees not to publish, call attention to, or otherwise volunteer such information, instead disclosing it only to the extent to which CCSF is legally obligated.

38.3. Release Relating to 2007 Agreements. CCSF, in consideration of the terms of this Agreement, hereby fully, finally and forever releases Siemens and its parents, affiliates, successors and assigns, representatives, officers, directors and employees from any and all claims, demands and causes of action of any kind, known or unknown, whether based in contract, tort, negligence, or other theory of recovery, which have accrued as of the date of this Agreement and which arise out of, are based on or relate in any way to the 2007 RCO Agreement or the 2007 PPS Agreement. CCSF agrees that the promises made under this Agreement are in full and adequate consideration for the releases given herein. As a part of the consideration for this release, CCSF expressly represents and warrants that before executing this instrument, it has been fully informed of its terms, contents, conditions and effects, and

that in making this release, no compromise or representation of any kind has been made to it or anyone acting for it, except as is expressly stated in this Agreement.

38.4. Section 1542 Waiver Relating to 2007 Agreements. In granting the release herein, CCSF acknowledges that it has read and understands California Civil Code section 1542, which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

CCSF expressly waives and relinquishes all rights and benefits under that section, and under any law of any jurisdiction of similar effect, with respect to the release contained in this Section 38 of any unknown or unsuspected claims under the 2007 RCO Agreement or the 2007 PPS Agreement.

39. Non-Discriminatory Employment Practices.

39.1. Siemens Shall Not Discriminate. In the performance of this Agreement, Siemens agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any CCSF employee working with, or applicant for employment with Siemens, in any of Siemens' operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Siemens.

39.2. Subcontracts. Siemens shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Siemens' failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

39.3. Non-Discrimination in Benefits. Siemens does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the CCSF or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

39.4. Condition to Contract. As a condition to this Agreement, Siemens shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

39.5. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by

reference and made a part of this Agreement as though fully set forth herein. Siemens shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Siemens understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Siemens and/or deducted from any payments due Siemens.

40. Local Business Enterprise Utilization; Liquidated Damages.

40.1. The LBE Ordinance.

Siemens, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Siemens' obligations or liabilities, or materially diminish Siemens' rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Siemens' willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Siemens' obligations under this Agreement and shall entitle CCSF, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Siemens shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

40.2. Compliance and Enforcement.

If Siemens willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Siemens shall be liable for liquidated damages in an amount equal to Siemens' net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of CCSF's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Siemens authorized in the LBE Ordinance, including declaring Siemens to be irresponsible and ineligible to contract with CCSF for a period of up to five years or revocation of the Siemens' LBE certification, if any. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Siemens acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to CCSF upon demand. Siemens further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Siemens on any contract with CCSF.

Siemens agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

41. Termination For Unavailability of Funds. In recognition that CCSF is a governmental entity and its operations and budgets are determined on an annual basis and that this Agreement is subject to the budget and fiscal provisions of the San Francisco Charter, CCSF shall have the right to terminate this Agreement as follows:

41.1. Right To Terminate. This Agreement will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated. CCSF has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other Agreements. CCSF budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Siemens' assumption of risk of possible non-appropriation is part of the consideration for this Agreement. In the event of termination for non-appropriation, Siemens shall be reimbursed in accordance with Section 24 (Payment Upon Termination).

41.2. Payment For Services. If this Agreement is terminated pursuant to Section 41.1, CCSF agrees to promptly pay Siemens all Siemens' fees and other charges determined to be due and payable as of the termination date.

41.3. Reinstatement. If this Agreement is terminated pursuant to Section 41.1, and if funds are appropriated for services of the kind contemplated under this Agreement during the year of termination or during the following year, then CCSF shall promptly notify Siemens in writing and Siemens shall have the right to reinstate this Agreement for that period for which funds are appropriated or the unexpired term of this Agreement as of the date of termination, whichever period is shorter in duration.

42. Taxes. CCSF shall be responsible for the payment by reimbursement of Siemens of all taxes imposed on Siemens or CCSF directly resulting from this Agreement or any performance under this Agreement, excluding taxes based on Siemens' income, Siemens employee payroll taxes, or those taxes associated with Siemens' place of residence or franchise. If CCSF provides Siemens with evidence of a tax exemption, including if available a tax exemption letter or number, Siemens shall not bill CCSF for taxes to which the exemption applies.

43. Aggregated Data. Siemens shall have the right to compile and distribute statistical analyses and reports utilizing aggregated data derived from information and data obtained from CCSF, other Siemens customers, and other sources. Such reports and analyses will not identify CCSF or any physician or patient of CCSF.

44. Interpretation of Agreement.

44.1. Conflict Between Agreement and Exhibits. In the event of any conflict or inconsistency in the interpretation of this Agreement (including its Exhibits), such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits.

44.2. Choice Of Law. This Agreement shall be deemed to be made in California and shall be construed in accordance with the laws of the State of California.

44.3. Venue. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the City and County of San Francisco, State of California. This choice of venue is intended by the parties to be mandatory and not permissive

in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding, brought in accordance with this Section.

44.4. Agreement Drafted By All Parties. This Agreement is the result of arms length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

44.5. Terminology. All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and *vice versa*.

44.6. Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

45. Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing, by personal delivery, by bonded courier or overnight delivery company, or by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this section):

TO CITY AND COUNTY OF SAN FRANCISCO:

Office of Contracts Management
Department of Public Health
101 Grove Street, Room 307
San Francisco, California 94102
FAX: (415) 554-2555

and

Director, Management Information Systems
Department of Public Health
City & County of San Francisco Third Floor
1380 Howard Street
San Francisco, California 94103
FAX: (415) 255-3606

To Siemens:

Vice President of Finance, Siemens
51 Valley Stream Parkway
Malvern, Pennsylvania 19355
FAX: (215) 219-8333

and

Regional Vice President, West Region
6700 Koll Center Parkway, Suite 220
Pleasanton, California 94566
FAX: 925 846-7101

Notices shall be deemed received on the earliest of personal delivery, or twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

46. Entire Agreement. This Agreement is the entire Agreement between Siemens and CCSF with respect to the subject matter of this Agreement, and it supersedes, subject to the terms of Section 38 above, all other prior and contemporary Agreements, understandings, and commitments between Siemens and CCSF with respect to the subject matter of this Agreement.

47. Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

48. Mac Bride Principles – Northern Ireland. CCSF urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. CCSF urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, Siemens acknowledges that it has read and understood this Section.

49. Drug Free Work Place. If Siemens is required by its performance under this contract to comply with the Drug Free Work Place Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), Siemens agrees to abide by all applicable terms and conditions of that Act.

50. Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Administrative Code Section 12I.5(b), CCSF urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

51. Resource Conservation. Chapter 21A of the San Francisco Administrative Code ("Resource Conservation") is incorporated herein by this reference. Any reports or other documents submitted by Siemens to CCSF shall be on recycled paper and printed on doubled-sided pages to the maximum extent possible. Failure by Siemens to comply with this requirement of Chapter 21A shall be deemed a material breach of this Agreement. In the event that Siemens fails to comply in good faith with this requirement of Chapter 21A, Siemens shall be liable for liquidated damages in an amount equal to Siemens' net profit under the Agreement or five percent (5%) of the total amount of the contract dollars, whichever is greater.

52. Compliance with Americans with Disabilities Act. Siemens acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Siemens shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Siemens agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Siemens, its employees, agents or assigns, shall constitute a material breach of this Agreement.

53. Beta Testing. Siemens, in its development of new Applications or upgrades to existing Application, frequently solicits customer involvement in that process by naming one or more customers as Beta Test Sites for the purpose of running the Application in a test environment and providing recommendations and suggestions to Siemens related to that Application. In the event that CCSF desires to take advantage of working as a Beta Test Site for such an Application, CCSF shall enter into a separate Amendment ("Beta Test Amendment") with Siemens, a copy of which is attached to this Agreement as Exhibit M.

54. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

54.1. Siemens shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Siemens has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Siemens; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

54.2. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Siemens of the terms of this Agreement. If, within thirty (30) days after Siemens receives written notice of such a breach, Siemens fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Siemens fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, CCSF may pursue any rights or remedies available under this Agreement or under applicable law.

54.3. Any Subcontract entered into by Siemens shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

54.4. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

55. Limitations on Contributions.

Through execution of this Agreement, Siemens acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Siemens acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Siemens further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Siemens's board of directors; Siemens's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Siemens; any subcontractor

listed in the bid or contract; and any committee that is sponsored or controlled by Siemens. Additionally, Siemens acknowledges that Siemens must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Siemens further agrees to provide to City the names of each person, entity or committee described above.

56. Requiring Minimum Compensation for Employees.

56.1 Siemens agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Siemens's obligations under the MCO is set forth in this Section. Siemens is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

56.2 The MCO requires Siemens to pay Siemens's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Siemens is obligated to keep informed of the then-current requirements. Any subcontract entered into by Siemens shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Siemens's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Siemens.

56.3 Siemens shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

56.4 Siemens shall maintain employee and payroll records as required by the MCO. If Siemens fails to do so, it shall be presumed that the Siemens paid no more than the minimum wage required under State law.

56.5 The City is authorized to inspect Siemens's job sites and conduct interviews with employees and conduct audits of Siemens.

56.6 Siemens's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Siemens fails to comply with these requirements. Siemens agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Siemens's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

56.7 Siemens understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P

(including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Siemens fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Siemens fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

56.8 Siemens represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

56.9 If Siemens is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Siemens later enters into an agreement or agreements that cause Siemens to exceed that amount in a fiscal year, Siemens shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Siemens and this department to exceed $25,000 in the fiscal year.

57. Requiring Health Benefits for Covered Employees.

57.1 Siemens agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

57.2 For each Covered Employee, Siemens shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Siemens chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

57.3 Notwithstanding the above, if the Siemens is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

57.4 Siemens's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Siemens if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Siemens fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Siemens fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

57.5 Any Subcontract entered into by Siemens shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Siemens shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Siemens shall be responsible for its

Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Siemens based on the Subcontractor's failure to comply, provided that City has first provided Siemens with notice and an opportunity to obtain a cure of the violation.

57.6 Siemens shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Siemens's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

57.7 Siemens represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

57.8 Siemens shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

57.9 Siemens shall keep itself informed of the current requirements of the HCAO.

57.10 Siemens shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

57.11 Siemens shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

57.12 Siemens shall allow City to inspect Siemens's job sites and have access to Siemens's employees in order to monitor and determine compliance with HCAO.

City may conduct random audits of Siemens to ascertain its compliance with HCAO. Siemens agrees to cooperate with City when it conducts such audits.

57.13 If Siemens is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Siemens later enters into an agreement or agreements that cause Siemens's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Siemens and the City to be equal to or greater than $75,000 in the fiscal year.

58. First Source Hiring Program.

58.1 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Siemens shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

58.2 First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Siemens shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Siemenss shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

58.2.1 Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

58.2.2 Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

58.2.3 Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

58.2.4 Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

58.2.5 Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a

City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

58.2.6 Set the term of the requirements.

58.2.7 Set appropriate enforcement and sanctioning standards consistent with this Chapter.

58.2.8 Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

58.2.9 Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

58.3 Hiring Decisions. Siemens shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

58.4 Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

58.5 Liquidated Damages. Siemens agrees:

58.5.1 To be liable to the City for liquidated damages as provided in this section;

58.5.2 To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

58.5.3 That the Siemens's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the Siemens to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the Siemens from the first source hiring process, as determined by the FSHA during its first investigation of a Siemens, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Siemens's failure to comply with its first source referral contractual obligations.

58.5.4 That the continued failure by a Siemens to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a

result of the Siemens's continued failure to comply with its first source referral contractual obligations;

58.5.5 That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

58.5.5.1 The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

58.5.5.2 In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a Siemens to comply with its first source referral contractual obligations.

58.5.6 That the failure of Siemenss to comply with this Chapter, except property Siemenss, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

58.5.7 Subcontracts. Any subcontract entered into by Siemens shall require the subSiemens to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

59. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12G, Siemens may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Siemens agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by CCSF's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Siemens violates the provisions of this section, CCSF may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Siemens from bidding on or receiving any new CCSF contract for a period of two (2) years. The Controller will not consider Siemens' use of profit as a violation of this section.

60. Preservative-treated Wood Containing Arsenic. Siemens may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from

the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under §1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Siemens may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Siemens from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

61. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Siemens, will be paid unless the provider received advance written approval from the City Attorney.

62. Supervision of Minors. DELETED in consideration of lack of involvement of minors in delivery of contract services or lack of use of city-operated parks, playgrounds, recreational centers or beaches.

63. Protection of Private Information. Siemens has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Siemens agrees that any failure of Siemens to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, CCSF may terminate this Agreement, bring a false claim action against Siemens pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Siemens.

64. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with CCSF's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on CCSF and its residents, and to prevent the further spread of graffiti.

Siemens shall remove all graffiti from any real property owned or leased by Siemens in the City and County of San Francisco within forty eight (48) hours of the earlier of Siemens' (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require Siemens to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works

Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Siemens to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

65. Food Service Waste Reduction Act. Siemens agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Siemens agrees that if it breaches this provision, CCSF will suffer actual damages that will be impractical or extremely difficult to determine; further, Siemens agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that CCSF will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by CCSF because of Siemens' failure to comply with this provision.

66. HIPAA. The parties acknowledge that CCSF is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Siemens falls within the following definition under the HIPAA regulations:

☐ A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or

☒ A Business Associate subject to the terms set forth in Exhibit P; or

☐ Not Applicable, Siemens will not have access to Protected Health Information.

67. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

68. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY

Recommended by:

7/26/10

MITCHELL H. KATZ, MD. / Date
Director of Health

Approved as to Form:

Dennis J. Herrera
City Attorney

8/3/10

By: Kathy Murphy / Date
Deputy City Attorney

Approved:

8/5/10

Naomi Kelly / Date
for Director of the Office of
Contract Administration and
Purchaser

CONTRACTOR

Siemens Medical Solutions USA, Inc.

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 48, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

10/22/10

Randy Hill / Date
Chief Executive Officer
51 Valley Stream Pkwy
Malvern, PA 19355

City vendor number: 17005

Exhibits

Exhibit A	License, Support, Remote Computing, and ASP Services
Part I	Remote Computing Supplement
Part II	HDX EDI Supplement
Part III	In-House Computing Supplement
Part IV	Radiology Supplement
Exhibit B	Customization Detail
Exhibit C	CCSF Facilities and Locations
Exhibit D	Schedule 1s
Exhibit E	Technology Bids
Part I	EDM Equipment and Third Party Software
Part II	Radiology Equipment and Third Party Software
Exhibit F	Statements of Work
Part I	Statement of Work for INVISION Clinical Applications
Part II	Statement of Work for Project and Account Management Services
Part III	Statement of Work for Radiology
Exhibit G	Siemens Disaster Avoidance & Recovery Provisions
Exhibit H	Form of Acceptance Certificates
Exhibit I	Information Systems Center Application Availability Warranty
Exhibit J	ISC-based Applications System Response Time Warranty
Exhibit K	Source Code Escrow Agreement
Exhibit L	Summary of Siemens Travel and Living Policies
Exhibit M	Standard Beta Test Amendment
Exhibit N	Network Management Framework
Exhibit O	Initial User Network
Exhibit P	HIPAA Business Associate Addendum
Exhibit Q	Cash Flow Illustration
Exhibit R	Siemens Annual Report

Remote Computing Supplement

1. **Term.** This Part I Supplement shall be effective as of the date of and during the term of the Information Technology Agreement ("Agreement"), including any amendments or extensions thereto.

2. **Remote Computing Services.** Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Applications and their related Deliverables for the term of the Agreement subject to the terms and conditions of the Agreement. In the case of the Applications listed under Subsection 2.1 below, a license had been granted under the 2007 RCO Agreement, which is being replaced as described in the Agreement. Also during the term of the Agreement, Siemens shall provide support for the Applications in accordance with Section 16 of the Agreement. Siemens shall process the Facility's data at the Siemens ISC throughout the term of the Agreement using these Applications. CCSF shall pay the Recurring Monthly Fees listed in this Exhibit in accordance with the applicable terms and conditions of this Exhibit and the Agreement.

2.1 Existing RCO Applications:

Description	Monthly Remote Computing Fee
INVISION Base, including:	Included*
• Rules Engine	
• Quality Assurance	
• Builder's Edge	
• Physician's View	
• Resource Scheduling	
• Clinical Observation and Results	
• Clinical Archive	
• Browser Technology (NetAccess / OAS Gold)	
INVISION Orders Module, including	Included*
• Med/IV Orders	
• Advanced Patient Assessments	
INVISION Patient Accounting, including	Included*
• FMS Test System	
• Receivables Management Workstation	
• Collection Letters	
• Patient Accounts Archive	
• PA Outpatient Prospective Payment (PA OP PPS)	
• Receivables Policy Manager ASP	
Lifetime Clinical Record (LCR)	Included*
Enterprise Access Directory (EAD)	Included*
• EAD Sophisticated Matching Algorithm Application (SMA)	

2.2 New RCO Applications.

Description	Monthly Remote Computing Fee
INVISION Orders Charting	Included*
INVISION Clinician View	Included*
INVISION Clinical Notification Inbox	Included*
INVISION Med IV/Orders	Included*
INVISION POE Starter set	Included*
INVISION Bed Management	Included*

* - The referenced fees for these Applications are included in the Monthly Fee described in Section 4 below.

3. **ASP-Delivered Applications.** Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Applications and their related Deliverables; the licenses to the Applications listed under Subsections 3.1 and 3.3 below are for the term of the Agreement, and the license to the Applications listed under Subsection 3.2 below is perpetual, in each case the licenses are subject to the terms and conditions of the Agreement. In the case of the Applications listed under Subsection 3.1 below, a license had been granted under the 2007 RCO Agreement, which is being replaced as described in the Agreement, and in the case of the Application listed under Subsection 3.2 below, a license had been granted under the 2007 PPS Agreement, which is being replaced as described in the Agreement.

Acting as CCSF's Application Services Provider ("ASP"), Siemens shall process the Facility's data at the Siemens ISC throughout the term of the Agreement using these Applications. CCSF shall pay the Recurring Monthly Fees listed in this Supplement, in accordance with the applicable terms and conditions of this Exhibit and the Agreement.

Where an Application is indicated as being licensed for a specific number of concurrent users, such number indicates the maximum number of users permitted to use such Application concurrently and such Applications may contain embedded software controls limiting user log on to the number of concurrent users licensed. CCSF agrees to permit Siemens, upon notice and reasonable request, to audit the number of concurrent users. CCSF may add concurrent users by executing an amendment with Siemens and paying the then current rate for the applicable number of concurrent user licenses. Where an Application is indicated as being licensed for a specific number of beds, such number indicates the maximum number of beds CCSF is permitted to have at those Facilities processing data using the Application and CCSF is required to notify Siemens within thirty (30) days of acquiring any additional beds.

CCSF shall take Delivery of the Application listed below within six (6) months from the date of the Agreement; or in any event, Delivery shall be deemed to have occurred within the applicable time-frame and the Initial Warranty Period shall be deemed to have commenced.

During the term of the Agreement, Siemens shall provide support for the Applications in accordance with Section 16 of the Agreement.

3.1 Existing Term-Licensed ASP Applications.

Description	Monthly ASP and Term License Fee
DSS Base	Included*
DSS Financial Performance	Included*

3.2 Existing Perpetual-Licensed ASP Application.

Description	Monthly ASP and Support Fee
Soarian Scheduling	Included*

3.3 New Term-Licensed ASP Applications.

Description	Monthly ASP and Term License Fee
DSS - Clinical Module	Included*
EDM Base (100 concurrent users)	Included*
EDM PFS (477 Beds at the San Francisco General Hospital Facility and 855 Beds (15 acute and 840 skilled nursing) at the Laguna Honda Hospital Facility)	Included*

* - The referenced Fee for these Applications is included in the Monthly Fee described in Section 4 below.

4. **Fees**. CCSF shall pay a Monthly Fee of $255,347 commencing on the date of the Agreement and continuing throughout the term of the Agreement. To avoid any doubt, the parties acknowledge that this Monthly Fee is in addition to the Monthly Fee described in Section 4 of Part III of Exhibit A.

5. **Equipment**. CCSF shall retain and maintain all Equipment and such items of Third Party Software which are designated in Exhibit D, Schedule 1 as being required for CCSF to obtain, either from its existing resources, from Siemens and/or from a third party. CCSF agrees to purchase from Siemens and Siemens agrees to supply the items listed in the Technology Bid attached to the Agreement as Exhibit E in accordance with the applicable terms and conditions of the Agreement. All Equipment and Third Party Software listed in Exhibit E shall be delivered to a single location specified by CCSF prior to Equipment and Third Party Software delivery.

6. **Monthly Wide Area Network Services Fee**:

6.1 A Wide Area Network ("WAN") was established between the CCSF location for data processing and the ISC and shall continue to be maintained in good working order by CCSF. CCSF shall continue to grant Siemens such access to the CCSF location as is reasonably adequate for Siemens to provide such services.

