

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of 23<sup>rd</sup> 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 Indemnity, 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 causing 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**

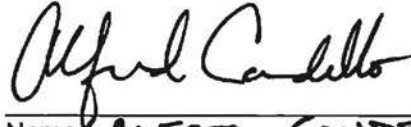
**CONTRACTOR**

Recommended by:

Siemens Medical Solutions, USA, Inc.

 5/23/13

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



Name: **ALFRED CANDELLO**  
Title: **NATIONAL SALES DIR.**

Approved as to Form:

Dennis J. Herrera  
City Attorney



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

City vendor number: 17005

By:

 5/23/13

Kathy Murphy  
Deputy City Attorney

Approved:



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



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.

<u>Perpetual Licensed Application</u>	<u>Perpetual License Fee</u>	<u>Monthly Support / Subscription Fee</u>	<u>Monthly ASP Fee</u>
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 170.308(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 170.306(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:

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

5.1.2. 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

5.1.3. 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

5.1.4. 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

5.1.5. 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.

## 5.2 Monthly Fees.

5.2.1 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.

**6. 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 43996 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.

**7. 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
<b>Overall Engagement Services</b>		
Project Leadership	200	\$33,000
<b>Overall Engagement Services Sub Total</b>	<b>200</b>	<b>\$33,000</b>
<b>Implementation Services</b>		
Advanced Interoperability Service	388	\$64,020
ePrescribing	324	\$54,860
Base Imaging	216	\$35,640
Soarian Quality Measures - Powered by REMIND	408	\$67,830
<b>Implementation Services Sub Total</b>	<b>1334</b>	<b>\$222,350</b>
<b>Additional Services</b>		
Value Add Services	650	\$139,750
<b>Additional Services Sub Total</b>	<b>650</b>	<b>\$139,750</b>
<b>Total</b>	<b>2184</b>	<b>\$395,100</b>

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 be 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	
<b>Total</b>				<b>\$450</b>	<b>\$0</b>

## 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").

<u>Service</u>	<u>Monthly AIS Fee*</u>
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").

<u>Services</u>	<u>Monthly Fee</u>
ePrescribing – Medication History	\$4,875*

\*unlimited transactions for Inpatients and Outpatients based on 598 beds

<u>eScripting</u>	<u>Minimum # of Providers</u>	<u>Monthly eScripting Service Fee**</u>
	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/locale-e-subscribers/find-e-prescribing-pharmacies.aspx>.

15.5.1.1. 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.

15.5.1.2. 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.

15.5.1.3. 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.

15.5.1.4. 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 Surescripts' obligations under its agreement with Siemens.

15.5.1.5. 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.

15.5.1.6. 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 end 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 completes 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	18	.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** Soarian Quality Measures powered by REMIND™ - ASP **Release**  
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.

<u>New ASP Term-Licensed Applications</u>	<u>Monthly Term License, Support and ASP Fee</u>
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:

\$12,575

- SIS Anesthesia (Pre-Op, Intra-Op, Post-Op) Documentation
- SIS Analytics (Anesthesia View)

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
<b>SIS Trax Subscription Term Annual Fee</b>		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.

<u>Description</u>	<u>Amount</u>
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](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 under 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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## **16.2. Free and Open Source Software Terms for SIS OR and Anesthesia Applications**

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#### **16.2.3.5. COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL)**

**Version 1.1** (<http://glassfish.java.net/public/CDDL+GPL.html>) - this license applies to the following Free and Open Source Software: JAXB-API; JAXB-IMPL; JAXB-LIBS; JAXB-XJC; JAXPC; Relax NG Datatype; Standard Tag Library for JavaServer Pages (JSTL) (“Programs”). Source code for each of these Programs is available from SIS upon request. The Programs are distributed on an “AS IS” basis, WITHOUT WARRANTY OF ANY KIND, INCLUDING WARRANTIES OR CONDITIONS OF TITLE AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED BY THE CONTRIBUTOR(S). Customer acknowledges and agrees that any warranty, support, indemnity or liability obligation provided by SIS under the Agreement is offered by SIS alone, and not on behalf of the Contributors to these Programs.