6.2 The Monthly Wide Area Network Services Fee shall continue for the term of this Renewal. CCSF shall be responsible for all wide area and local area networks required to operate the

System(s), as specified by Siemens. That WAN and the corresponding Monthly Wide Area Network Services Fee are as follows:

Quantity	Description	Siemens ID	Monthly WAN Services Fee
1	Site Type 5D (DS3 port, 10 Meg PVC with IP backup) Includes Token Ring card	07676906	Included*

* - The referenced fee is included in the Monthly Fee described in Section 4 above.

6.3 If the configuration in Exhibit D, Schedule 1 is changed or enhanced, Siemens may increase the Monthly Wide Area Network Services Fee at Siemens' then-current rates for required additional network service units. CCSF agrees to install required enhancements. Backup long haul communications services shall be paid by CCSF to the supplier. If the Monthly Wide Area Network Services Fee charged by the communication services costs decrease, Siemens will provide written notification of the amount of decrease to permit CCSF to use the cost savings as a credit against other Siemens products or services CCSF may acquire in the subsequent year.

6.4 Siemens will monitor the rates charged by the long haul communication provider to assure that the rates and service levels are competitive with alternate suppliers. Siemens will include these findings in subsequent meetings with CCSF.

7. **Supplies and Other Services and Products.** Siemens will make available to CCSF upon request pre-printed form, supplies, microfiche services, printing services, data archival services, tape-to-tape services, bill formats, freight, other services, and miscellaneous items. CCSF shall pay Siemens' then-current rates for such items which CCSF obtains from or through Siemens. The monthly fees shown below are estimates, based upon CCSF current usage.

	Estimated Monthly Fee
Master Files on Tape	$2,897
Forms	$3,882
Postage Usage	$8,123
Media Fees (Fiche and Paper)	$6,956
Total	$21,858

8. **Adjustments to Monthly RCO Fees.**

8.1 **Additional Data Storage**

8.1.1 Additional Data Storage Fees will be charged for data storage usage above the Base Data Storage and additional Base Data Storage listed in Exhibit D, Schedule 1 as Base and Incremental Data Retention/Usage. Siemens will provide CCSF with a monthly report on Data Storage usage of the Facility beginning a month after the date of the Agreement.

8.1.2 On each anniversary of First Productive Use of the first Application, Siemens shall review the actual monthly Data Storage usage for each Application over the previous twelve (12) months. CCSF will be billed monthly over the subsequent twelve (12) month period at Siemens' then-current rates for Additional Data Storage for all the prior twelve (12) months; however, such adjustment shall not decrease the Base Data Storage and Additional Base Data Storage Listed in Exhibit D, Schedule 1. For each subsequent twelve (12) month period, Siemens shall calculate the

Additional Data Storage fees on the same basis. If CCSF's actual data usage exceeds the Base Data Storage listed in Exhibit D, Schedule 1 by more than twenty percent (20%) during any month, CCSF will be billed at Siemens' then-current rates for Additional Data Storage for that month's excess data storage usage which is over on hundred twenty percent (120%) of the Base Data Storage. CCSF will be charged for data storage usage that is in addition to any excess usage which is associated with increased PRs as provide above.

8.2 **Ad Hoc Reports**

8.2.1 CCSF shall receive a monthly allowance of Archive Ad Hoc Reports ("Archive Ad Hoc Report Allowance") listed in Exhibit D, Schedule 1 as Archive Ad Hoc Reports Base and Incremental Data Retention. Archive Ad Hoc Reports in excess of the Archive Ad Hoc Report Allowance shall be billable at Siemens' then-current rates for such reports (currently $30 per report).

8.2.2 CCSF shall receive a separate monthly allowance of Ad Hoc Reports listed in Exhibit D, Schedule 1 as Standard Ad Hoc Reports Base and Incremental Data Retention ("Ad Hoc Report Allowance") for other applicable Applications, exclusive of Archive Ad Hoc Report Allowance. On each anniversary of First Productive Use of the first Application, Siemens shall review the actual monthly Ad Hoc reports utilized for each Application over the previous twelve (12) months. If during these twelve (12) month period the actual monthly Ad Hoc Report utilization average increases or decreases by more than ten percent (10%) from the Ad Hoc Report Allowance, Siemens shall increase or decrease the Total Monthly Remote Computing Fee at Siemens' then-current rates for additional Ad Hoc Reports (currently $2.50 per report) and shall establish a new Ad Hoc Report Allowance for the next successive twelve month period based on the prior year's usage, except that the Ad Hoc Report Allowance shall not be reduced below the Base Ad Hoc Report Allowance established in the attached Exhibit D, Schedule 1. If CCSF's utilization of Ad Hoc reports exceeds the Ad Hoc Report Allowance by more than twenty percent (20%) during any month, CCSF will be billed at Siemens' then-current rates for that month's excess report usage which is over twenty percent (20%) of the Allowance.

8.3 **End of Term.** At the end of the term, CCSF shall be billed for any Additional Data Storage usage during the last twelve months of the term.

9. **Adjustments to ASP Fees.**

9.1 The DSS Monthly ASP Fee shall be adjusted on an Annual basis commencing thirty (30) days from FPU if any one of the metrics identified in Exhibit D, Schedule 1 attached hereto increases by more than ten percent (10%) from the amounts listed therein. Siemens reserves the right to increase the rates and add additional data statistic values in the event a new Version of the Applications requires increased data processing resources.

9.2 The Base Data Storage for the DSS Applications shall include five (5) Gigabytes of disk space for data from an interface that Siemens did not develop. CCSF will be billed at the current Siemens' rate for each additional unit of disk space required.

9.3 The Monthly ASP Fee for the Soarian Enterprise Document Management (SEDM) Applications is based on 100 Concurrent Users. Commencing on First Productive Use of the SEDM Application, Siemens will perform periodic reviews of concurrent usage. Siemens reserves the right to increase the ASP Fee if the concurrent usage exceeds the maximum Concurrent Users by ten percent (10%) or more for three (3) consecutive months. All adjustments will be based on increasing the maximum Concurrent Users in increments of five (5).

9.4 The monthly ASP Storage Processing fee for the SEDM Applications includes a projected amount of storage and storage management services based on both the annual statistics and up to (but not in excess of) the total gigabytes indicated in Exhibit D, Schedule 1. Upon consumption of this storage allocation, CCSF 's required storage needs will be reassessed and an additional storage management fee for a subsequent allocation will be invoiced to CCSF at then-current rates.

10. **Miscellaneous.** For Applications operated from the ISC, upon CCSF's request, Siemens shall furnish to CCSF data files with file layouts at Siemens' then-current rates or as otherwise negotiated by the parties.

11. **Professional Services.** CCSF hereby engages Siemens to perform the professional services to deliver and install the new Applications and interfaces listed in this Exhibit and in Part III of Exhibit A in accordance with a Project Workplan as further described in the Statements of Work attached to the Agreement as Part I of Exhibit F. The professional service fees below reflect a discount off of Siemens' current Professional Services rates; that discount is only valid if Siemens is performing all of the services described in the Statement of Work attached to the Agreement as Part I of Exhibit F. The discount is valid for the entire project provided CCSF permits Siemens to commence the engagement within twelve (12) months. If CCSF delays commencement, Siemens' then-current Professional Service rates shall apply. The professional service fees are net of all discounts and no other discounts shall apply.

11.1 **Specially Charged Professional Services to Implement INVISION Clinical Applications.** Siemens shall perform the following services on a time and materials basis. The estimate for said services is 6,936 hours for an estimated fee of $1,158,312. The professional service fees for these services shall be waived. In the event that the actual hours for these services exceed 6,936, those excess hours shall be billed and paid monthly as incurred based on the actual hours performed. Travel and living expenses, which are estimated to be $231,662, are not included in the fees and will be invoiced and paid monthly as incurred as provided in Section 9.3 of the Agreement.

Implementation and Value Add Services	Estimated Hours	Estimated Fee
Overall Engagement Services		
Project Leadership - Required Service	160	$26,720
Overall Engagement Services Sub Total	**160**	**$26,720**
Required Services		
Decision Support Solutions	132	$22,044
Bed Management	316	$52,772
Clinician View Med/IV Orders	1300	$217,100
Clinician View Orders, Clinical Observations and Results (COR) and Clinical Archive	960	$160,320
Lifetime Clinical Record	454	$75,818
Patient Care Documentation	669	$111,723
Physician Order Entry (POE) Starter Set	1470	$245,490
Pharmacy Document Management	188	$31,396
Base Imaging	687	$114,729

Required Services Sub Total	**6176**	**$1,031,392**
Additional Services		
Decision Support Solutions	4	$668
Bed Management	200	$33,400
Clinician View Orders	196	$32,732
INVISION 3270 to Re-Mapped Pathways	200	$33,400
Additional Services Sub Total	**600**	**$100,200**
Total	**6936**	**$1,158,312**

11.2 **Custom Programming.** Siemens shall provide the following item of Custom Programming. The estimate for said services is 16 hours for an estimated fee of $2,672. The professional service fees for these services shall be waived. In the event that the actual hours for these services exceed 16, those excess hours shall be billed and paid monthly as incurred based on the actual hours performed. Travel and living expenses, which are estimated to be $534, are not included in the fees and will be invoiced and paid monthly as incurred as provided in Section 9.3 of the Agreement.

Custom Programming	Estimated Hours	Estimated Fee	Monthly Support Fee
Custom Interfaces			
Base Imaging			
Mysis Lab Results Outbound to Enterprise Document Management	16	$2,672	
Total	**16**	**$2,672**	**$0**

12. **Education.** Siemens shall provide and CCSF hereby agrees to pay for the following courses for the number of attendees designated at the fees listed below. CCSF shall commence paying Monthly Support Fees, if any, one (1) month following Delivery of the Course. The fees and course availability listed below are valid for twelve (12) months from the date of the Agreement; thereafter, Siemens then-current Education rates and course offerings shall apply. CCSF is responsible for educating its end users on the Third Party Software listed in Exhibit D, Schedule 1.

Course	Duration	Attendee Fee	Attendees	Total	Monthly Support Fee
On-Site Education					
Clinician View Med/IV Orders					
INVISION Clinician View Med/IV Orders	3 days		8	$8,100*	
Clinician View Orders					
INVISION Clinician View Orders	4 days		8	$10,800*	
Patient Care Documentation					
INVISION Patient Care Documentation	2 days		8	$6,000*	
Physician Order Entry (POE) Starter Set					
INVISION POE Starter Set	4 days		8	$10,800*	

Base Imaging					
Siemens EDM/Soarian HIM Filing & Bursting	2 days		8	$6,000*	
Multi Media Education					
Bed Management					
INVISION Bed Management e.Class				$300*	
Lifetime Clinical Record					
CNI e.Class				$900*	
LCR Browser Enabled Problem List and Wellness e.Class				$225*	
INVISION Medication Reconciliation using Lifetime Clinical Record e.Class				$300*	
Pharmacy Document Management					
Siemens Pharmacy Document Management CD-ROM				$2,000*	
Base Imaging					
Enterprise Document Management CD-ROM				$3,000*	
Total				**$48,425***	

* - The referenced fees are waived.

13. **Professional Services - Project and Account Management Services.** CCSF hereby engages Siemens to perform professional services as further described in the Statement of Work attached to the Agreement as Part II of Exhibit F. Siemens shall perform the following services for the set fees listed below, as summarized in the table below:

13.1 For the term of the Agreement and commencing July 1, 2010, CCSF shall pay Siemens a fixed fee of $13,750 per month to provide eighty-three (83) hours per month of Project and Account Management services. This monthly fee shall be subject to annual CPI adjustment per Section 9.5 of the Agreement, effective no earlier than July 1, 2013. Travel and living expenses, which are estimated to be $115,500 over eighty-four (84) months, are not included in the fees and will be invoiced and paid monthly as incurred as provided in Section 9.3 of the Agreement.

Professional Services	Estimated Hours	Estimated Fee
Additional Services	7,000	$1,155,000
Total	**7,000**	**$1,155,000**

14. **Special Terms.** The Applications may contain embedded free software developed by third parties and licensed for use under a free software license. CCSF's right to use such free software is governed by the terms of the licenses accompanying such software, as provided in the Documentation. In addition, some vendors of third party products require that their terms and conditions may be subject to change over the course of the Agreement, in which event Siemens will post such changes to the customer-only web site or otherwise provide notice of such changes. Said changes shall become effective on the date of posting such notice. Listed below are special terms that relate specifically to certain third party products that are included in this Exhibit.

14.1 **Crystal for DSS.** The Decision Support Application is delivered with report viewer software from Business Objects, for which a named user license is required for each individual user who will use the Siemens Application. CCSF may separately purchase Crystal Reports Professional licenses

for each Named User who will also want to be able to create and/or modifying reports. The number of users listed indicates the maximum number of CCSF's employees who are designated by CCSF as the only authorized users of that Application and the Crystal software may contain embedded controls or counting devices which measure usage and limit logon to the number of licensed CCSF users. Crystal Reports software shall be used by CCSF solely to operate the Application, and may not be used with or for other Siemens or third party applications not listed herein, for development purposes, or (except with respect to report creating functions included with the Crystal Reports Professional licenses) to create custom reports not delivered with the Application. The annual maintenance fees listed for the Crystal software entitle CCSF to periodic upgrades of the Crystal software as they are made available from Business Objects and qualified by Siemens for use with the Application. The fees also permit CCSF to report problems encountered with standard report templates to Siemens for resolution, however "How to" questions and assistance with customized reports are separately billable.

14.2 **Crystal for EDM**. Soarian Enterprise Document Management ("SEDM") and Soarian HIM are delivered with report viewer software from Business Objects that supports three Concurrent Processing Licenses, allowing up to three simultaneous requests for reports at any given time. Crystal Reports software shall be used by CCSF solely to operate SEDM and Soarian HIM, and may not be used with or for other Siemens or third party applications not listed herein, for development purposes, or to create or modify reports not delivered with SEDM and Soarian HIM. The annual maintenance fees listed for the Crystal software entitle CCSF to periodic upgrades of the Crystal software as they are made available from Business Objects and qualified by Siemens. The fees also permit CCSF to report problems encountered with standard report templates to Siemens for resolution

14.3 **Sophisticated Matching**. EAD includes an Application called EAD Sophisticated Matching ("SMA"). SMA uses IBM software. The IBM software shall be used by CCSF solely to operate SMA, and may not be used for development purposes or to create any new functionality not present in EAD or to create new applications. SMA provides CCSF with the ability to do statistical analysis on patient records to help identify potential duplicate medical records. CCSF acknowledges that the SMA is only intended to provide guidance as to records that should be investigated to determine whether they actually pertain to the same individual. Due to the imperfect nature of statistical analysis, as well as inaccurate data input, the reports generated using SMA may contain errors and other problems such as, but not limited to, false positives (i.e., records identified as possibly pertaining to the same individual which actually relate to different individuals) and false negatives (i.e., separate records that are not identified as pertaining to the same individual but actually do relate to the same individual). Siemens does not warrant or guarantee any specific linkage or that a specific linkage weight shall have equivalent relative importance across multiple files, and CCSF assumes all responsibility for validating all SMA results before performing merges or splits of medical records.

15. **Allowance**. CCSF is entitled to a 2% Electronic Funds Transfer (EFT) Allowance on the entire invoice if the monthly invoice is paid within 5 business days of the receipt of invoice through EFT.

16. **Option for ePrescribing and eScripting Services**. After the General Availability Date of that service, Customer may elect to obtain from Siemens as Customer's ASP access to either or both of the following Optional Services for the Fees listed below throughout the term of the Agreement, provided that Customer (i) notifies Siemens in writing of its election and executes a corresponding amendment with Siemens within twelve (12) months of the date of the Agreement and (ii) commences the term of such Services within twenty-four (24) months of the date of the Agreement. Customer shall be responsible for any additional equipment necessary to obtain the Optional Services and for any additional costs (including but not limited to equipment, installation and support) which are necessary to implement the Optional Services. The Equipment and Third Party Software configuration attached hereto as Exhibit

D / Schedule 1 does not include use of the Optional Services. Siemens need not deliver a service before its General Availability Date.

Services	Transaction Fee per Patient Found
ePrescribing – Medication History	$1.15

eScripting	Minimum # Of Users	Monthly eScripting Service Fee**
	100	$ 2,600

**Monthly fee is based on actual number of subscribing providers based on chart below.

- First 100 Providers (1-100) @ **$26.00/provider per month**
- Each additional 150 Provider (101-250) @ **$23.75/provider per month**
- Each additional 150 Provider (251-400) @ **$19.16/provider per month**
- All additional Providers (above 400) @ **$14.16/provider**

HDX EDI Supplement

1. **Definitions**. The following definitions govern the meaning of these capitalized terms used in this Supplement and supersede definitions used elsewhere in the Agreement. All other capitalized terms are as defined in the Information Technology Agreement ("Agreement").

1.1 "EDI Services" mean those electronic data interchange services described in Appendix 1 to this Part II Supplement.

1.2 "Third Party Recipient(s)" mean any party to whom CCSF intends to send or receive Transactions using the EDI Services including payers, fiscal intermediaries, government entities or other service providers or information suppliers.

1.3 "Transaction" means the occurrence through an EDI Service of a CCSF information request to a Third Party Recipient, and/or the receipt by CCSF of a corresponding response or notification by that Third Party Recipient.

2. **Term**. The term of this Exhibit shall be coterminous with the term of the Agreement. Siemens' then-current standard rates will apply during any renewal term.

3. **EDI Services**. Siemens,, as successor by merger to Healthcare Data Exchange Corporation ("HDX") shall provide CCSF with the EDI Services listed in Appendix 1 to this Exhibit throughout the term of the Agreement solely for CCSF's own internal business use and the use of its Facilities.

4. **Warranties**. In addition to the warranties and disclaimers outlined in Section 7 of the Agreement, the following apply to the HDX EDI Services described in this Supplement:

4.1 Siemens will comply with the applicable Health Insurance Portability and Accountability Act ("HIPAA") rules for Electronic Transactions/Code Sets for those electronic data interchange transactions for which Siemens provides the gateway/router and related services.

4.2 NOTWITHSTANDING THE FOREGOING, SIEMENS MAKES NO REPRESENTATIONS OR WARRANTIES (A) WITH RESPECT TO THE UNDERLYING ACCURACY OR CORRECTNESS OF ANY OF THE DATA OR INFORMATION INPUT INTO THE SYSTEM OR COMMUNICATED TO/FROM CCSF VIA THE HDX EDI SERVICES, OR (B) WITH RESPECT TO THE AUTHORITY OF PARTICIPANTS TO SUBMIT INFORMATION TO THE SYSTEM OR ACCESS INFORMATION FROM IT.

5. **Support**.

5.1 Siemens will provide support for the HDX EDI Services and routers and for the connection between Siemens and third parties up to the point of Transaction transfer, as follows:

5.1.1 Siemens will work with CCSF to coordinate and plan first level support for EDI Services delivered via CCSF's healthcare information system

5.1.2 Siemens will provide on-call support via telephone, 24 hours/day, and 7 days/week. Routers will be replaced or repaired within four (4) hours after Siemens's receipt of a malfunction report from CCSF.

5.2 CCSF is responsible for the following support obligations:

5.2.1 CCSF will assist Siemens in establishing and/or maintaining support procedures, and will complete appropriate problem determination procedures prior to contacting Siemens.

5.2.2 CCSF will perform remedial action as reasonably requested by Siemens to assist in problem resolution.

5.2.3 CCSF is responsible for maintaining its own records of data submitted to the EDI Service.

5.2.4 CCSF will be responsible for any upgrades to the router required during the term.

6. **Limitation of Remedies**. The remedy for Siemens's breach of any provision of this Supplement shall be repair, re-performance or replacement by Siemens. In the event that such breach cannot be remedied by repair, re-performance or replacement by Siemens, or where a repair, re-performance or replacement remedy is not applicable, Siemens shall be liable only for direct damages, in the aggregate up to the sum of the EDI Service Fees paid by CCSF for each of the months in which Siemens's liability occurred. As amended, the Limitation of Remedies Section in the Agreement remains in full force and effect and shall apply to this Supplement.

7. **Required Pass-Through Provisions**. Payers, fiscal intermediaries, government entities, and other third party information suppliers may require that CCSF agree to comply with certain obligations (e.g., confidentiality, liability and scope of use) as a condition of accessing their information, in which event Siemens will post changes to the EDI web site or otherwise provide notice of such changes. Said changes shall become effective on the date of posting such notice. CCSF agrees to comply with such obligations as a condition of Siemens providing associated EDI Services. Siemens will pass-through to CCSF any fees charged to Siemens by payers, fiscal intermediaries, or other parties in connection with providing the EDI Services to CCSF.

8. **Miscellaneous**. The parties acknowledge that Siemens's ability to provide the EDI Services is dependent on Third Party Recipients. Siemens shall not be responsible for EDI Service interruptions or cancellations attributed to non-cooperation and/or non-participation of Third Party Recipients. Siemens will, however, assist CCSF in addressing any issues which may arise with such Third Party Recipients.

9. **Confidentiality**. Each party will implement appropriate policies and procedures for purposes of preventing unauthorized access to data, and unauthorized disclosure of data. CCSF authorizes Siemens to transmit the data for purposes of this Supplement. CCSF acknowledges that it is solely responsible for obtaining all required authorizations before submitting data to Siemens. For billing, audit and recovery purposes, Siemens shall log and maintain a record that a Transaction occurred. As amended, the confidentiality provisions of the Agreement shall also apply to this Supplement, and shall protect the confidential information of CCSF, Siemens, and Siemens' suppliers.

Appendix 1 to Part II of Exhibit A

Fees and EDI Services

1. **EDI Services.** CCSF shall be entitled to access the following EDI Services for the Facilities listed in Section 2 for the fees listed herein. CCSF shall commence paying Monthly Fees described below monthly in advance upon commencement of the applicable EDI Service. An EDI Service will be deemed to have commenced when CCSF's system is interfaced or connected to the EDI Service and CCSF is able to receive a response to transactions, or in any event within six (6) months of the date of this Supplement unless Siemens delays installation beyond said timeframe. CCSF shall pay the Transaction Fees monthly in arrears based on actual transactions volumes.

Service Description	Monthly Fee	Transaction Fees
Integrated Eligibility Service	Included*	**
HDX CD ROM	Included***	
Electronic Billing – MediCal	Included***	

* - the fixed monthly fee is are included in the Monthly Fee described in Section 4 of Part I of the Agreement's Exhibit A.

** - the fixed monthly fee includes 300,000 transactions per month; transactions in excess of 300,000 per month shall be chargeable at the rate of $0.28 per transaction.

*** - the referenced fees are included in the Monthly Fee described in Section 4 of Part III of the Agreement's Exhibit A.

2. **Facilities.** CCSF may use the EDI Services to transmit transactions on behalf of the Facilities listed on the Agreement's Exhibit C.

EXHIBIT A - PART III
CONFIDENTIAL

In-House Computing Supplement

1. **Term**. This Part III Supplement shall be effective as of the date of and during the term of the Information Technology Agreement ("Agreement"). Siemens shall provide support for the Applications identified in this Part III Supplement in accordance with Section 16 of the Agreement.

2. **Applications**. Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Applications and their related Deliverables; the licenses to the Applications listed under Subsections 2.1 and 2.3 below are for the term of the Agreement, and the licenses to the Applications listed under Subsection 2.2 below are perpetual, in each case the licenses are subject to the terms and conditions of the Agreement. In the case of the Applications listed under Subsections 2.1 or 2.2 below, a license had been granted under the 2007 PPS Agreement, which is being replaced as described in the Agreement.

2.1 Existing Term-Licensed ICO Applications.

Description	Monthly Term License Fee
Siemens Pharmacy	Included*
Siemens Medication Administration Check (MAK)	Included*
OPENLink	Included*
FSI Outpatient Retail Pharmacy	$1,195

2.2 Existing Perpetual-Licensed ICO Applications.

Description	Monthly Support Fee
Groupware	Included*
Custom Letter Mgmt	Included*

2.3 New Term-Licensed ICO Application.

Description	Monthly Term License Fee
Pharmacy Document Imaging (24 concurrent users)	Included*

* - The referenced fee is included in the Monthly Fee described in Section 4 below.

3. **Equipment and Third Party Software**. CCSF shall retain and maintain all Equipment and such items of Third Party Software which are designated in Exhibit D, Schedule 1 as being required for CCSF to obtain, either from its existing resources, from Siemens and/or from a third party. Siemens shall provide CCSF with licenses (replacing the licenses previously granted under the 2007 PPS Agreement) and support for the following Third Party Software throughout the term of the Agreement for the fees specified below.

Description	Monthly Support Fee
VPS	Included*
VPS/TCPIP	Included*
VPS Anyque	Included*
Crystal	Included*

* - The referenced fee is included in the Monthly Fee described in Section 4 below; the license fees for this Third Party Software were already paid, under the terms of the 2007 PPS Agreement.

4. **Fees**. CCSF shall pay a Monthly Fee of $11,016 commencing on the date of the Agreement and continuing throughout the term of the Agreement. To avoid any doubt, the parties acknowledge that this Monthly Fee is in addition to the Monthly Fee described in Section 4 of Part I of Exhibit A.

5. **Custom Programming**. Siemens hereby grants CCSF a non-exclusive, non-transferable, perpetual license to the Custom Programming listed on Exhibit B, subject to the terms and conditions of the Agreement.. A license had been granted to that Custom Programming under the 2007 RCO Agreement, which is being replaced as described in the Agreement. Siemens shall provide support for that Custom Programming in accordance with Section 16 of the Agreement for the fee referenced below.

Description	Monthly Support Fee
Custom Support as specified in Exhibit B	Included*

* - The referenced fee is included in the Monthly Fee described in Section 4 above.

9. **Education**. Siemens shall provide support for the following course for the fee specified below.

Med Admin Check CBT on CD-ROM	Included*

* - The referenced fee is included in the Monthly Fee described in Section 4 above.

6. **Special Terms**. The Applications may contain embedded free software developed by third parties and licensed for use under a free software license. CCSF's right to use such free software is governed by the terms of the licenses accompanying such software, as provided in the Documentation. In addition, some vendors of third party products require that their terms and conditions may be subject to change over the course of the Agreement, in which event Siemens will post such changes to the customer-only web site or otherwise provide notice of such changes. Said changes shall become effective on the date of posting such notice. Listed below are special terms that relate specifically to certain third party products that are included in this Exhibit.

6.1 **PA OPPS**. Siemens uses Third Party Software to accomplish certain features of the Patient Accounting Outpatient Prospective Payment System Application ("PA OPPS") and may change those suppliers at its sole discretion provided that the Application retains substantially equivalent functionality. Any Third Party Software provided by Siemens as part of PA OPS PPS shall be used by CCSF solely to operate the PA OP PPS Application, and may not be used for development purposes or to create any new functionality not present in the PA OP PPS Application or to create new applications.

6.2 VPS. VPS software is developed by Levi Ray & Shoup, Inc. ("LRS") and is licensed pursuant to an agreement between Siemens and LRS. For each copy of VPS/AnyQueue licensed, only one copy may be installed on a single server; however, each copy of VPS/AnyQueue may support multiple host connections. The above restrictions on the use of VPS software are in addition to all other applicable terms and conditions stated in the Agreement between Siemens and CCSF. Further, CCSF acknowledges and agrees that Siemens is solely responsible to CCSF for all obligations, warranties and remedies regarding the VPS software licensed under this Exhibit and that LRS has no such responsibility to CCSF. CCSF acknowledges that it may bring no claim or lawsuit against LRS for any breach or violation of any term or condition of this Exhibit or for any damages incurred under this Exhibit.

7. **FSI Outpatient Retail Pharmacy Upgrade Professional Services.** CCSF and Siemens agree that the professional services fee to install the new computer (which new computer CCSF is obtaining and supplying on its own, outside the Agreement), transfer the existing data, configure the new network, provide instructions on the differences between the old and the new systems, and configuration of the RedHat Linux Enterprise version operating system is in the amount of $2,550. CCSF shall pay the fee upon completion of the installation.

Radiology Supplement

1. **TERM**.

1.1 **Perpetual License**. The term of the license to the Applications identified in Section 2.1 below or Attachment A to this Exhibit is perpetual, subject to the terms and conditions of the Information Technology Agreement ("Agreement").

1.2 **Initial Warranty Period and Term of Support**. The Initial Warranty Period for the Applications identified in Attachment A to this Exhibit is six (6) months commencing on the Application's Delivery. Support for the Applications identified in Section 2.1 below or Attachment A to this Exhibit and for the Custom Programming identified in Section 3 below shall be provided in accordance with Section 16 of the Agreement. The support term shall be coterminous with the Agreement. Support is included at no additional charge during the Initial Warranty Period.

2. **Applications**.

2.1 **Existing Applications**. Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Applications and their related Deliverables; a license had been granted to these Applications under the 2007 PPS Agreement, which is being replaced as described in the Agreement.

Application	Monthly Support Fee
Siemens Radiology Management System	$5,212.00
• Radiology Base	
• Radiology Scheduling	
• Automatic Fax	
• Mammography	
• Radiologist Workstation	
• Dictation Interface	

2.2 **Licensed But Not Yet Implemented Applications** Siemens hereby grants CCSF a non-exclusive, non-transferable license to the Applications listed in Attachment A of this Exhibit and their related Deliverables; a license had been granted to these Applications under a recent Amendment (the "syngo Upgrade Amendment") to the 2007 PPS Agreement, which is being replaced as described in the Agreement, and the parties' implementation and payment obligations with respect to those Applications have not yet been fulfilled and so are also being carried forward into this Exhibit. CCSF shall take Delivery of the Applications listed in Attachment A of this Exhibit within six (6) months from the date of the syngo Upgrade Amendment. "Procedure Volume" shall mean number of completed order requests based on DICOM MPPS methodology and as reflected in the administrator interface. Where an Application is indicated as being licensed for a specific Procedure Volume, such number indicates the maximum number of annual procedures that CCSF may run using the Application and CCSF shall permit Siemens to conduct an annual review of CCSF's actual Procedure Volume and, if CCSF's actual Procedure Volume has increased over the Procedure Volume listed in Exhibit D, Schedule 1, CCSF shall pay Siemens incremental license and support fees based on the corresponding growth in Procedure Volume.

3. **Existing Custom Programming**. Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Custom Programming; a license had been granted to this Custom Programming under the 2007 PPS Agreement, which is being replaced as described in the Agreement:

Custom Programming	Monthly Support Fee
PSR 080205443901 - Siemens Radiology Programmer for integration between syngo Workflow V2	$186.20

4. **Equipment and Third Party Software**. Attached to the Agreement as Exhibit D, Schedule 1 is the sizing and capacity assumptions and the Equipment and software configuration for the Facilities. CCSF shall procure all Equipment and such items of Third Party Software which are designated in Exhibit D, Schedule 1 as being required for CCSF to obtain, either from its existing resources, from Siemens and/or from a third party. CCSF agrees to purchase from Siemens and Siemens agrees to supply the items of Equipment and Third Party Software listed in the Technology Bid attached to the Agreement as Part II of Exhibit E in accordance with the applicable terms and conditions of the Agreement; Customer had agreed to purchase those items and Siemens had agreed to sell those items under the terms of the syngo Upgrade Amendment, and the parties' delivery and payment obligations with respect to those items have not yet been fulfilled and so are also being carried forward into this Exhibit. All Equipment and Third Party Software listed therein shall be delivered to a single location specified by CCSF prior to Equipment and Third Party Software delivery.

5. **Fees**. CCSF shall pay the fees and other amounts described in Attachment A in accordance with this Exhibit and with the other provisions of the Agreement.

5.1 **Support**. CCSF shall pay the Support Fees listed in Sections 2.1 and 3 above on the date of the Agreement. CCSF shall pay the Support Fees listed in Attachment A commencing at the end of the Initial Warranty Period.

5.2 **License and Equipment Fees**. CCSF shall pay the License and Equipment Fees listed in Attachment A as follows:

5.2.1 10% of the total Fees was due on the date of the syngo Upgrade Amendment; and

5.2.2 80% of the total Fees on the earlier of the Delivery Date of each such Application or ninety (90) days from the date of the Agreement, except that this ninety (90) day time frame shall be extended to the extent of any Siemens-caused delay in Delivery; and

5.2.3 10% of the total Fees upon the earlier of First Productive Use of each such Application, provided that all such Fees shall be paid within twelve (12) months from the date of the Agreement except that this twelve (12) month timeframe shall be extended to the extent of any Siemens-caused delay in First Productive Use.

6. **Networks**. CCSF shall be responsible for all local area networks and wide area networks, if any, required to operate the System(s).

7. **Implementation**.

7.1 CCSF hereby engages Siemens to perform the professional services listed in the Statement of Work ("Statement of Work") attached as Part III of Exhibit F to the Agreement for the Implementation Fees listed in Attachment A to this Exhibit; Customer had engaged Siemens to perform those services under the terms of the syngo Upgrade Amendment, and the parties' performance and payment obligations with respect to those services have not yet been fulfilled and so are also being carried

forward into this Exhibit. CCSF shall pay all travel and living expenses in accordance with the applicable terms of the Agreement. The estimate for said services is listed in the Statement of Work. The professional service fees for these services shall be billed and paid monthly as incurred based on the actual hours performed. Travel and living expenses, which are estimated to be $45,748, are not included in the fees and will be invoiced and paid monthly as incurred as provided in Section 9.3 of the Agreement.

7.2 Siemens shall provide the Custom Programming listed in the Statement of Work for the fees listed in Attachment A; Customer had engaged Siemens to perform those services under the terms of the syngo Upgrade Amendment, and the parties' performance and payment obligations with respect to those services have not yet been fulfilled and so are also being carried forward into this Exhibit. CCSF shall pay the Custom Programming Fees in accordance with Subsection 6.1 of this Exhibit. CCSF shall commence paying Support Fees, if any, three (3) months following Delivery of the Custom Programming.

8. **Education**. Siemens shall provide and CCSF hereby agrees to pay for the training classes listed in the Statement of Work; Customer had engaged Siemens to provide those classes under the terms of the syngo Upgrade Amendment, and the parties' performance and payment obligations with respect to those classes have not yet been fulfilled and so are also being carried forward into this Exhibit. The fees and course availability listed in the Statement of Work are valid for twelve (12) months from the date of the Agreement, thereafter Siemens current Education rates and course offerings shall apply. CCSF is responsible for educating its end users on the Third Party Software listed in Exhibit D, Schedule 1.

9. **Special Terms**. The Applications may contain embedded free software developed by third parties and licensed for use under a free software license. CCSF's right to use such free software is governed by the terms of the licenses accompanying such software, as provided in the Documentation. In addition, some vendors of third party products require that their terms and conditions may be subject to change over the course of the Agreement, in which event Siemens will post such changes to the customer-only web site or otherwise provide notice of such changes. Said changes shall become effective on the date of posting such notice. Listed below are special terms that relate specifically to certain third party products that are included in this Exhibit.

9.1 The American College of Radiology does not assure users of protection against intellectual property claims from others arising from the use of its materials. Syngo Workflow includes LEXICON and INDEX software, which is proprietary to the American College of Radiology. Accordingly, Siemens' intellectual property indemnification obligation under the Agreement shall not apply to claims relating to either the LEXICON and INDEX software or any software proprietary to the American College of Radiology which is included in the syngo Workflow Applications.

Attachment A to Part IV of Exhibit A - Pricing

Fee Type	Part Number – Description	Extended Net Price
License	10408141 - sW SLR High Availability PL (t5)	$36,405
	- Achieve business continuity objectives for essential clinical applications - Reduces unscheduled downtime from hours to minutes - Supports an automated fail-over of the syngo Workflow application from one node to another in an active/passive two node cluster - Includes an application health check which monitors key components: - Sybase database engine - Application services - Messaging subsystem (BEA MessageQ)	
Equipment	syngo Workflow Technology Bid	$135,300
Implementations	syngo Suite Professional Services	$126,326
	See Part III of Exhibit F - Statement of Work	
EXTENDED TOTAL NET PRICE		$298,031

Service	Start	Duration	Extended Net Price
sW SLR High Availability SE (t5)			$765 per month
Sybase Monthly Support Fee			$970 per month
TOTAL	Upon expiration of Initial Warranty	Coterminous with the Agreement	$7,133 per month

Customization Detail

Custom Programming	Description
PRJ# 9407189119	Radiology Results (RTI)
PRJ# 9407189118	LCR Sunquest Results
PRJ# 9407189105	SIGH Custom Bill Forms
PRJ# 9407189120	Transcription Interface
PRJ# 9600881801	Add Hosp Defined PRDOC
PRJ# 9510150701	New FAMIS GL Interface
PRJ #9510150703	Revisions to FAMIS INT
PSR# 9510571402	Custom Alias Name INQU
PSR #9607136801	LCR Interface from FOU
PRJ# 9407189102	SIG – Standard HL7 Int
PRJ# 9708657301	MICRS Reporting Change
PSR# 9105296901	Change to CA Remit Tape
PSR# 9213068113	Online Base 36 to 10
PSR# 9213068115	Custom Geno (CHPPGENY)
PSR# 9213068116	RCO MIG-PAT Appt PROC
PSR# 9213068117	RCO MIG-Alias Weightg
PSR# 9404604202	OLCP RPT-to RCO PA22
PSR# 9213068104	RECIRC Error File
PSR# 9213068109	RCO-Alias
PSR# 9401023801	MIG Intf to RCO-DS22
PSR# 9400315907	Appt Card Flex Report
PSR# 9400315908	ER and IP Return Rpts
PSR# 9400315904	SFPROFE1
PSR# 9400315905	ATP Processing
PSR# 9400315902	FAMIS
PSR# 9400315910	HMS Processing
PSR# 9400315911	CPD Charge Report
PSR# 9414995201	Bus Off Prod Stats Rpt
PSR# 9420493001	Add OAS Profile Flex to GL FAMIS Interface
PSR# 9411432901	MICRS Reporting
PRJ# 9407189115	Radiology (SD&G) to IH
PRJ# 9407189118	Sunquest to LCR Interf
PRJ# 9407189119	Rad to LCR Interface
PRJ# 9400315903	FAMIS GL Interface
PRJ# 9400315906	Charge Edit Processing
PRJ# 9400315909	BDR Processing
PRJ# 9213068111	AR BLIP
PRJ# 9400315912	AR Late Charge Report
PRJ# 9400315913	SFAPCP-PIDX Update
PRJ# 9407189124	Sunquest Orders RTIF I
PRJ# 9407189115	Radiology ADT and Order
PSR #030121109901	Authentication Services
PSR 0211197402	Supp Fee/RTIF Add-On Orders
PSR #040513472801	Novius Radiology Interface V24 with Agfa PACS
PSR # 050811319001	Support fee HL7 TIF Interface
PSR # 0508307696-01	Support fee for Revenue Master Ad Hoc
PSR # 060303196101	Support fee for Reports & Files
PSR #070713328202	Support I/F Daily Audit Report
PSR 071101032101	RTIF Interfaces into LCR

EXHIBIT C
CONFIDENTIAL

CCSF Facilities and Locations

San Francisco General Hospital (SFGH)
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Adult General Medicine Clinic
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Family Health Center
1001 Potrero Avenue
San Francisco, CA 94110

Castro Mission Health Center
3850 17th Street
San Francisco, CA 94114

Maxine Hall Health Center
1301 Pierce Street
San Francisco, CA 94115

Silver Avenue Family Health Center
1525 Silver Avenue
San Francisco, CA 94112

Chinatown Public Health Center
1490 Mason Street
San Francisco, CA 94122

Ocean Park Health Center
1351 24th Street
San Francisco, CA 94122

Potrero Hill Health Center
1050 Wisconsin Street
San Francisco, CA 94107

Southeast Health Center
2401 Keith Street
San Francisco, CA 94124

Tom Waddell Clinic
50 Ivy Street
San Francisco, CA 94102

Laguna Honda Hospital
375 Laguna Honda Boulevard
San Francisco, CA 94116

San Francisco Mental Health Rehab Facility
887 Potrero Avenue
San Francisco, CA 94110

Youth Guidance Center (Special Programs for Youth)
375 Woodside Avenue
San Francisco, CA 94127

Larkin Street Center (S.P.Y.)
1044 Larkin Street
San Francisco, CA 94109

Cole Street Clinic (S.P.Y.)
555 Cole Street
San Francisco, CA 94117

North of Market Senior Services
333 Turk Street
San Francisco, CA 94102

Balboa Teen Health Center
1000 Cayuga Avenue, #156
San Francisco, CA 94112

Health At Home
45 Onondaga Street
San Francisco, CA 94112

SFGH Children's Health Center
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Positive Care
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Urgent Care Clinic
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Women's Health
1001 Potrero Avenue
San Francisco, CA 94110

In Home Support Services
1650 Mission
San Francisco, CA 94110

Jail Health Services:

County Jail #1
850 Bryant Street, 6th Floor
San Francisco, CA 94103

County Jail #2
850 Bryant Street, 7th Floor
San Francisco, CA 94103

Medical Records
850 Bryant Street, Rm G24
San Francisco, CA 94103

Tuberculosis Program
850 Bryant Street, Basement
San Francisco, CA 94103

County Jail #8
425 7th Street, 2nd, 3rd, 4th Floors
San Francisco, CA 94103

County Jail #9
425 7th Street, 1st Floor
San Francisco, CA 94104

County Jail #3
1 Moreland Drive
San Bruno, CA 94066

County Jail #7
1 Moreland Drive
San Bruno, CA 94066

Jail Health Administration
650 5th Street, Suite 309
San Francisco, CA 94107

Jail Psychiatric Services
984 Folsom Street
San Francisco, CA 94107

Forensic AIDS Project
798 Brannan Street
San Francisco, CA 94103

Jail Health Services – continued

SFGH
Ward 7D, Ward 94
1001 Potrero Avenue
San Francisco, CA 94110

Citywide Case Management
939 Market Street
San Francisco, CA 94103

Homebase/Continuum
44 McAllister Street
San Francisco, CA 94102

Drug Court
509 6th Street
San Francisco, CA 94118

Communicable Disease Control Unit
101 Grove Street, Room 408
San Francisco, CA 94102

Breast and Cervical Cancer
30 Van Ness Avenue, Suite 2300
San Francisco, CA 94102

Tuberculosis Outreach Prevention Services
973 Market Street
San Francisco, CA 94103

Barbara Havassey
Enrique Menendez
UCSF
San Francisco, CA 94143

EXHIBIT D
CONFIDENTIAL

Schedule 1s

Customer: City and County of San Francisco Department of Public Health
Date: February 22, 2010

INVISION REMOTE COMPUTING OPTION
Schedule 1 Part I
Sizing and Capacity
Customer: City and County of San Francisco Department of Public Health

Assumptions:
Processing Requirements
31,022

Base Allowances and Data Storage			Additional Allowances and DataStorage	
	Base	Units	Units	Fee
Reports				
Standard AD HOC Reports	17,346	Reports	1 Report	$2.50 per Report
Patient Accounting Archive (PAA) ADHOC Reports	641	Reports	1 Report	$30 per Report
Data Storage				
Accounts on File (Patient Accounting)	1,892,847	Accounts	1 Account	$0.10 per Account
Patient Acounitng Archive Accounts	9,134,312	Accounts	25,000 Accounts	$0.01 x PR x Increment
Active File	539,867	Patient	1 Patient	$0.35 per Patient

EXHIBIT D
CONFIDENTIAL

Schedule 1

Customer: City & County of San Francisco
Date: January 22, 2010

Applications	Release
Soarian Enterprise Document Management	24.09
- Base	
- Patient Financial Services	

Tracking Code: 100325KO1630S-V24-09

Customer Statistics

Annual Inpatient Admissions	12,092
Annual Outpatient Visits	238,500
Annual ER Visits	35,200
Annual Outpatient Surgeries	5,900
Financial System	Invision

Base and Patient Financial Services (PFS)	
Total Number of Scanned Pages Per Year	3,083,130
Total Number of Backscanned Pages	0
Total Number of Electronically Transferred Pages Per Year	5,767,583
Number of GB in Backloaded Pages	0
Number of KB per Scan Page	60
Number of KB per Electronically Transferred Pages	6

Minimum Equipment and Third Party Software Requirements:

Initial Storage Allocation

Disk Space Allocation 991GB

The initial disk storage allocation will support approximately 24 months of data. The rate that disk space is consumed depends on various factors, such as; the actual number of pages stored each year, the document page size and format, and the color and resolution of the scanner(s) used to capture images.