#### **16.2.3.6. The GNU General Public License (GPL) Version 2, June**

**1991**(<http://www.gnu.org/licenses/gpl-2.0.html>) - this license applies to the following Free and Open Source Software: JOX; JAXB-API; JAXB-IMPL; JAXB-LIBS; JAXB-XJC; JAXPC; Wrapper (“Programs”). Source code for each of these Programs will accompany the object code version and will be made available from SIS upon request, for three years from the date such Program was delivered to Customer. THE PROGRAMS ARE DISTRIBUTED ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND INCLUDING WARRANTIES OR CONDITIONS OF TITLE AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED BY THE CONTRIBUTOR(S). Customer acknowledges and agrees that any warranty, support, indemnity or liability obligation provided by SIS under the Agreement is offered by SIS alone, and not on behalf of the Contributors to these Programs.

#### **16.2.3.7. The GNU General Public License (GPL) Version 3, June 2007**

(<http://www.gnu.org/licenses/gpl.html>) **and GNU Lesser GPL Version June 2007** (<http://www.gnu.org/licenses/lgpl.html>) - this license applies to the following Free and Open Source Software: JOX; Source code for each of these Programs will made available from SIS upon request, for three years from the date such Program was delivered to Customer.

**16.2.3.8. Common Public License - v 1.0** (<http://junit.sourceforge.net/cpl-v10.html>) - this license applies to the following Free and Open Source Software: Junit v. 4.6. (“Program”).

Source code for each of these Programs is available from SIS upon request. The Programs are distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, INCLUDING WARRANTIES OR CONDITIONS OF TITLE AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED BY THE CONTRIBUTOR(S). Customer acknowledges and agrees that any warranty, support, indemnity or liability obligation provided by SIS under the Agreement is offered by SIS alone, and not on behalf of the Contributors to these Programs.

**16.2.3.9. The MIT License** (<http://code.google.com/p/mockito/wiki/License>) - this license applies to the following Free and Open Source Software: Mockito.

**16.2.3.10. MOZILLA PUBLIC LICENSE Version 1.1** (<http://www.mozilla.org/MPL/MPL-1.1.html>) – this license applies to the following Free and Open Source Software: Rhino ("Program"). The Program is licensed solely pursuant to the Mozilla Public License 1.1 and is available in its source code version pursuant to such license. Customer may not use the Program except in compliance with such License. The Program is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING WARRANTIES OR CONDITIONS OF TITLE AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, by the initial developer or Contributor(s).

**16.2.3.11. Adaptation of MIT X11 License** (<http://www.bouncycastle.org/licence.html>) – this license applies to the following Free and Open Source Software: BouncyCastle.

**16.3. Autonomy.** TeleForm software is a product of Autonomy, Inc. ("Autonomy"), which Siemens is authorized to sublicense to Customer. Customer is required to pay annual maintenance fees for TeleForm software. The maintenance fees entitle Customer to periodic upgrades of the TeleForm software as they are made available from Autonomy and are qualified by Siemens. The maintenance fees also permit Customer to report problems encountered using standard report templates to Siemens for resolution.

Customer agrees that the following provisions shall apply with respect to Autonomy and the Autonomy software:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIEMENS AND ITS LICENSOR, AUTONOMY, INC. ("AUTONOMY") AND AUTONOMY'S LICENSORS, DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SIEMENS DOES NOT WARRANT THAT THE AUTONOMY PRODUCTS OR THE FUNCTIONS CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE.

IN NO EVENT WILL SIEMENS OR AUTONOMY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OR INACCURACY OF INFORMATION), REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF SIEMENS OR AUTONOMY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SIEMENS' OR AUTONOMY'S AGGREGATE LIABILITY UNDER ANY AND ALL CLAIMS UNDER THIS AGREEMENT RELATING TO THE AUTONOMY PRODUCTS EXCEED THE LICENSE FEES PAID BY CUSTOMER TO SIEMENS FOR THE AUTONOMY PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIAL EVENT RESULTING IN SUCH CLAIMS. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.



**16.4. Microsoft End User License Terms.** These terms govern the use of Microsoft software, which may include associated media, printed materials and "online" or electronic documentation (individually and collectively, "Products") provided by Siemens. Siemens does not own the Products and the use thereof is subject to certain rights and limitations of which Siemens must inform you. Your right to use the Products is subject to the terms of your agreement with Siemens, and to your understanding of, compliance with, and consent to the following terms and conditions, which Siemens does not have authority to vary, alter or amend.