- Annual Growth Estimate: 492GB

Notes

- Customers may select and implement a scanner of their choice. If the scanner does not appear on the list of scanners deemed compatible with Siemens Enterprise Document Management, Siemens, at the customer's request and for a fee, will provide the optional service of testing alternative scanning solutions via the Professional Services Organization.

- The Siemens Scan Station requirements may be less than those recommended by scanner vendors. It is recommended that the higher of the two workstations requirements (either Siemens' or the Scanning Vendor's) be used to support the chosen scanners. Also, if a desired scanner requires a SCSI card, ensure the card will fit in the workstation used as the Scan Station.

- Scanning vendors implement the TWAIN interface differently; Siemens recommends purchasing a single scanner in order to thoroughly test the scanner's capabilities to the customer's scanning needs.

- The routing services for Auto-Document Routing needs access to the Fax Server, the printers, and the SMTP Server.

EDM ASP Workstation – For Base, Patient Financial Services, and Pharmacy Document Management

Required Equipment:

- 1.4 GHz Intel Pentium Processor
- CD-ROM
- 10/100/1000 MB Network Interface Card
- Video Adapter Card
- Dual Ported Video Adapter Card – for Pharmacy Document Management – Pharmacist Workstation
- 17" Color Monitor, 19" Color Monitor for Scanning
- Dual Monitors – for Pharmacy Document Management – Pharmacist Workstation
- Keyboard and Mouse
- 1 GB RAM
- 2 GB Available Disk Space
- Fax Board – For On-Demand Send
- Siemens Approved 32-Bit TWAIN Scanner compatible with the native mode of the workstation's Operating System

-Required for those workstations used for scanning
-A selected scanner may have workstation requirements above those needed for Enterprise Document Management
-For Pharmacy Document Management place one scanner at each nurse station; purchase one spare scanner for every ten scanners.

Required Third Party Software:

- Microsoft Windows XP Professional or Vista Workstation License

-On-Demand Send requires Windows XP Professional
-The OS may be Limited Based on Certain Scanners Models

- Microsoft Windows 2003 Client Access License
- Microsoft Internet Explorer 6.0, 7.0 or 8.0with the XML parser

-Public Internet access requires 128 bit encryption version

- Adobe Acrobat Reader 8.1 or 9.1.2
- Symantec pcANYWHERE32 Version 11.5 *(1 copy required for support of IMS application software)*
  - A minimum of one host copy of pcANYWHERE32 software must be installed on any workstation, which requires support from Siemens via remote access. Customers should consider having additional copies of pcANYWHERE to prevent deinstalling pcANYWHERE from one workstation and reinstalling it on another

Imaging Fax/Routing Server (4 Port)

Required Equipment:

- Intel Server with (1) 3.0 GHz Processor
- CD ROM Drive
- Video Adapter Card
- 100/1000 MB Ethernet NIC
- 3.0 GB RAM
- (2) 72GB 10K Wide Ultra SCSI, Hot Pluggable Hard Drives
- Hot Plug AC Redundant Power Supplies
- Brooktrout 4-Port Fax Board supported by Esker. Some cards require Esker FaxServer Feature Pack 1.
- Integrated Controller capable of supporting RAID 1

Required Third Party Software:

- Microsoft Windows 2003 Server License – 32 Bit License
- Esker Fax V5.0 Workgroup Licensing for 4 Lines
- Symantec pcANYWHERE32 V11.5 Host/Remote

Backup

Required Equipment:

- Tape Library with the capacity to backup all Imaging Intel Servers within the end-user's acceptable timeframes
- SCSI or Fibre-Channel card directly-attached to a separate Backup Server

Required Third Party Software:

- Backup software capable of performing image backups, not just file-level backups, and supported by the Tape Library – Must include backup agents for Windows

Windows Domain Control

Windows Domain Control is required to establish user security for the Enterprise Document Management application. An existing Windows Domain Control may be used for this purpose. If one does not exist, Siemens recommends implementing Windows Active Directory Services in accordance to the specifications published by Microsoft Corporation.

EXHIBIT D
CONFIDENTIAL

Schedule 1

Customer: CITY & COUNTY OF SAN FRANSICO
Date: 1/22/2010

Applications	Release
Pharmacy	24.0
Med Administration Check	24.0
Siemens Pharmacy Document Management	24.0

Tracking Code: 091016MW0210S

Customer Statistics

Siemens Pharmacy	
Number of Concurrent Users	14
Number of Concurrent UDA Users	4
Number of Inbound Interfaces	2
Number of Entities	1
Number of Sites per Entity	1
Number of Beds	430
Number of Pharmacy Orders Per Day	2400
Number of Years to Retain Pharmacy Orders	7
Application Auditing System	
Will you be implementing Application Auditing System?	Yes
If Yes, do you wish to retain more than one year of audit data on-line?	No
Med Administration Check	
Number of Concurrent Nursing Users Administering Medications	100
Siemens Pharmacy Document Management	
Total Number of Pharmacy Doc Mgmt Concurrent Users	48
Total Number of Scanned Pages Per day	2,400
Total Number of months to retain documents if more than 6	30

Notes

- Pharmacy Document Management also requires Enterprise Document Management release 24.05.02 or higher
- If a customer chooses to use an existing SAN, the customer must verify the SAN supports the OpenVMS operating System, and RAID implementation is provided. Siemens recommends separate physical drives per label. Any issues pertaining to SAN performance, hardware, or maintenance is the responsibility of the customer. Additional implementation fees may apply when a SAN is used with the Siemens Pharmacy system.

Minimum Equipment and Third Party Software Requirements:

Pharmacy Workstation

Required Equipment:

- A 100% compatible Pentium III processor or higher – capable of supporting dual video cards for Document Imaging
- 10/100MB network interface card supported by the network
- 17" SVGA 1024 x 768 resolution color monitor – (2) 17" Monitors LCD recommended for Document Imaging
- Windows supported pointing device
- 512MB RAM
- 1.5GB of disk space

Required Third Party Software:

- The supported platforms are: Microsoft Windows 2000 Professional Edition Service Pack 4 and above, Windows XP Professional (recommended) Service Pack 2 and above, Windows 2000 Terminal Server Edition, Windows 2003 Terminal Server Edition.
- Microsoft Framework v2.0
- Microsoft Access 2003, 2007 or Business Objects Crystal Reports 11 is required for tailoring of UDA reports
- VT emulation package, Siemens recommends NetManage Rumba Office required for text base functionality

Point-of-care PC Workstation

Required Equipment:

- A 100% compatible Pentium III processor or higher
- 10/100MB network interface card supported by the network
- 15" SVGA 1024 x 768 resolution color monitor
- Windows supported point device
- 512MB RAM
- 1.5GB of disk space

<u>Point-of-Care Tablet</u>

- Windows® XP Tablet PC Edition
- A 100% compatible Pentium III processor or higher (min 1.2 ghz)
- 10.4" XGA TFT LCD (1024 x 768)
- 802.11 a/b/g wireless network interface card supported by the network
- 1.5GB of free disk space or higher
- 512MB of RAM or higher
- RSS Capable Integrated barcode scanner or 1 free USB port on the Tablet

Barcode Scanner:

- Reduced Space Symbology capable barcode scanner

Required Third Party Software:

- The supported platforms are: Microsoft Windows 2000 Professional Edition Service Pack 4 and above, Windows XP Professional (recommended) Service Pack 2 and above, Windows 2000 Terminal Server Edition, Windows2003 Terminal Server Edition
- Microsoft Access 2003 or Business Objects Crystal Reports 11 is required for tailoring of UDA reports

Existing Application/Database Server consists of:

Hp Alpha Server ES45 M2B with (2) 68/1000MHz processors
41U Tall M Series Cabinet, with redundant 240V PDUs with N+1 power redundancy
16X DVD Rom
1.44MB floppy drive
PCI to dual 10/100 Ethernet
1GB memory
StorageWorks 2Gbit Fibre Channel Host Bus Adapters
MSA1000 Fibre Channel storage system with dual controllers, each with 512MB cache
(29) 36GB 15K rpm disk drives,
2.86/5.72TB SDLT220 (1DR/26SLOT), with dedicated single channel adapter
(15) SDLT 110/220 tape cartridges
Compuserve 3800 Plus modem
15" flat panel LCD display and 104 key keyboard with trackball
32 Concurrent OVMS User License
OVMS Alpha Documentation on CDRom
CyberTools Windows Runtime Tailoring Software
29 InterSystems Cache' Elite Single Server Licenses
Oracle Transparent Gateway License

Required in addition to the above:

- 1GB of RAM
- InterSystems Cache' V5.2 user count of 85

Schedule 1

Customer: **CITY & COUNTY OF SAN FRANCISCO**
Date: 3/16/2010

Applications	Release
syngo Workflow	V30B

Tracking Code: 100316TL1600B

Customer Statistics

Concurrent Users (calculated from the below 3 questions):	61
Total number of Concurrent Users (the maximum number of Radiology, Mammography, Scheduling and Browser Users who could be logged in and using the system at the same time, including users who will be accessing syngo Workflow from an integrated PACS Workstation, etc.)	50
Total number of modality devices that will utilize DICOM Work Listing and/or Modality Performed Procedure Step directly from the RIS. (Devices such as CT Scanners, MRI Scanners, etc.).	30
Will the RIS be interfaced to one or more PACS or PACS Brokers? (i.e., HL7 interface between RIS and PACS)	Yes
Maximum number of Concurrent Users (Including Radiologists and Transcriptionists) that will be using syngo Voice.	0
Maximum number of Concurrent Users that will be using syngo Portal Radiologist.	10
Will Portal Executive be utilized?	No
Total number of scanned pages per year if using the Document Scanning functionality (assumes an average of 58 KB per document).	90,000
Number of Radiology/Mammography exams per year.	145,000
Number of activities scheduled per year.	0
Number of years retention of patient exam, results reports and scanned documents.	7
Number of faxes per day.	300

Minimum Equipment and Third Party Software Requirements:

Siemens Support Access

- A minimum 256k high speed VPN connection is required for Siemens Support access for all syngo Workflow servers.
- Remote IP capable KVM switch, Monitor, Keyboard and Mouse

Classic Client Workstation

Required Equipment:

- 1.4GHz Pentium 4 (or Pentium compatible)
- 512 MB RAM
- 4GB of disk space
- CD-ROM or DVD drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter
- 17" SVGA Monitor
- Minimum display resolution: 1024x768
- Font Setting: Small (96dpi) or Large (120dpi)
- Keyboard and Mouse
- A minimum connection speed of 33.6K is required for customers who will utilize remote transcription

Required Third Party Software:
- Windows 2000 Professional or Windows XP Professional (32-bit)
- Microsoft Internet Explorer 6.0 or 7.0
- A VT emulation package - Required for PCs that will use Non-GUI functionality. Must include VT220 and key map support.
- Word 2003 or Word 2003 Viewer or Word 2007- Required for all workstations where transcription, document building, electronic signature or access to the word processing editor is required.
- Microsoft Windows Server Client Access Licensing
- Microsoft SQL Client Access Licensing – required for users or workstations that will access the Voice Servers.

Portal Radiologist Workstation
- The Classic Client can also be installed on this workstation without the need for any additional hardware resources.

Required Equipment:
- Intel Pentium Core 2 Duo/ Dual-Core
- 2 GB RAM
- 4GB of disk space
- CD-ROM or DVD drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter
- 17" SVGA Monitor
- Minimum display resolution: 1280x1024
- Font Setting: Small (96dpi) or Large (120dpi)
- Keyboard and Mouse
- A minimum connection speed of 33.6K is required for customers who will utilize remote transcription

Required Third Party Software:
- Windows 2000 Professional or Windows XP Professional (32-bit)
- Microsoft Internet Explorer 6.0
- A VT emulation package - Required for PCs that will use Non-GUI functionality. Must include VT220 and key map support.
- Word 2003 or Word 2003 Viewer or Word 2007- Required for all workstations where transcription, document building, electronic signature or access to the word processing editor is required.
- Microsoft Windows Server Client Access Licensing
- Microsoft SQL Client Access Licensing

Format Servers

- A minimum of (2) Format Servers are required. The first (2) Format Servers can accommodate a total of 500,000 annual exams. Each additional Format Server can accommodate 250,000 exams.

Required Equipment:

- HP or IBM Xeon Processor
- 1GB of RAM
- (2) Internal Hard Drives (mirrored via disk controller)
- CD-ROM or DVD drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter

Required Third Party Software:

- Microsoft Windows 2003 R2 SP2 Server Standard Edition (32-bit)
- Microsoft Word 2003 or Word 2003 Viewer or Word 2007
- Printer Drivers as required by printer manufacturer
- Microsoft Windows Remote Desktop

Application Server

Required Equipment:

- HP ProLiant DL380 or IBM x3650 Server or Equivalent HP or IBM Blade Server
- (4) Xeon Processor Cores
- 4 GB RAM
- RAID Controller with write cache
- (6) 72GB 15,000 RPM Internal SAS Hard Drives
- DVD ROM Drive
- (2) 10/100/1000 MB network interface NIC ports
- Hardware based disk mirroring

Required Third Party Software:

- Red Hat Enterprise Linux 5
- Siemens MessageQ built on BEA Version 5.0
- VIKING Version 3.8 Screen Manager Software

Database Server - SAN Attached

Required Server Equipment:

- HP ProLiant DL380 or IBM x3650 Server or Equivalent HP or IBM Blade Server
- (4) Xeon Processor Cores
- 4 GB of RAM
- (2) 72GB 15,000 RPM Internal SAS Hard Drives
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports
- (2) 2GB Fibre Host Bus Adapter Ports

Required Third Party Software:

- Red Hat Enterprise Linux 5
- Sybase System 12.5 SQL Enterprise Licensing

Storage - SAN Attached

Required Storage Equipment for Customers who will utilize customer supplied SAN storage:

- A storage LUN is required for each storage segment described in the following table.
- High Availability installations require one additional instance of the below storage mapping for each additional copy of the database.
- The SAN storage LUNs are not required to match the suggested RAID levels for Directly Attached Storage (DAS) as long as the controllers and adapters can sustain an I/O throughput rate which is at least comparable to that of traditional dedicated Storage.
- It is assumed that the customer's SAN solution provides advanced on-line data guarding and recovery as well as hot-swap capabilities.
- The customer is responsible for providing backup. Siemens can provide tape equipment upon request but it is assumed that the customer has equipment to backup their centralized SAN storage
- The customer's SAN and related components must be completely supported by the OS vendors. This includes identification and installation of the appropriate drivers specific to the OS level on each machine that will be utilizing SAN attached storage.
- The customer assumes responsibility for maintaining and monitoring the health and performance of their SAN-attached storage.

syngo Workflow Storage Description	Min. size (GB)	DAS RAID Level	OLTP Level
Database Server:			
Root filesystem containing executables, application logs, scripts, etc.	10	0+1	Med
Application and support tool "scratch" area	18	5	Low
Sybase system databases: master, sybsystemprocs, systemdb, and tempdb	12	0+1	Med - High
Sybase PRD primary data segment	100	0+1	High
Sybase PRD transaction log segment	4	0+1	High
Sybase PRD non-clustered index segment	8	0+1	High
Sybase PRD report archive data segments	72	0+1 or 5	Low - Med
Sybase TRN and TST data segments	116	0+1 or 5	Low - Med
IF BACKING UP DATABASES TO TAPE: Sybase integrity check db and transaction log dumps	14	5	Low
IF BACKING UP DATABASES TO DISK (ENTERPRISE BACKUP): Sybase integrity check db, 2 days of database backups and transaction log dumps	300	5	Low
Application Server (required only if SAN attaching this server):			
Application root filesystem containing executables, application logs, scripts, etc.	40	0+1	Med
Portal Server (required only if SAN attaching this server):			
Portal filesystem containing executables, application logs, scripts, etc.	40	0+1	Med
Voice Servers (required only if SAN attaching this server):			
Speech Server filesystem containing Powerscribe SDK data and logs	40	0+1	Med
Recognition Server filesystem containing Powerscribe SDK data and logs	40	0+1	Med

Portal Radiologist Server

- This configuration can support up to (50) concurrent users. In the event that more than 50 concurrent users are anticipated, an additional Portal Server is required for each additional increment of 50 concurrent users.

Required Equipment:

- HP ProLiant DL380 or IBM x3650 Server
- (4) Xeon Processor Cores
- 4GB of RAM
- RAID Controller with write cache
- (4) 36GB 15,000 RPM SAS Internal Hard Drives (Only (2) Internal Drives required for Blade Installations)
- DVD ROM Drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter

Required Third Party Software:

- Microsoft Windows 2003 R2 SP2 Server Standard Edition (32-bit)
- Microsoft SQL 2005 Server (32-bit) Standard Edition (Required only when Portal Executive will be installed)

Voice Servers

- (2) Servers are required, each with the following components and software. This configuration can support up to (50) concurrent users.

Required Equipment:

- HP ProLiant DL380 or IBM x3650 Server or Equivalent HP or IBM Blade Server
- (4) Xeon Processor Cores
- 4GB of RAM
- RAID Controller with write cache
- (4) 72GB 15,000 RPM SAS Internal Hard Drives (Only (2) Internal Drives required for Blade Installations)
- DVD ROM Drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter

Required Third Party Software:

- Microsoft Windows 2003 R2 SP2 Server Standard Edition (32-bit)
- Microsoft SQL Server 2000 or Microsoft SQL Server 2005

Supported Devices:

- Dictaphone USB PowerMic I or PowerMic II Microphone
- Infinity Foot Pedal - Model IN-USB-1
- VXI TalkPro USB-100 Headset

Fax Server

Required Equipment:

- BISCOM Faxcom

- (1) BISCOM fax channel is required for every 300 faxes per day

Required Third Party Software:
- Microsoft Windows Operating System
- PCL 5e Interpretation Software

Paperless Workflow Devices
- Document Scanner - TWAIN compliant scanner compatible with the desktop hardware and OS
- Electronic Signature Pad - VP9805 ePAD-ink LCD device with Word integration software, available from Interlink Electronics

EXHIBIT E - PART I
CONFIDENTIAL

Technology Bids for
EDM Equipment and Third Party Software

Customer: **City & County of San Francisco**
Date: 3/25/2010

Notes:
- This offer is valid for 60 days from the bid date.
- Microsoft media must now be downloaded from: https://eopen.microsoft.com/EN/default.asp. Call the Microsoft Hotline at 800-248-0655 for details.
- Customer to use an Enterprise Tape System for backup
- Workstation pricing is not included but can be quoted upon request

Soarian Enterprise Document Management v24.09

Tracking Code: 100325KO1630B-V24-ASP-Base-PFS

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
1	07679199	**Imaging Fax/Routing Server (4 Port)** Equipment: • HP Proliant DL380 G6 with (1) Intel Xeon X5560 2.8GHz Quad-Core Processors • 6.0 GB RAM (Note: only 4GB RAM will be recognized) • DVD ROM Drive • (2) 72GB 15k SAS drives • Embedded Dual Port Gigabit Ethernet NIC • RAID 1 using HP Smart Array P410i Controller • Redundant Power Supply • Brooktrout TR Series Analog V.34 4-Port PCI-e Fax Board w/1yr maintenance Third Party Software: • Microsoft Windows Server 2008 Standard License • Esker FaxServer Version 5.0 License and 12 Months Support for 4 Lines • Symantec pcAnywhere Version 12.5 Support: • 3 years of 24x7x4 Hour Response Time Equipment Maintenance	$13,284
5	07680676	**Topaz SignatureGem 4x3 LBK755** Equipment: • Topaz Signature Gem LCD 4x3 T-L755-BHSB Support: • 3 Year Manufacturer Warranty	$2,025
25	07679231	**Fujitsu 6130C Scanner**	$21,005

Equipment:
- Fujitsu 6130C, 40PPM, Duplex, 50 Sheet Automatic Document Feeder; USB Cable

Support:
- 1 Year Unit Exchange Warranty – 2 Business Days (must register unit within 90days)

1	07679231	**Fujitsu 4340C Scanner** Equipment: • Fujitsu 4340C, Duplex, 40 PPM, SCSI, Color, 100 Sheet Automatic Document Feeder, Up to 8.5x14 • Adaptec 2940U SCSI Card Support: • 1 Year ScanCare Warranty – Next Business Day, 1 Preventative Maintenance Call, Consumables, Training, Parts/Labor/Travel	$4,278
1	07657427	**HP Rack Equipment** Equipment: • HP 10642 42U Enterprise Cabinet (79H x 24"W x 40"D) • 1x16 Port Switch Box • (2) IP Console Interface Adapter – 8 pack • (2) 12' KVM Console Cables – 8 pack • 110V Fan Kit • Side Panel Kit • Stabilizer Kit • Grounding Kit • TFT5600 1U Integrated Keyboard 15" Flat Panel Monitor Kit • (3) Rackmounted High Voltage Power Distribution Units (Req. (3) customer-supplied NEMA L6-30R receptacles) Support: • 3 years of 24x7x4 Hour Response Time Equipment Maintenance	$6,299
1	07681088	**HP Integration of the EDM Solution Equipment**	$869
		Total One-Time Fees:	**$47,760**

Technology Bids for
Radiology Equipment and Third Party Software

Customer: CITY & COUNTY OF SAN FRANCISCO

Date: 3/16/2010

Notes:

- This offer is valid for 60 days.
- This Technology Bid does not include all of the components required for syngo Workflow. Please refer to the Schedule 1 for all hardware and third party software requirements.
- The equipment included in this Technology Bid reflects the Customer's preference to utilize existing SAN attached storage and enterprise backup. Siemens would include the server and associated local components, including (2) Fibre Adapters to connect to the existing fabric. The customer is responsible for performance and ongoing management of the SAN fabric and storage. The Customer is also responsible for providing enterprise backup.
- Additional Professional Service fees will apply for an onsite build of the Database Server production storage and blades.
- Siemens MessageQ built on BEA Version 5.0 Licensing and VIKING Version 3.8 Screen Manager Software will transfer from the existing Application/Database Server without a license fee.
- Customer is responsible for ensuring sufficient electrical power.
- Currently, Phase 1 of High Availability (HA) is available. This includes Sybase Replication of each transaction from one Database Server and storage set to another. Phase 2 which is not yet GA, is planned to include additional HA functionality for the Application and Portal Servers. Additional hardware and/or software will be required for Phase 2.
- The $970 Sybase monthly maintenance fee shown would be in addition to the Customer's existing Sybase monthly maintenance fee.

syngo Workflow

Tracking Code: 100316TL1600B

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
1	07680411L	**HP Blade Chassis Infrastructure** Equipment: • (1) HP BLc7000 Configure-to-order 3 In LCD Enclosure (six C20 plugs total) • (2) HP 1:10 GbE Blade Switch, 16 downlinks, 4 out, 3 10Gb uplinks (CX4, XFP) and a 10Gb cross-connect. • (1) HP BLc7000 Onboard Administrator Option • (1) HP BLc7000 1 PH FIO Power Module Option • (6) HP BLc7000 Enclosure Power Supply with IEC Cord • (6) Single fan Option • (1) HW Installation for Enclosure	$26,962
1	07680411L	**Application Server - HP BL460c Blade** Equipment: • HP BL460C G6 Blade with (2) Quad-core Intel Xeon® Processors,	$11,682

X5560 2.8 GHz, 95wts.
- Dual Embedded Gigabit Server Adapters
- 12 GB RAM
- QLogic Fibre Channel Dual Port Host bus adapter
- (2) 72GB 15K SAS Hot Swap disk drives
- Smart Array controller with 128MB Battery Backed Write Cache
- HP iLO Advanced Blade 1 Server License
- HW Installation for Blades

Third Party Software:
- Linux Red Hat Enterprise AS 5 Premium

Support:
- 3 years of 24x7x4 Hour Response Time Hardware Maintenance
- 3 Years of 24x7 Linux Red Hat AS Premium

2 07678886L **Database Server - HP BL460c Blades** $85,354

Equipment:
- HP BL460C G6 Blade with (1) Quad-core Intel Xeon® Processor, X5560 2.8 GHz, 95wts.
- Dual Embedded Gigabit Server Adapters
- 12 GB RAM
- QLogic Fibre Channel Dual Port Host bus adapter
- (2) 72GB 15K SAS Hot Swap disk drives
- Smart Array controller with 128MB Battery Backed Write Cache
- HP iLO Advanced Blade 1 Server License
- HW Installation for Blades

Third Party Software:
- Red Hat Enterprise Linux AS 5
- Sybase Transfer License
- Sybase SQL Server Enterprise Server License
- (61) Sybase System 12.5 ADL Linus Stand by Licenses
- (4) Sybase System 12.5 ADL Replication Server Licenses - Enterprise Edition

Support:
- 3 years of 24x7x4 Hour Response Time Hardware Maintenance
- 3 years of Red Hat Enterprise Linux Support

2 07680684L **Format Servers - HP BL460c Blades** $11,302

Equipment:
- HP BL460C G6 Blade with (1) Quad-core Intel Xeon® Processor, X5560 2.8 GHz, 95wts.
- Dual Embedded Gigabit Server Adapters
- 6 GB RAM
- (2) 72GB 15K SAS Hot Swap disk drives
- Smart Array controller with 128MB Battery Backed Write Cache
- HP iLO Advanced Blade 1 Server License

- HW Installation for Blades

Third Party Software:
- Windows Server Std 2008 License (No CALs included)
- Office 2007 Standard License

Support:
- 3 years of 24x7x4 Hour Response Time Hardware Maintenance

		Total One-Time Fees:	**$135,300**

Equipment and Third Party Software - Monthly Fees

1	07676815L	**Sybase License Monthly Support**	$970
		Total Monthly Fees:	**$970**

Exhibit F - Part I
Statement of Work for INVISION Clinical Applications

Overview

1. Siemens will provide professional services as listed below:

   1.1. Phase 1 will include the following with an estimated duration of twelve (12) months:

      1.1.1. City and County of San Francisco ("Customer") - Decision Support Solutions, Bed Management, Clinician View Med/IV Orders, Clinician View Orders, Lifetime Clinical Record, Patient Care Documentation, Physician Order Entry (POE) Starter Set, INVISION Clinicals Value Add Services, Pharmacy Document Management, Base Imaging.

   1.2. Siemens and Customer will review the phasing described above throughout the project and adjust if appropriate. Changes to the phasing may result in changes in professional services, and related fees. The project team will review changes according to the Change Order process.

General Implementation Provisions

2. Siemens will lead the implementation of the Applications and Custom Programming. Customer and Siemens shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of System(s) upon completion of this engagement. The methodology and its tools support the Customer and Siemens implementation team with artifacts, information and Project Workplans.

3. During the planning phase, Siemens will review Customer provided information related to major business initiatives, such as facility or infrastructure expansion or renovation, additional technology investments, in-house re-engineering efforts, or other consulting engagements, that may affect the implementation.

4. Siemens scope of services includes the following unless otherwise noted herein:

   4.1. Project Leadership - Siemens will:

      4.1.1. Direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.

      4.1.2. Initiate and lead the technology portion of the implementation. This includes guiding Customer in identifying resources to perform technology services at Customer site, managing the scope of the technology services project, and monitoring overall progress of the technology work.

   4.2. Implementation Consulting - Siemens will:

      4.2.1. Assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.

      4.2.2. Consult within the planning phase on the requirements and planning of operational workflow, organizational, application and technical specifications as Customer compiles its analysis.

4.2.3. Collaborate with Customer within the design and adaptation phase regarding design and build of the software and use of model reports. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.

4.2.4. Guide Customer during the testing phase in developing Unit Test, Integration Test and Stress/Volume testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any functional design issues identified during system tests.

4.2.5. Play a consultative role within the training phase. Siemens will provide guidance and direction in core trainer education planning and development of core trainer(s) materials.

4.2.6. Provide support and direction for software issue resolution during the live phase. At First Productive Use (FPU) Siemens' resources will provide support for Application issues and in routing issues through the appropriate event tracking system. Siemens will also work to facilitate transition to Customer Relationship Support at the conclusion of the event.

Application Specific Provisions

Decision Support Solutions

5. Siemens will provide the following implementation services:

5.1. Install the Clinical Performance Management Module software in one (1) ASP Production environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.

5.2. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.

5.3. Implement model Crystal reports, On-Line Analytical Processing (OLAP) cubes and Executive View (EV) indicators including:

5.3.1. Setting up and verifying the dimensional model populates from model source system interfaces, for contracted performance module models, to provide the basis for ongoing reporting and analysis.

5.3.2. Implementing model reports, verifying content and structure, and demonstrating required reports for contracted performance modules are available for First Productive Use. This includes:

- Summarizing patient management., nursing documentation, and orders data based on implemented interface data for the Clinical Performance Management module

INVISION Clinicals

6. Siemens will provide the following implementation services:

6.1. Install base software in one (1) RCO Test and Production environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.

6.2. Enabling network communications by completing firewall, Network Address Translation (NAT) and required routing.

6.3. Bed Management shall include:

6.3.1. Working with Customer to set up Bed Management. Initial work effort includes:

- Define INVISION Bed Management specific OAS profiles.
- Adapt OAS user access specific to Bed Management in the bed placement and nursing areas.
- Identify and implement room and bed master file characteristics.
- Identify and implement model bed board function in one (1) department.

6.3.2. In addition to base implementation services, Siemens will:

- Lead effort to set up and complete the remapping of the INVISION Patient Management OAS/Gold pathways as the relate to Bed Management.

6.4. Clinician View Orders:

6.4.1. Leading effort to set up and complete unit testing of one (1) pilot unit. During setup of this pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding units that may be required for First Productive Use or thereafter. Initial work effort includes setting up model pathways for the following:

- Allergies.
- Enter/Write Orders.
- View Orders.
- Print Orders.

6.4.2. In addition to base implementation services, Siemens will:

- Supplement Customer staff by:
  - Providing one hundred ninety-eight (198) hours of application consultant services for the set up and complete unit testing of one (1) pilot unit on nursing orders.

6.5. Clinician View Med/IV Orders shall include:

6.5.1. Leading effort to set up and complete unit testing of one (1) pilot unit. During setup of this pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding additional units that may be required for First Productive Use or thereafter. Initial work effort includes setting up model pathways for the following:

- Enter/Write Med/IV Orders.
- View Med/IV Orders.
- Print Med/IV Orders.

6.6. Lifetime Clinical Record (LCR) shall include:

6.6.1. Guiding Customer in setting up screens, pathways and profiles to view LCR results for the following:

- Problem list.

6.6.2. Working with Customer to set up patient queries and security for Clinical Notification Inbox (CNI) and CNI MIS Inbox with results notification.

6.6.3. Guiding Customer in setting up Medication Reconciliation Reports for one (1) pilot unit. During setup of this pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding units that may be required for First Productive Use or thereafter. Initial work effort includes setting up the following model reports:

- Home medication list.
- Admission medication reconciliation report.
- Transfer medication reconciliation report.
- Prescriptions.
- Over the limit.
- Print control language (PCL) customizations.

6.7. Patient Care Documentation shall include:

6.7.1. Leading effort to set up and complete unit testing of one (1) pilot unit. During setup of this pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding additional units that may be required for First Productive Use or thereafter. Initial work effort includes:

- Guiding Customer with setting up of model re-expressed browser enabled screens and pathways for:
  - Patient Assessments.
  - Care Plans.
  - Orders Charting.

6.7.2. Patient Assessments shall include:

- Leading effort to set up and complete unit testing of one (1) model assessment value in INVISION Clinical Observation and Results (COR). During setup of this assessment, Siemens will provide Customer with the education, knowledge and experience to continue adding assessments that may be required for First Productive Use or thereafter.
- Working with Customer to set up model discharge instructions preliminary and final model defaults and documents.

6.7.3. Care Plans shall include:

- Leading effort to set up and complete unit testing of five (5) plans of care that include Progress Notes using previously developed care plans and/or clinical content. During setup of this plans of care, Siemens will provide

Customer with the education, knowledge and experience to continue adding plans of care that may be required for First Productive Use or thereafter.

6.8. Physician Order Entry (POE) Starter shall include:

6.8.1. Leading effort to set up and complete unit testing of one (1) pilot unit. During setup of pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding additional pilot units that may be required for First Productive Use or thereafter. Initial work effort includes:

- Setting up POE starter set toolset for search engine, specialty logic and content.
- Analyzing and populating of non-pharmacy services and pharmacy services in the Common Vocabulary Engine (CVE) including creation of five (5) Predefined Common IV (PCI) five (5) types.
- Designing and creating up to three (3) order sets.
- Mapping existing INVISION services master with CVE terms

6.8.2. Providing consulting services to guide Customer in the implementation of Physician Order Entry including workflow, technology and integration requirements. Siemens will identify and document expected results, constraints and processes needed prior to Application implementation.

Siemens Medication Management

7. Siemens will provide the following implementation services:

7.1. Pharmacy Document Management shall include:

7.1.1. Leading effort to set up and complete unit testing to manage written medication orders on one (1) nursing unit. During setup of orders on this unit, Siemens will provide Customer with the education, knowledge and experience to continue managing written medication orders on additional nursing units that may be required for First Productive Use or thereafter. Initial work effort includes:

- Working with Customer to determine security levels based on Customer defined roles.
- Identifying patient and document types for routing from Enterprise Document Management to Siemens Pharmacy.
- Enabling profiles to allow orders communication between Siemens Pharmacy and Siemens Enterprise Document Management utilizing an image pointer.
- Guiding Customer in establishing processes for scanning patient medication orders.
- Reviewing Pharmacist annotation capabilities on image.

Soarian Enterprise Document Management

8. Siemens will provide the following implementation services:

8.1. Install base Enterprise Document Management software in one (1) RCO/ASP Test and Production environment. This includes completing software checkout, and validating

software is ready for Customer and Siemens project teams to begin initial build and configuration.

8.2. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.

8.3. Determine system security needs per Application based on Customer defined roles.

8.4. Base Imaging shall include:

8.4.1. Leading effort to set up the base system infrastructure including setting up folder structure and security. Siemens will provide Customer with the education, knowledge and experience to accept system ownership. Initial work effort includes:

- Reviewing folder and document structure.
- Performing analysis to determine rules for creating desired folder structure.
- Establishing security by Customer roles types and linked to document types.
- Configuring base views and filters.

8.4.2. Guiding the Customer in establishing procedures for daily system maintenance.

8.4.3. Leading effort to set up Patient Financial Services by standardizing an enterprise setup for registration, billing, cash management, correspondence and remittance processing. During setup, Siemens will provide Customer with the education, knowledge and experience to accept system ownership of Patient Financial Services. Initial work effort includes:

- Guiding Customer in proper setup and use of the following model bill and remittance forms, filing and bursting rules:
  - 1500 (1500 Bill form).
  - UB92/UB04/837 (UB92/UB04/837).
  - Siemens generated detail itemized bill.
  - Medicare Secondary Payor Form.
  - Insurance verification form.
  - Siemens generated face sheet.
- Creating one (1) registration document template using the forms creation tool for electronic signature capture.
- Working with Customer to setup and analyze Patient Access/Business Office Inventory forms to identify, catalog and define document attributes to organize document types and folder structure.
- Creating one (1) scanning profile set including up to three (3) document profiles for the patient access department.
- Building one (1) base view and one (1) filter for system display.

Value Add Specific Provisions

INVISION Clinicals Value Add Services

9. Siemens will provide the following value add services:

9.1. INVISION 3270 to Re-Mapped Pathways shall include:

- Providing consulting services to guide Customer in the implementation of the OAS Gold remapping of the existing 3270 Patient Management screens and pathways to OAS Gold Remapped.

Integration Provisions

10. Siemens scope of services for integration will include the following unless otherwise noted herein:

10.1. OPENLink Interface Engine Services -

10.1.1. Siemens will provide access to OPENLink model maps for Siemens to Siemens interfaces unless otherwise noted. Model maps are based on current Versions and Releases of Siemens ancillary and surround systems.

10.1.2. Siemens will provide the following OPENLink interface implementation services for all interfaces listed therein that will utilize OPENLink as the interface engine:

- Specification Review - Siemens will facilitate specification review sessions regarding integration requirements from both Siemens and third party systems.
- Interface Connections - Siemens will build the interface connection definitions between the associated Applications and the interface engine for interfaces listed below.
- Mapping Modifications - Siemens will work with Customer to identify and complete data mapping.
- Unit Testing - Siemens will test interfaces to verify data transmissions occur according to specifications.
- Live Support - Siemens will work with Customer to facilitate the transition from testing to First Productive Use after Customer releases all interfaces to be migrated to the Production environment, in conjunction with live dates.

10.1.3. Siemens will provide services for the following interfaces:

- Enterprise Document Management Pointer Outbound to Lifetime Clinical Record.
- INVISION Demographics/ADT Outbound to Enterprise Document Management.
- INVISION Med/IV Orders Outbound to Siemens Pharmacy.
- INVISION Orders Outbound with One-Time Historical Backload to Decision Support Solutions.
- INVISION Patient Management, Clinical Observations and Results Outbound with One-Time Historical Backload to Decision Support Solutions.

10.2. Point to Point Protocol (PPP) Services -

10.2.1. Siemens will utilize PPP to enable direct data flow for the following interfaces:

- Mysis Lab Results Outbound to Enterprise Document Management.

- Siemens Medication Administration Record Outbound to Enterprise Document Management.
- syngo Workflow Results Outbound to Enterprise Document Management.

10.3. General Integration Provisions -

10.3.1. Siemens assumes Customer will utilize Siemens interface specifications to define integration between Siemens and third party systems. Customer will manipulate third party data to send data to, and accept data from, Siemens in the standards based format stated in the specifications.

Technology Provisions

11. Siemens scope of services for technology will include the following unless otherwise noted herein:

11.1. Technology Planning Sessions - Siemens will conduct a series of Technology Planning sessions to identify technical requirements at Customer site for the implementation and will provide documentation of the integration of the Applications infrastructure into the Customer's environment. This will include reviewing:

11.1.1. Application Network Overview (ANO).

11.1.2. Customer infrastructure and network connectivity.

11.1.3. Schedule 1 and Technology bid where appropriate.

11.2. Network and System Connectivity - Siemens will validate network and system connectivity, and will provide remote connectivity to the onsite environments for Siemens installation and support activities.

11.3. Readiness Review - Siemens will conduct a readiness review to determine equipment location, to prepare networks and install equipment. This includes review of hardware and software install with the Customer and the review of Application delivery requirements with the Customer and Siemens Consultants.

11.4. Platform Infrastructure - Siemens will participate in turnover of the platform infrastructure to Siemens support and to the Customer.

11.5. Application Traffic - Siemens will route Application traffic between Siemens WAN router at Customer's Facility to the Siemens Data Center via a private network, where appropriate.

Customer Personnel

Customer will be responsible for providing the appropriate resources to complete the engagement as recommended in the estimates below. Assigned Customer personnel must have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise and the appropriate skill sets as outlined in the Roles and Responsibilities document in order to complete the implementation within the stated duration. Additional details about resource assignment, resource tasks and resource work effort are in the Project Workplan, if applicable. FTE calculations are based on 2000 hours per year and the average duration of the install.