**16.4.1. Definitions.**

**16.4.1.1.** "Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

**16.4.1.2.** "Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or other electronic device.

**16.4.1.3.** "Server Software" means software that provides services or functionality on a computer acting as a server.

**16.4.1.4.** "Software Documentation" means any end user document included with server software.

**16.4.1.5.** "Redistribution Software" means the software described in Section 16.4.4 (*Use of Redistribution Software*) below.

**16.4.2. Ownership of Products.** The Products are licensed to Siemens from an affiliate of the Microsoft Corporation (collectively "Microsoft"). All title and intellectual property rights in and to the Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products) are owned by Microsoft or its suppliers. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.

**16.4.3. Use of Client Software.** You may use the Client Software installed on your Devices by Siemens (if any) only in accordance with the instructions, and only in connection with the services, provided to you by Siemens. These Microsoft End User License Terms permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

**16.4.4. Use of Redistribution Software.** In connection with the services provided to you by Siemens, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistributable Software"). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO SIEMENS, WHICH TERMS MUST BE PROVIDED TO YOU BY SIEMENS. Microsoft does not permit you to use any Redistributable Software unless you expressly agree to and comply with such additional terms, as provided to you by Siemens.

**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.

	Monthly Term License or Monthly Processing Fee	Annual Subscription Fee
<u>Optional Applications</u>		
Healthcare Query (1 block of 25 Named Users) *Estimated Implementation - \$17,190	\$440	
ExitCare Hospital-Wide (477 beds) *Estimated Implementation - \$10,780		\$24,996
	Perpetual License Fee	Monthly Support
syngo.via *Estimated Implementation - \$58,115	\$205,625	\$2,487
syngo Workflow SLR upgrade *Estimated Implementation - \$177,957	\$280,500	\$7,684
Technology Services *Estimated Implementation - \$418,100	N/A	N/A

\*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
<b>4D HIE Instance – CCSF</b>	<b>\$195,000/Instance</b> and includes: <ul style="list-style-type: none"> <li>• 4DX Intelligence Engine™</li> <li>• 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</li> </ul>
<b>Additional Inbound Source (excluding physician practices that choose to implement bi-directional communications - such communications are offered at no additional fee)</b>	<b>\$15,000/new source feed</b> as defined below: MobileMD contemplates three primary types of incremental in-bound connections, which are defined as follows: <ol style="list-style-type: none"> <li>1. New feed with new registration data</li> <li>2. New feed with results only (e.g., Imaging center(s) feeding an existing HIE instance)</li> <li>3. New feed with new registration data and results data (e.g., additional hospital feeding an existing HIE instance)</li> </ol>
<b>“On-Ramp” designed to connect a 4D HIE Instance with another exchange, HIO, or NHIN CONNECT, for example</b>	<b>\$15,000/“on-ramp”</b> – 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.
<b>Practice EMR Connections<sup>1,2</sup></b>	<b>\$5,000 per EMR instance (unique system database)</b>

<sup>1</sup> 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).

<sup>2</sup> This EMR connection fee **does not include** third-party interface costs charged by the practices' EMR vendor.



Recurring Component	Recurring fee	
<b>Subscription</b> <b>Please note:</b> this pricing includes provider subscriptions to MobileMD services as well as on-going maintenance and support for the 4D HIE™ infrastructure.	<b>Number of providers</b>	<b>Ongoing monthly cost</b>
	Up to 500	\$20,000 per month
<b>Additional Inbound Source (excluding practices)</b>	<b>\$1,000/mo per additional inbound source</b>	
<b>“On-Ramp” to connect a 4D HIE instance with another exchange, HIO, or NHIN CONNECT: Support &amp; Maintenance</b>	<b>\$1,250/mo per “On-ramp”</b>	

**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.

<b>Subscriber:</b>	<b>Siemens Medical Solutions USA, Inc.</b>
<b>Signature:</b>	<b>Signature:</b>
_____	_____
<b>Name:</b>	<b>Name:</b>
_____	_____
<b>Title:</b>	<b>Title:</b>
_____	_____
<b>Date:</b>	<b>Date:</b>
_____	_____
_____	<b>Signature:</b>
_____	_____
_____	<b>Name:</b>
_____	_____
_____	<b>Title:</b>
_____	_____
_____	<b>Date:</b>
_____	_____