Decision Support Solutions	Hours	FTEs
Application Analysis - Financials	114	.68
Integration/Conversions	8	.05

Operational Support - Financials	12	.07
Project Leadership	40	.24
Technology	38	.23
Average install duration: 1 month		

Bed Management	Hours	FTEs
Application Analysis - Clinicals	561	1.12
Operational Support - Clinicals	394	.79
Project Leadership	258	.52
Technology	273	.55
Training	30	.06
Average install duration: 3 months		

Clinician View Med/IV Orders	Hours	FTEs
Application Analysis - Clinicals	817	.49
Integration/Conversions	350	.21
Operational Support - Clinicals	500	.30
Project Leadership	350	.21
Technology	350	.21
Training	47	.03
Average install duration: 10 months		

Clinician View Orders	Hours	FTEs
Application Analysis - Clinicals	1536	1.15
Integration/Conversions	624	.47
Operational Support - Clinicals	1320	.99
Project Leadership	672	.50
Technology	768	.58
Training	240	.18
Average install duration: 8 months		

Lifetime Clinical Record	Hours	FTEs
Application Analysis - Clinicals	92	.28
Operational Support - Clinicals	68	.20
Project Leadership	42	.13
Technology	45	.14
Training	8	.02
Average install duration: 2 months		

Patient Care Documentation	Hours	FTEs
Application Analysis - Clinicals	808	1.21

Operational Support - Clinicals	561	.84
Project Leadership	362	.54
Technology	399	.60
Training	61	.09
Average install duration: 4 months		

Physician Order Entry (POE) Starter Set	Hours	FTEs
Application Analysis - Clinicals	5260	2.63
Operational Support - Clinicals	4240	2.12
Project Leadership	940	.47
Technology	1020	.51
Training	300	.15
Average install duration: 12 months		

Base Imaging	Hours	FTEs
Application Analysis - Clinicals	540	.54
Integration/Conversions	270	.27
Operational Support - Clinicals	450	.45
Project Leadership	236	.24
Technology	479	.48
Training	254	.25
Average install duration: 6 months		

Statement of Work for Project and Account Management Services

Overview

1. Siemens will provide the following professional services for an estimated duration of seven (7) years:

   1.1. Siemens will provide Project Management and Account Management for a term of seven (7) years.

Professional Services

2. Siemens will provide the following professional services:

   2.1. Siemens Project Manager will provide project oversight for the implementation of the INVISION add-on and Siemens surround applications.

   2.2. Siemens Project Manager direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.

   2.3. Siemens Account Manager will provide the following the following professional services:

      2.3.1. Responsibilities for this position include Project Oversight, Account Management, Escalation, Invoice Reconciliation and other duties as mutually agreed to by Siemens and Customer.

Professional Services

The Professional Services Bid includes a discount on Siemens current Professional Services rates for eligible services. The discount is valid if Siemens is performing all of the services described in the Statement of Work. The discount is valid for the entire project provided Customer permits Siemens to commence the engagement within twelve (12) months. If Customer delays commencement, Siemens current Professional Service rates shall apply. The Professional Services Bid is net of all discounts and no other discounts apply.
Siemens scope of work for the engagement will be performed on a Time and Materials basis.

Professional Services	Estimated Hours	Estimated Fee
Additional Services	7,000	$1,155,000
Total	**7,000**	**$1,155,000**

Summary

Professional Services Summary	Fee	Monthly Support Fee
Value Add Services	$1,155,000	
TOTAL - All Services	**$1,155,000**	**$0**

Statement of Work for Radiology

1. Introduction

1.1. Purpose of this document

City and County of San Francisco Dept of Public Health has requested the Siemens Medical Solutions provide syngo® Suite Implementation Services of the syngo® Suite product. This document describes the services that *syngo*® Suite Services offers to address this request.

2. Customer Information

2.1. Interfaces

2.1.1. Invision Demographics ADT, OO, OSU, AOO and Results

2.1.2. 2.1.2. Care Cast One Way ADT/Orders/ORU/Feed

2.1.3. 2.1.3. Mitra Results Query

3. Project Phases

3.1. This project will be implemented in a Single Phase.

4. Siemens Implementation Philosophy

Siemens work effort is based on Siemens philosophy to implement model software, model interfaces and PACS solutions in a timely and cost efficient manner. Model software, role defined toolsets and/or default report templates provide the Customer with the ability to perform focused adaptation to accommodate user/site preferences, as opposed to customization of the model system. Customer may request that Siemens provide additional services for additional fees beyond those described herein to drive to specific Customer clinical and or business objectives. These additional services, if any, will be identified in the tables at the end of this document.

5. Siemens Work Effort

Siemens work effort is based on Customer's current business state. If a customer is considering additional technology investments, in-house re-engineering efforts or other consulting engagements, Siemens recommends that these initiatives be finalized prior to the initiation of the planning phase so that decisions made during this phase, and moving forward, are appropriate for the Customer's desired future state. Siemens will work with the Customer to determine if utilization of the Change Order will be necessary to accommodate potential changes.

6. Scope of Services

Siemens scope of services for this estimate includes the following unless otherwise noted in the solution section:

6.1. Project Leadership

Siemens will direct the initial project start up and provide cross-functional coordination and alignment of Siemens' implementation resources. Siemens will provide project leadership to the implementation project as defined in item one (1) above. Siemens will work with the Customer's Project Manager to provide leadership and overall accountability to achieve Customer's desired future state or vision. Siemens' and Customer's Project Managers will be the point of contacts for issue resolution during the

implementation and will continuously monitor progress to minimize potential risks. Siemens will provide project status reports as needed/required. The Implementation will be divided into 5 phases. Planning, Manufacture, Installation/Testing, Training, and the Live/Post Live Phase

6.1.1. Planning

The Siemens Project Manager will assume a consultative role and will provide the Customer with process considerations and analytical direction. The Siemens Project Manager will work with the Customer to develop project definition and to develop a work plan to meet Customer driven outcomes. This may be done either remotely or onsite at Siemens discretion.

6.1.2. Manufacture

The Siemens Project Manager and internal Siemens resources will assume direct responsibility of the manufacturing of product specified in the contract deliverables. Delivery of product will take place in consultation with Customer. Customer will provide delivery address and appropriate storage space to the Siemens Project manager.

6.1.3. Installation and Testing Phase

Within the installation and testing phase, Siemens will collaborate with the Customer regarding Model software, role defined toolsets and/or default report templates. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.

6.1.4. Training Phase

Within the Training phase, Siemens will play a consultative role in Training. Siemens will provide guidance and direction for the Customer in education planning, development of Super User(s) materials, and end user training.

6.1.5. Live/Post live phase

Within the Live/Post Live phase, Siemens will provide support and direction to the Customer for software issue resolution in addition to the activities listed in Knowledge Transfer. Siemens anticipates that the knowledge transfer to the Customer has been facilitated during the implementation process. At First Productive Use (FPU) Siemens resources will provide support for Solution issues and in routing issues through the appropriate event tracking system. Siemens will also work with the Customer to facilitate a smooth transition to Customer Relationship Support at the conclusion of the event.

7. **Interfaces**

Siemens will provide services for the completion of the Interfaces identified in Section 2 (above). Siemens scope of services for those Interfaces will include the following unless otherwise noted herein.

7.1. Siemens assumes Customer will utilize Siemens interface specifications to define integration between Siemens and third party systems. Customer will manipulate third party data to send data to, and accept data from, Siemens in the standards based format stated in the specifications.

7.2. Third Party Interface Engine Assumption - If Customer will utilize a third party interface engine Siemens assumes that Customer will complete all required work on the third party

interface engine for each interface routed through the third party engine. This will include all interface connections, mapping, implementation, unit testing and live support issues related to integration with both Siemens and third party systems.

7.3. OPENLink Assumptions - If Customer will utilize OPENLink ICO v23 and unless otherwise noted in this Statement of Work that Siemens will provide OPENLink Services, Siemens assumes that Customer will complete all required work on the OPENLink ICO v23 interface engine for each interface routed through OPENLink. This will include all interface connections, mapping, implementation, unit testing and live support issues related to integration with both Siemens and third party systems.

8. **Customer Responsibilities**

The Customer will assign personnel to perform the following functions during the implementation. The estimated Customer resource requirements are based on tasks defined in Siemens standard Implementation Methodology and may not reflect work effort required outside of those tasks. FTE calculations are based on 2000 hours per year and the average duration of the install.

syngo® Workflow	FTEs
syngo® Workflow Project Manager	.25
syngo® Workflow System Administrator	.25
syngo® Workflow Super User/ Report Design	.50
Total	1.0

9. **Hours of Service**

All implementation services are to be completed from Monday to Friday. Weekend implementation services will result in additional charges.

10. **Education Solutions**

The Customer is responsible for education on all third party software as defined in Exhibit D, Schedule 1.

11. **Modification to Services Provided**

No other items or services will be provided under this agreement. Any modifications or additions to this Statement of work will require approval and may incur additional charges.

12. **Implementation Services Provided**

The Implementation Services described below in Table B-1 reflect the service category levels chosen by the Customer based on implementation decisions made for the install. Any requirements for additional hours or services may be subject to additional fees.

Table B-1 to Part III of Exhibit F - T&M Services Provided

Qty	Service Description	Estimated Hours	Estimated Fee
1	**Custom Interface Migration T&M**	16	$3,040
	Migration of Custom Interface		
1	**High Availability Redundant Hardware A T&M**	76	$13,135
	High Availability considerations based on the Hardware Technology requested.		
1	**High Availability phase 1 Sybase Replication T&M**	66	$9,632
	Syngo Workflow High Availability Siemens will perform the following services for the syngo Workflow implementation in System configuration that provides database replication and hardware redundancy for the syngo Workflow application server in a warm stand-by fashion. Installation of the Operating System of the redundant database servers. Sybase configuration and database creation on the customers SAN infrastructure. Configuration of Sybase Replication server in a one-way fashion. Installation of the operating system and required application components on two application servers. Migration of application files and database contents from current LIVE environment into newly installed environment with one application server configured to reference the primary database server when the appropriate project milestones are met. Participate in a joint planning session with the customer to document and understand the customer's options with respect to the stand-by application server node as a warm stand-by in the event of an outage. Document the summary of the mutually agreed upon roles and responsibilities		
1	**INVISION Demographics, ADT, Orders Outbound, Order Status Update, Add On Orders & Results Inbound T&M**	40	$5,838
	INVISION Demographics/ADT, Orders Outbound with Order Status Update, Add-On Orders, Results Inbound from syngo Workflow		
1	**Openlink Services Migration(for INV or MS4)**	4	$584
	OPENLink Services		
1	**SAN Attached (Standard Delivery)/Customer Supplied SAN Hardware A T&M**	78	$13,550
	HW Configuration A - SAN Attached (Standard Delivery) / Customer Supplied SAN Hardware Configuration assumes, an Application Server that utilizes local storage and a Database Server that will connect to the customer SAN storage. Print Formatters (if applicable) VIS process applies and would arrive at the customer site, tested, pre-configured and ready for customer Acceptance testing. Application Server - Siemens will install the Linux operating system and the Siemens Application on local storage. Database Server - Siemens installs the Linux Operating System, configure the SAN connections, and create the syngo database on the SAN storage. Customer is responsible for defining and configuring the SAN storage and presenting it to the Database Server.		
1	**Third Party Result Interface Migration TM**	16	$2,335

Third Party Result Interface Migration of existing Interface

1	**syngo Workflow Uni-Directional PACS Migrate Interface T&M**	32	$4,670

syngo Workflow Demographics/ADT, Orders, Order Status Updates Outbound to Third Party Picture and Archival System - Migrate Existing Interface

1	**syngo Workflow Mammography Class at Siemens Regional Training Center**	$1,050

syngo Workflow, Radiology Mammography Class

Class conducted at Siemens Training and Development Center in Cary, NC

Price based on number of attendees.
Duration 2 days

1	**syngo Workflow Base Upgrade T&M**	302	$44,383

Application Specific Provisions
syngo Workflow Management System
Siemens will provide the following implementation services:
Stage server to integrate Hardware and software as specified in the Schedule 1. Siemens work effort includes installing base Application software in one (1) ICO Production, Test and Training environment, completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.
Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.
Upgrade base software in one (1) ICO Production, Test and Training environment. This includes re-applying existing system information, completing software checkout, and validating software is ready for Customer and Siemens project teams to begin upgrade.
syngo Workflow shall include:
Re-applying and validating existing database, profile and system information is available in new environment.
Analyzing current Radiology processes and guiding Customer in leveraging new Version feature/function to improve Radiology workflow.
Guiding Customer in setting up worklists to display patient information with outstanding work for a pre-determined area. Areas worklists could include tracking, read exam or transcription.
Leading effort to set up and complete testing for portal radiologist to give radiologist ability to protocol, interpret and sign procedures from the syngo user interface. Siemens will provide Customer with the education, knowledge and experience to continue setup that may be required for First Productive Use of thereafter. Initial work effort includes:
Installing software on designated workstations.
Conducting analysis on existing workflow and creating new ones, as appropriate.
Defining user preferences.
Validating data displays on workflow assignments.
Providing on-site training for five (5) radiologists and one (1) trainer on physician workstation use. Siemens will share best practice information with the Customer for training additional users required for First Productive Use.

1	**syngo Workflow De-installation of Previous Software**	12	$1,751

De-installation of previous software

1	**syngo Workflow Hardware Readiness T&M**	8	$1,168

Technology Provisions
Siemens scope of services for technology will include the following unless otherwise noted herein:
Readiness Review - Siemens will conduct a readiness review to determine equipment location, to prepare networks and install equipment. This includes review of hardware and software install with the Customer and the review of Application delivery requirements with the Customer and Siemens Consultants.

1	**syngo Workflow Interactive and Worklist Document Build Class at Siemens Regional Training Center** syngo Workflow, Radiology Interactive & Worklist Document Building Class Class conducted at Siemens Training and Development Center in Cary, NC Duration 3 days		$1,575
1	**syngo Workflow Mammography Upgrade T&M** Mammography shall include: Guiding Customer in new Version feature/function of Mammography.	90	$13,135
1	**syngo Workflow Mgt. Implementations Class at Siemens Regional Training Center** syngo Workflow, Radiology Management Implementation Class Class conducted at Siemens Training and Development Center in Cary, NC Duration 5 days		$2,625
1	**syngo Workflow Upgrade Class** syngo Workflow, Radiology Upgrade Class Class conducted at Customer site. Price based on number of attendees. Duration 2 days		$850
1	**syngo Workflow Voice to Text Migrate Interface T&M** syngo Workflow Order Transaction Outbound with Voice to Text Results Inbound from Third Party Voice to Text - Migrate Existing Interface	48	$7,005
Estimated Totals			$126,326

EXHIBIT G
CONFIDENTIAL

Siemens Disaster Avoidance & Recovery Provisions

INTRODUCTION

Siemens is committed to the goal of providing our customers with a secure data processing environment that provides uninterrupted service. To meet this goal, Siemens focuses on both preventive measures and recovery procedures. The Information Systems Center (ISC) systems and operational practices are designed to prevent problems before they develop. In addition, Siemens has a wide range of situations that could potentially disrupt services to our customers. Siemens continually reviews the ISC's preparedness to handle failures or emergency situations.

This document is a summary of Siemens' disaster avoidance provisions and business recovery provisions.

DISASTER AVOIDANCE

Siemens has made significant investments in disaster avoidance. Provisions include, but are not limited to the following:

- Physical Security – access to the ISC is strictly controlled. An electronic badge system controls access through the main entrance. Within the building, this system is programmed to permit only persons who have appropriate security clearance to enter critical areas. Security guards also monitor building access. Video cameras monitor the main entrance, parking facilities, and critical areas within the ISC building.
- Fire Protection – The ISC building is constructed of pre-cast and poured concrete, with firewalls separating computer operations areas to minimize fire damage through containment. The ISC's fire protection system consists of modern equipment that is regularly reviewed and updated. It consists of smoke detectors (with remote annunciators and zone indicators), automatic sprinkler systems, and a two-part Halon system in the computer and tape library areas. Each of these areas has its own supply of Halon. As a further precaution, the computer rooms have a second Halon system in place to provide backup. These systems are regularly maintained and integrity-assured. In the event of loss of public water service, the ISC has a system of on-site water towers and wells as a backup. Water detection devices and drains are installed under all raised floor areas.
- Power Supply – Siemens has multiple levels of power backup designed to provide uninterrupted operation of the ISC in the event of power loss. The main power is furnished through the local power company. Multiple feeds from different processing stations provide four to five times the power needed to run the entire ISC. Two levels of Uninterruptible Power Systems (UPS) are installed, providing smooth transition to the automatic start-up and use of four large diesel generators in the event of an extended power company outage. These systems are regularly maintained and undergo periodic live testing.
- Equipment Cooling/Air Conditioning – Siemens has multiple levels of protection against loss of cooling. The primary backup system provides 400 tons of backup cooling capacity. The secondary backup system consists of ice storage units, providing continuous cooling during a power outage.
- Computer Equipment – The ISC has backup equipment that can maintain production operations in the event of a hardware failure. It has backup CPU, storage, networking devices, etc. In addition, the ISC has documented detailed recovery procedures which enable personnel to rapidly switch to backup hardware.
- Change Control – Siemens manages a strict change control process in handling hardware and software environments. Responsibilities of personnel are clearly defined.

DISASTER RECOVERY

The following is a summary of the main points of Siemens' Business Recovery Program.

- Hot Site – Siemens has a contract with a major hotsite vendor. The contract provides for both a primary and secondary recovery site, both of which are within 3.5 hours of Siemens data center in Malvern.
- Recovery Procedures and Testing – Siemens has developed and maintains extensive recovery procedures, as well as automated recovery tools. Hot site testing, using these procedures, is conducted at least once per calendar year.
- Staffing – Siemens has a team of experienced analysts dedicated to business recovery planning on a full time basis. This group is responsible for maintaining the plan and procedures, conducting tests, and managing the ongoing business continuity program.
- Recovery Procedures – Siemens has developed and maintains extensive recovery procedures as well as automated recovery tools.
- Off-site Data Vaulting – Siemens stores backups of systems and data on magnetic tape. One generation is kept in an environmentally conditioned off-site storage facility, that is secured and guarded 24 hours/day.

In the event that normal operation of Information Systems Center is ever severely impaired, Siemens will work to restore service to all customers as quickly as possible, on a best efforts basis. When working to restore service to customers, Siemens will give highest priority to the restoration of critical clinical applications, recognizing that the quality of healthcare is of paramount importance. Ancillary systems, Financial (billing) applications, and General Ledger/Payroll applications will follow respectively.

EXHIBIT H
CONFIDENTIAL

Form of Acceptance Certificates

CERTIFICATION OF FINAL SYSTEM ACCEPTANCE

The City and County of San Francisco hereby acknowledges that the System has passed the Final System Acceptance Test pursuant to the Acceptance Testing Procedures of the Agreement.

Date of Acceptance

_____

City & County of San Francisco

By: _____
Director, Department of Health

EXHIBIT H
CONFIDENTIAL

CERTIFICATION OF FINAL SYSTEM ACCEPTANCE
COMPONENT ACCEPTANCE

The City and County of San Francisco hereby acknowledges that the _____ System Component has passed the final Component Acceptance Test pursuant to the Acceptance Testing Procedures of the Agreement.

Date of Acceptance

_____

City & County of San Francisco

By: _____
Director, Department of Health

Information Systems Center Application Availability Warranty

INVISION Availability: Siemens warrants that the availability for the INVISION Applications located at Siemens' Information Systems Center (ISC) will be 97%. ISC availability shall mean the time that the INVISION Applications are available to CCSF for processing transactions. ISC availability does not include (i) malfunction of the WAN between CCSF and Siemens' ISC, (ii) unavailability of the Applications due to CCSF's actual day-end, weekend, and month-end processing time.

ISC Application availability shall be measured by Siemens using statistical measurement and reporting software provided with the computer equipment located at Siemens' ISC. Such measurements will be taken twenty-four (24) hours per day seven days per week and the result will be calculated over the total available scheduled time for the month.

$$\text{Availability \%} = \frac{(\text{Basetime} - \text{Downtime}) \times 100}{\text{Basetime}}$$

This estimate is provided to Customer based on Siemens' experience at other customer sites. Customer's actual outage time will be affected by a number of variables that influence the size of the Customer's data bases and run time. These variables include, in part: data retention parameters, online activity and any additional Applications that may be installed subsequent to the date of the Agreement.

Siemens will make all reasonable efforts to work with Customer toward achieving the estimated time. If the estimate is exceeded, at Customer's request and at Siemens' then current professional service rates, Siemens will review Customer's utilization of the System and make recommendations for improved data base maintenance.

ISC-based Applications System Response Time Warranty

1. **INVISION RESPONSE TIME WARRANTY.**

1.1 Siemens guarantees that the average Response Time within your production System Environment for ISC-based Applications (including LCR and EAD) shall be 2.75 seconds for ninety-five percent (90%) of all transactions, during the term of the Agreement. Siemens will also include the Resource Scheduling Application in this Response Time Warranty; however, because the Resource Scheduling Application can be implemented in many different ways Siemens reserves the right to review CCSF's implementation of Resource Scheduling and make reasonable recommendations, which will not materially effect CCSF's operational procedures, which CCSF will implement to improve response time. As of the Date of Certification, this warranty is not applicable for Applications located at CCSF data center or other Facilities (e.g., OPENLink).

Response Time shall be the period from the time the Return or Function Key is depressed on a 3270 terminal, PC or other similar device directly attached to the router until the complete screen of the response for the one transaction appears on that locally attached device. That is the transaction travels from the device directly attached to the router which is the primary termination point for the Wide Area Network at CCSF's site to the Siemens ISC and back to the device directly attached to the router. Response Time does not include any downtime, time during System malfunction, processing outside the System for transactions between the System and any other system, transactions against a data base while it is being accessed for batch operations, transactions over remote communication lines other than the primary link to Siemens' ISC, and transactions over the internet. LCR and EAD Application programs shall operate through the Siemens provided, OAS based, model, screens and pathways. Response Time Warranty shall not be applicable for transactions through open ended, free form, inquiry.