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 or 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:



## 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.

<b>Perioperative Management by Surgical Information Systems (SIS)</b>	<b>Hours</b>	<b>FTEs</b>
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		

<b>Soarian Completion Management</b>	<b>Hours</b>	<b>FTEs</b>
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		

<b>Soarian Online Medical Records</b>	<b>Hours</b>	<b>FTEs</b>
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
<b>Overall Engagement Services</b>	
Project Leadership	\$139,320
<b>Overall Engagement Services Sub Total</b>	<b>\$139,320</b>
<b>Professional Services</b>	
Perioperative Management by Surgical Information Systems (SIS)	\$726,700
Soarian Completion Management	\$72,900
Soarian Online Medical Records	\$116,100
<b>Professional Services Sub Total</b>	<b>\$915,700</b>
<b>Value Add Services</b>	
Value Add Services	Included at no additional fee
<b>Value Add Services Sub Total</b>	<b>Included at no additional fee</b>
<b>Total</b>	<b>\$1,055,020</b>

**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
<b>Custom Interfaces</b>		
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		
<b>Total</b>	<b>\$61,920</b>	<b>\$0</b>

**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
<b>On-Site Education</b>					
Soarian Online Medical Records					
Siemens EDM/Soarian HIM Auto-Index Scanning Operations	3 days		2	\$9,000	
<b>Multi Media Education</b>					
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
<b>Total</b>				<b>\$24,000</b>	<b>\$37</b>

**Summary**

Professional Services Summary	Fee	Monthly Support Fee
Professional Services	\$1,055,020	
Custom Programming Services	\$61,920	\$0
Education Services	\$24,000	\$37
<b>TOTAL - All Services</b>	<b>\$1,140,940</b>	<b>\$37</b>

**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**

<b>Professional Services Summary</b>	<b>Fee</b>
Solutions Architect	\$166,500
SIA/VDI Implementation	\$177,600
Training Overview	\$14,800
WAN Services	\$23,012
<b>TOTAL – All Services</b>	<b>\$381,912</b>



**Attachment 6**  
**MobileMD 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. 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.
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**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.

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.



**Appendix B (to Attachment 1 to Managed Services Supplement) – Responsibilities Matrices**

**Help Desk Responsibilities Matrix**

Ref	Service Responsibility	Siemens	Customer
<b>Help Desk Services</b>			
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
<b>Event Management Services</b>			
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**

<b>Identification Information</b>			
<b>Change Title:</b>	<b>Recipient Entity/Dept:</b>		
<b>Change Order #:</b>	<b>Change Order Category:</b>		
<b>Originator:</b>	<b>Change Order Effective Date:</b>		
<b>Change Order Category</b>			
Software <input type="checkbox"/>	Service <input type="checkbox"/>	Technology <input type="checkbox"/>	Telephony <input type="checkbox"/>
<b>Change Order Description:</b>			
<b>Analysis Information:</b>			
<b>Business Justification:</b>			
<b>Change Order Cost</b>	<b>FMT Required:</b> <input type="checkbox"/>		
<b>Reduction of</b>	<b>FMT Completed:</b> <input type="checkbox"/>		
<b>Increase of</b>			
<b>Approval</b>			



## 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<sup>3</sup>

**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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<sup>3</sup> If additional feature/function is associated with this effort, the effort expended to add the feature/function shall be considered a project.

**Attachment 8  
Technology Bids**

Composed for: City and County of San Francisco

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**Technology Bid**

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Composed for: City and County of San Francisco  
Date Composed: May 8, 2013

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**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
<b>Total</b>			<b>\$42,152</b>

Qty	Siemens ID#	Hardware and 3rd Party SW - Annual Fees <sup>4</sup>	Extended Price
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 requirements of 125

**Intersystems Annual Maintenance:**

- Technical Assistance
- Software Updates

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<sup>4</sup> 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

<u>Siemens</u>		<u>Equipment and Third Party Software - One Time Fees</u>	<u>Extended Price</u>
<u>Qty</u>	<u>ID Number</u>		
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
<b>Total - One Time Fees:</b>			<b>\$112,065</b>