1.2 **RESPONSE TIME MEASUREMENT AND SUPPORT.** Response Time will be measured at evenly spaced intervals using host based monitoring facilities. A Response Time failure occurs if the average Response Time, measured each day over the hours of 8:00 a.m. to 5:00 p.m., is not met three times during a Monday through Friday period.

If a Response Time failure occurs or if Customer reasonably expects such a failure, Customer shall notify Siemens in writing, describing the failure and how it was determined, or the reasons for Customer's expectations. Siemens shall begin to work in a timely manner with Customer and review the utilization of the System and Customer's methodology or use of the Online Architectural Software. If Siemens determines that performance will be improved by changes to Customer's operational procedures, customer's local network, or Adaptations, etc., without a significant adverse effect on the use of the System, Siemens shall convey such changes in writing. If Customer implements such changes, or if no changes are suggested, and the Response Time is not met and is Siemens' responsibility, Siemens shall make changes to the System so that the System will meet the Response Time at no additional charge to Customer.

If Siemens demonstrates that the failure to meet the Response Time is not Siemens' responsibility (i.e., in the customer's local network, etc.), or that the System does meet the Response Time, Siemens shall give Customer written notice in reasonable detail, and Customer shall pay to Siemens, at Siemens' then current rates, for all services performed and expenses incurred by Siemens during the investigation and diagnosis. , provided however, that Siemens will provide two (2) hours of Response Time diagnostic support through the use of NetSpy, Netview, Application analysis or other diagnostic assistance at no charge to CCSF for each reported failure

1.3. **SYSTEM ENVIRONMENT.** The System shall be utilized in accordance with the Documentation, the Agreement, and written instructions provided by Siemens or the appropriate supplier. Any changes or additions to the System Environment, modifications, regulatory changes, or Adaptations which create additional applications or functions, may affect System requirements. Siemens reserves the right to have CCSF remove such items and retest the System.

This warranty is provided for the benefit of CCSF only for use of the System for the Facility. This Exhibit sets forth Siemens' entire obligation and liability and CCSF's sole remedy regarding Response Time Warranty.

EXHIBIT K
CONFIDENTIAL

Source Code Escrow Agreement

IRON MOUNTAIN

THREE-PARTY MASTER DEPOSITOR

ESCROW SERVICE AGREEMENT

Master Deposit Account Number: 34900

1. Introduction

This Escrow Service Agreement (the "Agreement") is entered into by and between Siemens Medical Solutions USA, Inc. ("Depositor") and its Affiliates and subsidiaries, and by any additional party enrolling as a "Beneficiary" upon execution of the Acceptance Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") on this 18 day of Sept., 2008 (the "Effective Date"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) Each Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to such Beneficiary (the "License Agreement"), and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

(a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.

(b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.

(c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.

(d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

(e) Depositor shall be solely responsible for properly designating the account(s) that the Beneficiary is enrolling into in the applicable Exhibit E. Iron Mountain shall not be responsible for any discrepancies between the identified application and the deposit account designated for enrollment into by the Beneficiary in the applicable Exhibit E.

3. Beneficiary Responsibilities and Representations.

(a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.

(b) Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

(a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.

(b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.

(c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is deposited into the escrow account under this Agreement.

(d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.

(e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.

(f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other party to approve the joint instructions.

5. Payment.

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. Such Service Fees updates for price increases shall be limited to once per year on the anniversary of the Effective Date, provided that no increase shall exceed the standard fees set by Iron Mountain. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

(a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with written joint notice of their intent to cancel this Agreement at least ninety (90) days' prior to the expiration of the Initial Term or the applicable Renewal Term; (ii) Beneficiary provides Iron Mountain and Depositor with ninety (90) days' prior written notice of their intent to terminate this Agreement, provided such termination shall apply to such Beneficiary only; (iii) the Agreement terminates under another provision of this Agreement; or (iv) after the Initial Term, Iron Mountain provides one hundred twenty (120) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's

intent to terminate this Agreement. If the Effective Date is not specified in the introduction section, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.

(b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

(c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

(d) The rights of any particular Beneficiary hereunder shall terminate upon the occurrence of the following events: (i) the term of such Beneficiary's software support agreement with Depositor ceases for any reason other than a reason which results in a Release Condition, (ii) such Beneficiary's license to the applicable Deposit Material terminates or expires, or (iii) such Beneficiary fails to pay any fees required herein, or in any agreement between Depositor and such Beneficiary, for the maintenance of such Beneficiary's rights under this Agreement, and such default is continuing after any required notice and cure period. For the avoidance of doubt, Iron Mountain shall not be obligated to recognize the termination of a Beneficiary due to the events stated in either 6(d)(ii) and 6(d)(iii) of this Agreement unless Iron Mountain is notified of such in writing by the Depositor.

7. General Indemnity.

Subject to Section 10, each Party shall defend, indemnify and hold harmless the others, their corporate Affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

(a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.

(b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.

(c) Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

(d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron

Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO FIVE (5) TIMES THE THEN CURRENT ANNUAL FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN WILLFUL MISCONDUCT.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

(a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.

(b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

(c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

(d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

(e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person(s)" who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement.

(f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).

(g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its

reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.

(i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.

(j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties.

(k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.

(l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

(m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) it's costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

(n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

(o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.

(p) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import, export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.

(q) No Third Party Rights. This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

(r) Amendment. This Agreement may only be modified by mutual written agreement of the Parties. Depositor, Iron Mountain and any particular Beneficiary shall have the right to amend this Agreement, as it applies to such Beneficiary, upon the mutual agreement of all three parties. The amended terms applicable to such Beneficiary shall

be set forth on the applicable Exhibit E, and the agreement of all three parties thereto shall be evidenced by their execution of such Exhibit E.

(s) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

(t) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(u) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(v) Affiliates. "Affiliates", as used herein, shall mean those entities controlling, controlled by, or under common control with, a Party to this Agreement. For purposes of the foregoing definition "control" (including "controlled by" and "under common control") shall mean ownership of, or the right to acquire: (a) not less than fifty percent (50%) of the voting stock of a corporation, (b) the right to vote not less than fifty (50%) of the voting stock of a corporation, or (c) not less than fifty (50%) ownership interest in a partnership or other business entity. It is the intention of the parties (i) that each Affiliate shall be bound by the terms and conditions of this Agreement, (ii) that all of the services provided under this Agreement be made available to each Affiliate, (iii) each Affiliate shall be entitled to enforce this Agreement against Iron Mountain and that (iv) each Affiliate shall be a third party beneficiary of this Agreement.

Note: If contracting electronically via the online portal, checking the "I Accept" button displayed as part of the ordering process, evidences agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

DEPOSITOR	
SIGNATURE:	
PRINT NAME:	Thomas Posgurner
TITLE:	Sr. Director of Procurement
DATE:	8/29/08
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
SIGNATURE:	
PRINT NAME:	John F. McLaughlin Jr.
TITLE:	Manager, Quality Control
DATE:	9/18/08
EMAIL ADDRESS:	jmclaughlin@ironmountain.com

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, AND BILLING CONTACT INFORMATION TABLE FOLLOW ON THE NEXT PAGE

Approved as to Operational Content:
Iron Mountain Operations

Name: John Troyd
Date: May 27, 2008

Approved as to Form and Content:
Iron Mountain Legal Department

James E. Raymond, Contracts Specialist
Date: May 7, 2008

Name: [illegible]
Title:
Date: [illegible]

EXHIBIT K
CONFIDENTIAL

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Assistance General Counsel
TITLE:	
EMAIL ADDRESS	Susan.bayne@siemens.com
STREET ADDRESS	51 Valley Stream Parkway, Mail Code T06
PROVINCE/CITY/STATE	Malvern, PA
POSTAL/ZIP CODE	19355
PHONE NUMBER	610-219-8513
FAX NUMBER	610-219-8333

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Susan Bayne
TITLE:	
EMAIL ADDRESS	Susan.bayne@siemens.com
STREET ADDRESS	51 Valley Stream Parkway, Mail Code E40
PROVINCE/CITY/STATE	Malvern, PA
POSTAL/ZIP CODE	19355
PHONE NUMBER	610-219-8513
FAX NUMBER	610-219-6461

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT K
CONFIDENTIAL

MUST BE COMPLETED — EXHIBIT A - Escrow Service Work Request - Deposit Account Number: 34900

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THIRD PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
☒ Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.			☐ Depositor – OR – ☐ Beneficiary
☒ Deposit Account Fee including Escrow Management Center Access	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be securely stored in controlled media vaults. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An overnight fee may apply.			☐ Depositor – OR – ☐ Beneficiary
☒ Beneficiary Fee including Escrow Management Center Access	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Where possible, Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.			☐ Depositor – OR – ☐ Beneficiary
☐ Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.			☐ Depositor – OR – ☐ Beneficiary
☐ Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.			☐ Depositor – OR – ☐ Beneficiary
☐ Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A		☐ Depositor – OR – ☐ Beneficiary
☐ Add Level 1 – Inventory Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes: Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. Fee Contingencies Enclosed.	Based on Custom SOW	N/A	☐ Depositor – OR – ☐ Beneficiary
☐ Add Level 2 – Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, parallel determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on Custom SOW	N/A	☐ Depositor – OR – ☐ Beneficiary
☐ Add Level 3 – Deposit Usability Test – Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test: Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on Custom SOW	N/A	☐ Depositor – OR – ☐ Beneficiary
☐ Add Level 4 – Deposit Usability Test – Full Usability Test	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Full Usability which includes a confirmation that the built applications work properly when installed. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on Custom SOW	N/A	☐ Depositor – OR – ☐ Beneficiary
☐ Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	$500	☐ Depositor – OR – ☐ Beneficiary
☐ Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.		N/A	☐ Depositor – OR – ☐ Beneficiary
☐ Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.		N/A	☐ Depositor – OR – ☐ Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

EXHIBIT K
CONFIDENTIAL

EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: _____ ESCROW ACCOUNT NUMBER: 34900

DEPOSIT NAME _____ AND DEPOSIT VERSION _____
(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
☐ CD-ROM / DVD		☐ 3.5" Floppy Disk	
☐ DLT Tape		☐ Documentation	
☐ DAT Tape		☐ Hard Drive / CPU	
		☐ Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
☐ Internet File Transfer			
☐ Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	☐ Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:
Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-875-5669
Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY: (NOTED DISCREPANCIES ON VISUAL INSPECTION)	

EXHIBIT K
CONFIDENTIAL

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 34926

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):
   The Beneficiary requesting the release is a valid Beneficiary with rights under this Agreement and any one of the following:
   (i) Any specific release conditions agreed to in the License Agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
   (ii) Failure of the Depositor to function as a going concern or operate in the in the ordinary course; or
   (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have thirty (30) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. Termination of Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Beneficiary's use of the Deposit Materials shall be subject to the license restrictions and other applicable terms and conditions of the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT K
CONFIDENTIAL

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: 34900

Auxiliary Account Number: _____

_____ ("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ironclientservices@ironmountain.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ironclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT K
CONFIDENTIAL

EXHIBIT E
ENROLLMENT FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: _____ is the Beneficiary referred to in the Escrow Agreement that supports Deposit Account Number: 34901 with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement.

The Beneficiary has licensed the following Application(s) from Siemens and shall be credited into the designated Deposit Accounts below:

Deposit

- ☐ INVISION® Deposit Account # _____
- ☐ Radiology/syngo Workflow Deposit Account # _____
- ☐ Laboratory Deposit Account # _____
- ☐ Pharmacy Deposit Account # _____
- ☐ Decision Support Deposit Account # _____
- ☐ Enterprise Document Management Deposit Account # _____
- ☐ MedSeries4® Deposit Account # _____
- ☐ Soarian® Clinicals Deposit Account # _____
- ☐ Soarian® Financials Deposit Account # _____
- ☐ Soarian® Cardiology Deposit Account # _____
- ☐ Eagle 2000® Deposit Account # _____
- ☐ SIGNATURE® Deposit Account # _____
- ☐ Siemens OPENLink® Deposit Account # _____
- ☐ UNITY® Deposit Account # _____
- ☐ syngo Imaging Deposit Account # _____
- ☐ syngo Dynamics Deposit Account # _____
- ☐ Patient Identification System Deposit Account # _____

EXHIBIT K
CONFIDENTIAL

BENEFICIARY AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT K
CONFIDENTIAL

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com.

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at 978-667-3601 ext. 100 or by e-mail at mailto: verification@ironmountain.com

EXHIBIT L
CONFIDENTIAL

Summary of Siemens Travel and Living Policies

The following is a summary of the principal provisions of Siemens' present policy for reimbursement of the travel and living expenses of its employees within the United States. Siemens passes these charges through to Customer. Siemens' policy for travel and living expense reimbursement may be changed by Siemens from time to time to reflect changes in economic and business factors.

1. **Commercial Air Fare.** Employees must accept the lowest logical coach class airfare available in the market place on any reasonable air carrier. Air travel is not permitted between the cities of Philadelphia, PA, New York, NY, Baltimore, MD and Washington, DC. Employees must use ground transportation to travel to these cities.

2. **Car Rental.** A rental car should be used when the cost is less than that of other available transportation such as taxis, airport shuttles, and personal cars. When renting a car for an extended period of time, employees should use Siemens' preferred suppliers at discounted rates. Cars in the intermediate class (midsize) are authorized for use. Larger cars are authorized only if three or more people are traveling together. When possible, two or more people traveling to the same location should share a car.

3. **Use of Personal Automobile.** Commuting between the employee's residence and normal work location is not reimbursable. Employees are not authorized to make long distance business trips using their personal automobile that exceed 200 miles per day, unless authorized by their manager in advance of the trip. It is more economical to use a rental car if the business trip exceeds 200 miles per day. Employees will be reimbursed for business usage of personal cars at the IRS standard rate. Gasoline or other related automobile purchases made while using a personal vehicle for company business are not reimbursable.

4. **Rail Travel.** All domestic rail travel reservations should be booked directly with Amtrak or other rail companies. All rail travel must be booked in coach class.

5. **Other Ground Transportation.**
   - Taxis - Employees will be reimbursed for reasonable taxi fares for inter-city transportation.
   - Airport Transportation - The most economical mode of transportation should be used to and from airports. These include but are not limited to buses, subways, taxis, shuttles, airport shuttle and car services and personal car. Consideration must be given to the length of trip and associated parking costs when determining the most economical mode of transportation. If using a personal car to drive to and from the airport, employees must subtract the mileage of their daily commute to/from work before submitting for reimbursement.

6. **Airport and Other Parking.** For any trip longer than one day, employees should use the economy/long-term parking which can be on airport property or off-site. For off-hours travel only (arriving to the airport prior to 6:00 AM and/or leaving after 9:00 PM), the short term parking garage can be used for safety reasons. When using a parking meter, reasonable expenses incurred are reimbursed.

7. **Tolls.** Siemens reimburses for tolls incurred while traveling on company business. A receipt is not required unless the tolls exceed a daily limit of $10. Frequent travelers using an automated toll system (e.g., E-ZPass) may submit their toll charges for reimbursement upon receipt of a monthly statement from the provider. The traveler must indicate which charges are business related on the monthly statement.

8. **Lodging.** Employees must use the hotels listed in the Siemens North American Travel Directory or those hotels with which Siemens has negotiated discounted rates. Siemens will reimburse employees for

reasonable dry cleaning or laundry charges for trips exceeding seven (7) consecutive days of travel. Siemens does not reimburse employees for in-room movies, mini bar purchases, and health club/spa fees.

9. **Meals.** Meals are reimbursed when business travel requires an overnight stay preventing the employee from returning home or when business requires the employee to leave home very early or return home late and causes the employee to incur meal expense. Lunch is not reimbursable unless incurred on weekends or holidays while on company business. Itemized original receipts for each meal are required. Multiple meals (e.g., breakfast and dinner) are reimbursed up to the maximum amounts per day shown below.

Travel Period	Maximum Reimbursable Amount Per Day
Domestic Travel – Monday through Friday	$40.00
Domestic Travel - Holidays & Weekends	$55.00

10. **Telephone Usage.** Phone calls which are made for business purposes are reimbursable with the proper documentation. Personal phone calls for safe arrival and emergencies are reimbursable while on business travel provider proper documentation is provided. Travelers will not be reimbursed for use of airline in-flight phones. When staying at a hotel, employees should avoid making phone calls that have an added surcharge. Siemens will reimburse employees for reasonable hotel high speed internet access charges while traveling on company business. For infrequent travelers, occasional cellular phone expenses incurred for business purposes are reimbursable. For frequent travelers, all wireless services used for company business must be procured and reimbursed through the Siemens corporate programs for cellular phones.

11. **Receipts.** Employees must submit original receipts, except for personal car mileage, metered parking, and tolls under $10 per day.

EXHIBIT M
CONFIDENTIAL

Standard Beta Test Amendment

This Amendment is made as of the ___ day of _____, 20___, between SIEMENS MEDICAL SOLUTIONS USA, INC. ("Siemens"), having its principal office at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("CCSF").

CCSF is hereby authorized and agrees to "Beta Test" Siemens' new _____ [INSERT NAME OF BETA SOFTWARE] ("Beta Software"), in conjunction with the Information Technology Agreement between Siemens and CCSF dated July 1, 2010, as amended ("Agreement"). The following additional terms and conditions shall apply to the Beta Test.

1. The Beta Test will be guided by a Project Workplan, which will define the schedule and the responsibilities to be performed by the parties and which will be based on the Statement of Work. A preliminary Statement of Work is attached hereto as Attachment A. CCSF and Siemens each agree to perform their respective tasks set forth in the Project Workplan and to thoroughly test the Beta Software as specified in the Beta Test plans even if CCSF does not intend to use a particular function after the Beta Test. Changes or decisions which affect the scope of the work effort or which delay scheduled completion of the project may result in a charge from Siemens to CCSF and must be made in writing and signed by CCSF's designated project manager and Siemens' designated project manager. These changes shall be defined as "Change Orders" and will detail the nature of the change and any professional service fees due for said change. Using the Change Order Process described herein and in the Agreement, CCSF may engage Siemens to perform or complete tasks designated as CCSF's tasks in the Project Workplan at Siemens rates, which shall be due and payable by CCSF monthly as incurred on a time and materials basis. Siemens will not perform work beyond the scope of the work effort without a Change Order.

2. Although the Beta Software will undergo quality assurance testing by Siemens prior to delivery, such testing in an internal environment does not ensure that all possible combinations of system options have been quality assured. CCSF acknowledges the developmental nature of this project, and the fact that Siemens does not warrant the Beta Software. CCSF and Siemens agree that the purpose of the Beta Test is to verify the functionality, validate the Documentation for the Beta Software, and assist in identifying any software errors that are as yet unfixed. When a Beta Test problem arises, upon receiving a report from CCSF, the Siemens Beta team will provide technical support assistance. CCSF may report the issue using Siemens' on-line Event Issue Management system or by contacting Support Services directly at (610) 219-8600. Siemens Support Services will coordinate Siemens' response to resolve the problem. In addition to error or problem reporting, CCSF agrees to provide Siemens Beta team with timely feedback and validation regarding Beta Software functionality.

3. Siemens will supply supporting materials and draft Documentation regarding the Beta Software, which is preliminary and is subject to change by Siemens. CCSF acknowledges that Documentation for the Beta Software is still under development and in some cases will not be completed prior to completion of the Beta Test. Siemens values customer validation and feedback on the Siemens supplied Documentation and supporting materials. CCSF agrees to review the supporting materials and Documentation and provide feedback to Siemens to assist in producing "final" Documentation. Siemens reserves the right to copy and modify the Documentation inclusive of CCSF's input as an aid to other Siemens customers.

4. Neither party shall have any liability to the other relating to the Beta Test. CCSF shall have full responsibility for the care and well being of its patients and any reliance by CCSF on the Beta Software shall not diminish that responsibility. The defined terms and the confidentiality and use restrictions of the

Agreement shall apply to this Beta Test, to the Beta Software and to its Documentation. Siemens has exclusive title to the Beta Software, its Documentation, and any Modifications, Adaptations, and additions thereto. Siemens retains the right to use for itself and its customers all Modifications, Adaptations, and additions to the Beta Software developed during the Beta Test period.

5. CCSF and Siemens understand that either party may terminate the Beta Test by written notification to the other party if the Beta Test is not progressing according to the provisions of this Amendment. Siemens may terminate this Amendment at any time, without costs, at Siemens' sole discretion, if Siemens determines that further CCSF testing is no longer required. The Beta Test and this Amendment shall expire upon receipt of this notification.

6. For purposes of this Amendment, "Generally Available" or "GA" shall mean that Siemens has announced that the software is ready for Delivery to licensed customers generally, whether as a new Application or an Update, Release or Version of an existing Application. If a Version of the Beta Software is made Generally Available, the GA version will be provided to CCSF as an Update, Release or Version of an already-licensed Application under the terms of Support for that Application under the Agreement. CCSF shall de-install the Beta Software and Siemens shall be under no further obligation to support the Beta Software six (6) months after Siemens announces the GA Version.