**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 Communications 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

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- 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

**Thlrd 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	<u>Equipment and Third Party Software – One Time Fees</u>	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
<b>Total One-Time Fees:</b>			<b>\$244,483</b>

**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

<b>Qty</b>	<b>Siemens ID</b>	<b><u>Equipment and Third Party Software – One Time Fees</u></b>	<b>Extended Price</b>
2100	07680411	<b>OneSign SSO/AM License</b>	\$73,277
2100	07680411	<b>OneSign SSPW Management License</b>	\$16,085
2100	07680411	<b>OneSign VDA License</b>	\$20,553
1	07680437	<b>OneSign Annual Premium-V Maintenance for Three Years</b>	\$92,019
<b>Total One-Time Fees:</b>			<b>\$201,934</b>

**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

<b>Qty</b>	<b>Siemens ID</b>	<b><u>Equipment and Third Party Software – One Time Fees</u></b>	<b>Extended Price</b>
2000	07680411	<b>OneSign SSO/AM License</b>	\$69,788
2000	07680411	<b>OneSign SSPW Management License</b>	\$15,319
2000	07680411	<b>OneSign VDA License</b>	\$19,574
1	07680437	<b>OneSign Annual Premium-V Maintenance for Three Years</b>	\$87,638
<b>Total One-Time Fees:</b>			<b>\$192,319</b>



**Attachment 9  
CHS SIS Responsibilities**

The Responsibility Matrix indicates which party is responsible for the identified activity or task.

<b>Data Center &amp; Technology Services</b>	<b>Responsibility Owner</b>
<b>Datacenter</b>	
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
<b>Installations, Moves, Adds and Changes</b>	
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
<b>Procure Hardware and Operating System (OS) Software</b>	
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
<b>Hardware Warranty/Maintenance Management</b>	
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
<b>Proactive Hardware and Software Monitoring</b>	
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
<b>Backup, Archiving and Restores</b>	
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

<b>Data Center &amp; Technology Services</b>	<b>Responsibility Owner</b>
Provide technical support for backup and archive process.	Siemens
<b>Production Control and Job Management</b>	
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
<b>Systems Programming</b>	
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
<b>Application Support</b>	
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
<b>Data base Administration</b>	
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
<b>Storage Management</b>	
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
<b>Application Disk Space Administration</b>	
Maintain application files	Siemens
Document all changes to configurations and installations.	Siemens
<b>Performance and Capacity Monitoring</b>	
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
<b>Tape (or alternative media) Operation</b>	
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
<b>Print and Distribution</b>	
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
<b>Hardware Inventory</b>	



<b>Data Center &amp; Technology Services</b>	<b>Responsibility Owner</b>
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
<b>Operating Software Inventory, Licensing and Release Management</b>	
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
<b>Hardware Support</b>	
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
<b>Security</b>	
Maintain Active Directory	Customer
Maintain security system file allocation	Customer
Define security rules	Customer
Apply security rules – Active Directory	Customer
Reset user passwords	Customer
<b>Disaster Avoidance and Recovery</b>	
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
<b>Base and Patient Financial Services (PFS)</b>	
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
<b>Automated Scanning Management</b>	
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
<b>Number of Concurrent Production Automated Scanning Management Workstations</b>	
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
<b>Retentions for Base/PFS/Automated Scanning Management/Completion</b>	

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 BISCOPM 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 BISCOPM 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.



<u>Applications</u>	<u>Release</u>
Pharmacy	24.3
Med Administration Check	24.3
Siemens Pharmacy Document Management	24.3

Tracking Code: 130128MW0800S

#### Customer Statistics

<b>Siemens Pharmacy</b>	
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
<b>Application Auditing System</b>	
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
<b>Med Administration Check</b>	
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 CD Rom  
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

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Opp ID #1-31PP3J

Date: May 8, 2013

**Applications**

3rd Party Application – ExitCare

**Release**

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

<u>Applications</u>	<u>Release</u>
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	<u>Equipment and Third Party Software – One Time Fees</u>	Extended Price
1	07680411	<b>ExitCare</b> <b>Equipment:</b> <ul style="list-style-type: none"> <li>• HP DL360p G8 Server - 1U</li> <li>• (1) Intel Xeon E5-2640 2.5GHz 6-core Processor</li> <li>• (8)GB of RAM</li> <li>• DVD-ROM Drive</li> <li>• Smart Array P420i Controller</li> <li>• (3) HP 146GB 6G SAS 15K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive</li> <li>• HP 512MB P-series Smart Array Flash Backed Write Cache</li> <li>• HP 4-port 1Gb Ethernet Adapter</li> <li>• Redundant Power Supply</li> </ul> <b>Support:</b> <ul style="list-style-type: none"> <li>• 3 years of 24x7x4 Hour Response Time Equipment Maintenance</li> <li>• *Server ships with no O/S .</li> <li>• HP Insight Control with 1yr 24x7 Technical Support &amp; Updates Single Server License</li> <li>• HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support</li> </ul> <p>The estimated SQL Database size, for year one (1), is 8 GB</p>	\$5,917
1	07680411	<b>(1) Microsoft Windows Server Standard 2012 Single Open Lic Program 2 Processor</b>	\$680
1	07680411	<b>(1) Microsoft SQL 2012 Standard Edition License</b>	\$850
<b>Total One-Time Fees:</b>			<b>\$7,447</b>



**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

<b>Qty</b>	<b>Siemens ID</b>	<b><u>Equipment and Thlrd Party Software – One Time Fees</u></b>	<b>Extended Price</b>
1	07679199	<b>Fax (4 Port)/Auto-Document Routing/Email to Patient (PHR) Server</b> Equipment: <ul style="list-style-type: none"> <li>• HP Proliant DL380p G8 with (1) Intel Xeon E5-2640 2.5GHz Six Core Processor</li> <li>• 8 GB RAM</li> <li>• DVD ROM Drive</li> <li>• (2) 146GB 15K SAS Hard Drives</li> <li>• Embedded Dual Port Gigabit Ethernet NIC</li> <li>• HP Smart Array P410i Controller</li> <li>• Redundant Power Supply</li> <li>• Brooktrout TR Series Analog V.34 4-Port PCI-e Fax Board w/1yr maintenance</li> <li>• HP Insight Control - Single Server License</li> <li>• 3 years of 24x7x4 Hour Response Time Equipment Maintenance</li> </ul> Third Party Software: <ul style="list-style-type: none"> <li>• Esker FaxServer Version 5.0 License and 12 Months Support for 4 Lines</li> </ul>	\$12,730
1	07680197	<b>Autonomy Teleform</b> Third Party Software: <ul style="list-style-type: none"> <li>• Autonomy Teleform V10 Enterprise License</li> <li>• (5) Additional Teleform Scan License</li> <li>• (5) Additional Teleform Verify License</li> <li>• (3) Additional Teleform Reader Licenses</li> <li>• (1) Teleform Remote Scan License (For Auto-Index Citrix Server)</li> <li>• (1) Desktop License</li> </ul>	\$84,919