7. CCSF-specific Custom Programming and/or Adaptations performed by Siemens outside of the Project Workplan will be permitted unless such Custom Programming or Adaptations would, in Siemens' view, extend the Beta Test timeline or entail new regulatory requirements. Any Custom Programming or Adaptations outside the Project Workplan will be billed to CCSF on a time and materials basis. Custom Programming or Adaptations that Siemens agrees are needed as part of the Beta Test will be incorporated into the Project Workplan. For purposes of this Amendment, "Derivative Work" shall mean work, including Adaptations, Modifications and Custom Programming, based upon one or more preexisting works including Applications or any other form in which a work may be recast, transformed or adapted. A work consisting of editorial revisions, annotations, elaborations or other modifications which, as a whole, might represent an original work of authorship is still a Derivative Work. Siemens or its suppliers shall have the exclusive title to, copyright and trade secret right in, and the right to grant additional licenses to all Derivative Works.

8. To support market references, CCSF agrees to consider allowing at least _____ (__) site visits per month during the first _____ (__) months after First Productive Use of the Beta Software and at least _____ (__) site visits per month for the next _____ (__) months thereafter. CCSF agrees to allow Siemens to use its name in promotional materials and will provide a reasonable number of telephone or other references. Siemens agrees to review with CCSF all such promotional references in advance of publication.

9. CCSF has previously agreed to obtain the Equipment and Third Party Software detailed in existing Schedule 1 under the Agreement, and currently Siemens anticipates that Equipment and Third Party Software will be sufficient for CCSF to perform the Beta Test. Quality assurance and on-site performance testing may require re-evaluation of those requirements. CCSF acknowledges that the equipment requirements for operation of the Beta Software may change as the test progresses and agrees to acquire any additional equipment required to complete the Beta Test. Except as otherwise set forth herein, CCSF shall be responsible for the integration of any technology required for the operation of the System into its own enterprise environment.

10. Siemens will perform a technology assessment prior to commencement of the Beta Test to review CCSF's hardware, software and any other technology components that may impact use of the Beta

Software. Siemens will provide CCSF with a copy of the assessment findings and recommendations and CCSF agrees to implement Siemens' recommendation before commencement of the Beta Test.

11. Siemens will provide training and education to CCSF, and/or courses on the Beta Software. Siemens agrees to train up to _____(__) of CCSF's employees as trainers in the use of the Beta Software at no additional fee to CCSF. CCSF agrees to send the appropriate individuals to the education classes. Those trainers shall be responsible for training other CCSF employees. Training will be conducted by conference call or Web cast. CCSF understands that the courses and educational materials will themselves be preliminary and in a state of development. Siemens values customer validation and feedback on the Siemens provided training content and educational materials. CCSF agrees to review the educational materials and/or assist Siemens in the development of courses to be used in training users of the Beta Software. Siemens may adapt and use CCSF's input to further revise Siemens' training content and educational materials for the benefit of other customers.

12. CCSF's project team for the Beta Test shall consist of _____ (__) IT analyst(s), _____ (__) Nursing Advocate(s), _____ (__) Physician Advocate(s), _____ (__) Clinical Core Trainer(s) and other representatives from CCSF's Information Systems and end user departments as indicated in the Project Workplan. CCSF's project team shall meet with Siemens' project team as often as necessary. Siemens agrees to provide one (1) Project Manager and one (1) Implementation Consultant and other representatives from Siemens as indicated in the Project Workplan to guide CCSF in performing the Beta Test. {**NOTE SELECT ONE OF THE FOLLOWING AND DELETE THE OTHER:** Siemens staff will perform the majority of its Project Workplan tasks remotely and will only be on site for training and testing of the Beta Software in CCSF's production environment. **OR** Siemens will perform all of its Project Workplan tasks remotely.}

13. As required by 42 CFR 1001.952(g) and (h), CCSF may be required, where applicable, to fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this Amendment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this Amendment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

14. This document constitutes an amendment to the Agreement for Beta Test purposes only and supersedes all other commitments between Siemens and CCSF with respect to this subject matter. As hereby amended, the Agreement remains in full force and effect, and is not otherwise modified by this document in any way.

IN WITNESS WHEREOF, and intending to be legally bound, Siemens and CCSF have executed this Amendment as of the day and year first above written.

SIEMENS MEDICAL SOLUTIONS USA, INC.	CITY AND COUNTY OF SAN FRANCISCO
By: _____	By: _____
_____	_____
(Type or Print Name and Title)	(Type or Print Name and Title)
Date: _____	Date: _____

Network Management Framework

Herein described is a framework that allows joint management of T1 LAN interconnect network between Siemens and CCSF.

Siemens Responsibility

Siemens is fully responsible for the availability and operation of the T1 lines between Siemens and CCSF. Siemens will procure the phone lines, ensure maximum diversity, cause the lines to be installed and monitor the lines 24x7 for availability and utilization.

Siemens is fully responsible for the connection between CCSF up to and including the DSU at Siemens and client site.

Siemens' network responsibility in the Siemens ISC includes ensuring availability of VTAM, NCP, Token Ring, DSU, telco lines, and all CISCO router components. Siemens monitoring responsibilities include system availability, response time, line quality, transmission quality, DSU and router performance. Siemens will use industry standard tools which currently include: Netview (NCCF, NLDM, NPDA), and Netspy to perform monitoring tasks.

Siemens will honor any network measures such as filtering to meet state and local CCSF security regulations.

Siemens will serve CCSF with ten (10) business days advanced written notice for any changes to a router configuration in the Siemens ISC, that would affect the Siemens – CCSF connection.

San Francisco General Hospital & Department of Public Health Responsibilities

If, after using monitoring tools listed above and concluding that an Siemens responsible problem does not exist, Siemens will request that CCSF examine their network for problems. Siemens will attempt if possible, to "lead" CCSF as to a probably cause of a problem.

CCSF shall provide Siemens with ten (10) business days advance written notice for any feeder node or remote site attachment to the CCSF network.

CCSF shall provide Siemens with ten (10) business days advance written notice for any new protocol introduced to the CCSF network.

CCSF shall provide Siemens with ten (10) business days advance written notice for any router changes on the CCSF side. Siemens will evaluate and review any changes as requested.

CCSF will have at a minimum, onsite hardware, software and personnel capable of monitoring all current Synoptics hubs, end stations: Intelligent (PCs) and unintelligent (VTs), all routers inter (Siemens and CCSF) and intra (within CCSF network), as well as segment utilization and collision percentage.

Siemens recommends that CCSF not exceed 30% Ethernet segment utilization and not exceed standard CSMA/CD collision rates.

CCSF will discuss with Siemens any hardware and software additions to the CCSF network to ensure compatibility and quantify any possible performance impacts. This would include for example, LV software for end user workstations, operating system upgrades such as NT. This does not include the introduction of any industry standard SNMP manager.

Siemens requests 30 days advance notice if CCSF elects to have Siemens monitor or assist in monitoring any portion of the CCSF local network such as Synoptics hubs, end user stations, and intra network routers. CCSF will meet any software prerequisites for such monitoring as dictated by Netview and Optivity.

Mutual Responsibilities

Siemens and CCSF will discuss the installation of any router software upgrade to ensure its necessity and effect on the CCSF – Siemens connection. No party will upgrade router software without written consent of the other party, which shall not be unreasonably withheld.

EXHIBIT O
CONFIDENTIAL

Initial User Network

The Initial User Network as described under and in accordance with the Agreement shall include the following:

(1) The City and County Facilities and Locations listed in Exhibit "D".

(2) As to each facility listed in Exhibit "D", the Initial User Network shall include all affiliated employees and providers. In addition, the Initial User Network shall include Non-Provider Users as restricted in the Agreement; and

(3) Use of OPENLink Level n to access and input CCSF data from and to the System by Community Public Health Services including the AIDS Office, Forensic Services, Public Health Offices, and Mental Health and Substance Abuse.

EXHIBIT P
CONFIDENTIAL

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

RECITALS

A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the

HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.F. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C.

Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a), to the extent CE has notified BA in writing of such request by the patient. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.R.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected

Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10)calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services(the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Business Associate's Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

n. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within ten (10) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

p. ***Audits, Inspection and Enforcement.*** Within ten (10)calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights relating to the services provided by BA to CE under the Contract, provided BA is not legally prohibited from so notifying CE.

3. **Termination**

a. **Material Breach.** A material breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract pursuant to Section 23 of the Contract. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible[45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. ***Disclaimer***

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. ***Certification***

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event (i) BA

does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

10. **Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

11. **Replaces and Supersedes Previous Business Associate Addendums or Agreements**

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

EXHIBIT Q
CONFIDENTIAL

Cash Flow Illustration

City and County of San Francisco
- Siemens Annual Payment Exhibit
- July 1, 2010

Remote Computing (RCO) Exhibit	Year End 6/30/2011	Year End 6/30/2012	Year End 6/30/2013	Year End 6/30/2014	Year End 6/30/2015	Year End 6/30/2016	Year End 6/30/2017	84 Month Total
RCO								
Support and Services	$3,064,164	$3,064,164	$3,064,164	$3,064,164	$3,064,164	$3,064,164	$3,064,164	$21,449,148
Supplies ESTIMATE	262,296	262,296	262,296	262,296	262,296	262,296	262,296	1,836,072
New Applications/Services	181,328	108,203	50,540	61,660	123,320	123,320	3,320	771,689
RCO - Existing and New Applications SubTotal	$3,507,788	$3,434,663	$3,377,000	$3,388,120	$ 449,780	$3,449,780	$3,449,780	$24,056,909
Taxes & CPI								
Taxes	316,014	320,551	316,014	321,871	327,729	327,729	327,729	2,257,637
CPI - Maximum	-	-	134,210	139,579	145,162	150,968	157,007	726,927
Taxes & CPI Subtotal	$ 316,014	$ 320,551	$ 450,224	$ 461,450	$ 472,891	$ 478,698	$ 484,736	$ 2,984,564
Total RCO	**$3,823,801**	**$3,755,213**	**$3,827,224**	**$3,849,570**	**$3,922,671**	**$3,928,477**	**$3,934,516**	**$27,041,473**

In-house (ICO) Exhibit	Year End 6/30/2011	Year End 6/30/2012	Year End 6/30/2013	Year End 6/30/2014	Year End 6/30/2015	Year End 6/30/2016	Year End 6/30/2017	84 Month Total
In-house								
Support and Services	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 213,808	$ 1,496,656
New Applications/Services and Account Management	194,970	202,320	202,320	202,320	202,320	202,320	202,320	1,408,890
In-house - Existing and New Applications SubTotal	$ 408,778	$ 416,128	$ 416,128	$ 416,128	$ 416,128	$ 416,128	$ 416,128	$ 2,905,546
Taxes & CPI								
Taxes Subtotal	21,301	22,290	22,290	22,290	22,290	22,290	22,290	155,039
CPI - Maximum	-	-	17,504	18,204	18,932	19,689	20,477	94,806
Taxes & CPI Subtotal	$ 21,301	$ 22,290	$ 39,793	$ 40,494	41,222	$ 41,979	$ 42,767	$ 249,844
Total In-house	**$ 430,079**	**$ 438,418**	**$ 455,921**	**$ 456,622**	**$ 457,350**	**$ 58,107**	**$ 458,895**	**$ 3,155,390**
GRAND TOTAL w/ TAXES and CPI Max	**$4,253,880**	**$4,193,631**	**$4,283,146**	**$4,306,192**	**$4,380,021**	**$4,386,584**	**$4,393,411**	**$30,196,863**

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EXHIBIT R
CONFIDENTIAL

Siemens Annual Report

[see the PDF copy on the accompanying CD-ROM, also available at the following link:
http://www.siemens.com/investor/pool/en/investor_relations/e09_00_qb2009.pdf]

AMENDED IN COMMITTEE
7/17/13

FILE NO.130514 RESOLUTION NO. 261-13

[Contract Amendment - Siemens Medical Solutions USA, Inc. - Not to Exceed $52,294,980]

Resolution authorizing the Department of Public Health to enter into a contract amendment with Siemens Medical Solutions USA, Inc., for the purchase of product and service enhancements for the term of July 1, 2010, through June 30, 2017, with one option to extend the initial term for an additional 24 months, ending June 30, 2019, for an amount not to exceed $52,294,980.

WHEREAS, DPH has a current Information Technology Agreement with Siemens as the principal vendor of clinical and financial applications for the Department of Public Health; and

WHEREAS, The current system implementation supports patient care revenue of over $500 million dollars on an annual basis. In addition, new software modules will be acquired to address the Federal American Reinvestment and Recovery Act (ARRA) regulations for "Meaningful Use" of Certified Electronic Medical Records and to upgrade and enhance the functionality of the current system; and

WHEREAS, The Board of Supervisors has previously approved the existing contract under resolution number 318-10, file number 100752; and

WHEREAS, Resolution No. 318-10, File No. 100752 included approval of the use of third party software from businesses that will not provide protection against infringement or intellectual property claims as required by Administrative Code Section 21; and

WHEREAS, In order to achieve full functionality for the Surgical Information System OR application and /or Anesthesia Applications to be acquired with this Amendment, Siemens and the City must use third party software from additional firms that do not extend its software protection against infringement or intellectual property claims to users as required by

Administrative Code Section 21.21 and therefore this contract requires approval by resolution by the Board of Supervisors; and

WHEREAS, The cost of the initial term of the amended contract will not exceed Fifty Two Million Two Hundred Ninety Four Thousand Nine Hundred Eighty Dollars ($52,294,980); and

WHEREAS, Article IX, SEC. 9.118.B of the San Francisco Charter requires that contracts that could require anticipated expenditures of the City and County in excess of Ten Million ($10,000,000) Dollars or amendments to such contracts or agreements having an impact of more than $500,000 shall be subject to approval of the Board of Supervisors by resolution; and

WHEREAS, When the amended contract is fully signed and certified, a copy shall be on file with the Clerk of the board of Supervisors in File No.130514, which is hereby declared to be a part of this resolution as if set forth fully herein; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Department of Public Health and The Office of Contract Administration on behalf of the City and County of San Francisco to enter into the contract with Siemens Medical Solutions USA, Inc. in an amount not to exceed $52,294,980; and, be it

FURTHER RESOLVED, That within thirty (30) days of the contracts being fully executed by all parties, the Director of Heath and/or the Director of the Office of Contract Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion into the official file (File No. 130514).

APPROVED:

Barbara A. Garcia, MPA

Director of Health

APPROVED:

Health Commission

City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 130514 **Date Passed:** July 23, 2013

Resolution authorizing the Department of Public Health to enter into a contract amendment with Siemens Medical Solutions USA, Inc., for the purchase of product and service enhancements for the term of July 1, 2010, through June 30, 2017, with one option to extend the initial term for an additional 24 months, ending June 30, 2019, for an amount not to exceed 52,294,980.

July 17, 2013 Budget and Finance Sub-Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

July 17, 2013 Budget and Finance Sub-Committee - RECOMMENDED AS AMENDED

July 23, 2013 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 130514

I hereby certify that the foregoing Resolution was ADOPTED on 7/23/2013 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

7/31/13
Date Approved

FILE NO. 100752 RESOLUTION NO. 318-10

[Approval of Contract with Siemens Medical Solutions USA, Inc. - Not Exceed $33,820,487]

Resolution authorizing the San Francisco Department of Public Health, to enter into a contract with Siemens Medical Solutions USA, Inc. (Siemens) for the continued licensing and maintenance of proprietary Siemens Applications for the initial term of July 1, 2010, through June 30, 2017, with one option to extend the initial term for an additional twenty four months ending June 30, 2019.

WHEREAS, DPH has entered into two current Agreements with Siemens as the principal vendor of clinical and financial applications for the Department of Public Health and Community Health Network known as the Product and Professional Services Contract and Remote Computing Option; and

WHEREAS, The terms of these existing contracts expire on June 30, 2012; and

WHEREAS, DPH and Siemens wish to terminate the existing contracts and consolidate the services into one contract with a seven-year term, which includes the two remaining years of the existing contracts plus an additional five years, in order to achieve operational efficiencies and realize ongoing budget savings; and,

WHEREAS, The Health Commission has approved the consolidation of the existing contracts in order to achieve operational efficiencies and budget savings; and,

WHEREAS, The cost of the initial term of the consolidated contract would not exceed Thirty Three Million Eight Hundred Twenty Thousand Four Hundred Eighty Seven Dollars ($33,820,487); and

WHEREAS, Siemens has agreed to fully indemnify the City in cases of infringement in compliance with Administrative Code Section 21.21; and

WHEREAS, in order to achieve full functionality for the radiology component of the application, Siemens and The City must use third party software from the American College of Radiology, who will not extend to users of its software protection against intellectual property claims, and therefore does not fully comply with Administrative Code Section 21.21; and

WHEREAS, any contract that does not fully comply with the requirements of Administrative Code Section 21.21 requires a resolution from the Board of Supervisors approving such contracts, and

WHEREAS, Article IX, SEC. 9.118.B of the San Francisco Charter requires that contracts that could require anticipated expenditures of the City and County in excess of Ten Million ($10,000,000) Dollars be approved by the Board of Supervisors; and

WHEREAS, When the consolidated contract is fully signed and certified, a copy shall be on file with the Clerk of the Board of Supervisors in File No. , which is hereby declared to be a part of this resolution as if set forth fully herein; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Department of Public Health and The Office of Contract Administration on behalf of the City and County of San Francisco to enter into the contract with Siemens Medical Solutions USA, Inc.

APPROVED:

Mitchell H. Katz, MD
Director of Health

APPROVED:

Health Commission

Supervisor David Chiu
BOARD OF SUPERVISORS

City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 100752 **Date Passed:** July 13, 2010

Resolution authorizing the San Francisco Department of Public Health, to enter into a contract with Siemens Medical Solutions USA, Inc., for the continued licensing and maintenance of proprietary Siemens Applications for the initial term of July 1, 2010, through June 30, 2017, with one option to extend the initial term for an additional twenty four months ending June 30, 2019.

July 13, 2010 Board of Supervisors - ADOPTED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell and Mirkarimi

File No. 100752

I hereby certify that the foregoing Resolution was ADOPTED on 7/13/2010 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor Gavin Newsom

July 23, 2010
Date Approved

City and County of San Francisco

San Francisco Department of Public Health
Barbara A. Garcia, MPA
Director of Health

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2017 MAR 13 AM 11: 28

March 13, 2017

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of the extension of the Department of Public Health's contract with the Cerner Health Services, Inc. This contract amendment requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Resolution for the second amendment
- Resolution 261-13 approving first amendment
- Resolution 318-10 approving original agreement
- Proposed second amendment
- Copy of the assignment and assumption agreement
- Copy of first amendment
- Copy original agreement
- Forms SFEC-126 for the Board of Supervisors and Mayor

The following person may be contacted regarding this matter: Rob Longhitano, Manager, Office of Contracts Management and Compliance, Business Office Department of Public Health, (415) 554-2659 (Robert.Longhitano@SFDPH.org).

Thank you for your time and consideration.

Sincerely,

Jacquie Hale
Director, Office of Contracts Management and Compliance
DPH Business Office

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*

Name of contractor: Cerner Health Services, Inc.

Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.

Cerner Health Services, Inc.:

Board of Directors:

Marcus G. Naughton
Randy D. Sims

Corporate Officers include the following (there is no Chief Operating Officer, and there is a Treasurer rather than Chief Financial Officer):

Dick Flanigan, President
Randy D. Sims, Vice President & Secretary
Beth Hall, Treasurer

Cerner Corporation (Parent Company):

Board of Directors:

Neal Patterson, Chairman of the Board
Cliff Illig, Vice Chairman
Gerald E. Bisbee, Jr., Ph.D.
Denis A. Cortese, M.D.
John C. Danforth
Mitchell E Daniels, Jr.
Linda Dillman
William B. Neaves, Ph.D.
William D. Zollars

Corporate Officers include the following:

Neal Patterson – Chairman of the Board, CEO
Zane Burke, President
Marc Naughton, CFO
Michael R. Nill, COO

Names of any person that who has an ownership of 20% or more of Cerner Health Services, Inc. – **Cerner Corporation**

Subcontractor: Surgical Information Systems

Any political committee sponsored or controlled by the contractor: **Cerner Corporation PAC is a federal political action committee sponsored by Cerner.**

Contractor address: 51 Valley Stream Parkway, Malvern, PA 19355	
Date that contract was approved:	Amount of contract: $87,478,859

Describe the nature of the contract that was approved:
Cerner currently has a contact with SFDPH to provide an Electronic Health Record (EHR) (INVISION/LCR) solution that is necessary for SFDPH to do business. INVISION/LCR is used for clinical and business operations at ZSFG, LHH and medical clinic billing. The system performs clinical archive for diagnostic and testing results, medical clinic appointments, registration and admitting, billing, nursing documentation, patient allergies and inpatient medications. It is the primary system for provider order entry at ZSFG and it stores clinical summaries from other EHR systems.

The Cerner contract will expire on June 30, 2017 and this new contract is an amendment that extends that term until June 30, 2020 and will provide the following: ongoing INVISION/LCR support and maintenance, Professional Services to backfill IT staff that will be trained on a new EHR, migration and transition services to new EHR and archive system and an option to purchase DataArk solutions for data archiving. DataArk is provided by MediQuant, for which Cerner is a reseller.

Comments:

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☒ a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Relocation Appeals Board, and Local Workforce Investment Board) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board of Supervisors	Contact telephone number: (415) 554-5184
Address: Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer) — Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) — Date Signed