1	07680551	<b>Auto-index Citrix Server SW</b> Third Party Software: <ul style="list-style-type: none"> <li>• (10) Citrix XenApp Enterprise License - with 12 Months Subscription Advantage</li> </ul>	\$2,923
1	07679397	<b>Automated Scanning Management Test Workstation and Scanner</b> Equipment: <ul style="list-style-type: none"> <li>• Dell Optiplex 3010 Core i3-2120 3.3Ghz Processor</li> <li>• 16x Cyberlink Power DVD drive</li> <li>• Pro 1000 MB Network Interface Card</li> <li>• Keyboard</li> <li>• 19" Flat Panel Monitor</li> <li>• 2GB RAM</li> <li>• 500 GB 7,200 SATA Hard Drive</li> <li>• 3 years of Next Business Day On-Site Dell Workstation Maintenance</li> </ul> <ul style="list-style-type: none"> <li>• Fujitsu 6230C, 40PPM, Duplex, 50 Sheet Automatic Document Feeder, Flatbed, USB Cable</li> <li>• 1 Year Fujitsu Advance Exchange Warranty – 2 Business Days (must register unit within 90 days)</li> </ul> Third Party Software: <ul style="list-style-type: none"> <li>• Microsoft Windows XP Professional License</li> <li>• Microsoft Windows Server 2012 CAL</li> <li>• Symantec pcAnywhere Version 12.5</li> </ul>	\$1,852
25	07680676	<b>Topaz SignatureGem 4x3 LBK755</b> Equipment: <ul style="list-style-type: none"> <li>• Topaz Signature Gem LCD 4x3 T-LBK755-BHSB</li> <li>• 3 Year Manufacturer Warranty</li> </ul>	\$9,625
3	07679231	<b>Kodak Ngenuity 9150 Scanner</b> Equipment: <ul style="list-style-type: none"> <li>• Bell &amp; Howell Ngenuity 9150, Duplex Color, 150 PPM, USB, Long Document Mode, 700 Sheet Automatic Document Feeder</li> <li>• Pre and/or Post scan Imprinter</li> <li>• Medium Roller Kit</li> <li>• Cleaning Kit</li> <li>• 12 Months Same Day, 9x5 Onsite Service provided by Cranel Imaging</li> </ul>	\$96,978
25	07679231	<b>Fujitsu 6130Z Scanner</b> Equipment: <ul style="list-style-type: none"> <li>• Fujitsu 6130Z, 40PPM, Duplex, 50 Sheet Automatic Document Feeder, USB Cable</li> <li>• 1 Year Unit Exchange Warranty – 2 Business Days</li> </ul>	\$21,005
<b>Total One-Time Fees:</b>			<b>\$230,032</b>
<b><u>Equipment and Third Party Software - Annual Fees</u></b>			
1	07638302	<b>Autonomy Teleform Annual Support Fee</b>	\$3,093
<b>Total Annual Fees:</b>			<b>\$3,093</b>

**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

<b>Qty</b>	<b>Siemens ID</b>	<b><u>Equipment and Third Party Software – One Time Fees</u></b>	<b>Extended Price</b>
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
<b>Total One-Time Fees:</b>			<b>\$96,720</b>

**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

<b>Qty</b>	<b>Siemens ID</b>	<b><u>Equipment and Third Party Software – One Time Fees</u></b>	<b>Extended Price</b>
105	07680411	Lakeside Software SysTrack Concurrent User Lic 10Pk ESD	\$68,250
105	07680437	Lakeside Software SysTrack Concurrent User Lic 10Pk Annl SW Assurance ESD	\$16,380
<b>Total One-Time Fees:</b>			<b>\$84,630</b>



**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

<b>Qty</b>	<b>Siemens ID</b>	<b><u>Equipment and Third Party Software – One Time Fees</u></b>	<b>Extended Price</b>
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
<b>Total One-Time Fees:</b>			<b>\$80,600</b>

City and County of San Francisco

- Siemens Annual Payment Exhibit

- July 1, 2010, Updated January 16, 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 3, 2013

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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	84 Month Total
<b>RCO</b>								
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	123,320	771,689
Amendment Dated November 22, 2011 <sup>1</sup>	-	803,259	313,980	313,980	313,980	313,980	313,980	2,373,159
<i>MU Items</i>			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 <sup>2</sup> 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
<b>RCO - Existing and New Applications SubTotal</b>	<b>\$ 3,507,788</b>	<b>\$ 4,889,978</b>	<b>\$ 7,256,979</b>	<b>\$ 8,718,785</b>	<b>\$ 7,729,586</b>	<b>\$ 6,032,899</b>	<b>\$ 6,032,899</b>	<b>\$ 44,168,912</b>
<b>Taxes &amp; CPI</b>								
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
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 <sup>2</sup> SIS, HDX, MS, HIM, etc... Includes ICO Application	-	-	52,471	216,636	327,352	321,811	319,206	1,237,477
<b>Taxes &amp; CPI Subtotal</b>	<b>\$ 316,014</b>	<b>\$ 413,713</b>	<b>\$ 538,253</b>	<b>\$ 713,874</b>	<b>\$ 836,269</b>	<b>\$ 836,782</b>	<b>\$ 840,474</b>	<b>\$ 4,495,379</b>
<b>Total RCO</b>	<b>\$ 3,823,801</b>	<b>\$ 5,303,691</b>	<b>\$ 7,795,233</b>	<b>\$ 9,432,659</b>	<b>\$ 8,565,854</b>	<b>\$ 6,869,681</b>	<b>\$ 6,873,373</b>	<b>\$ 48,664,291</b>
<b>In-house (ICO) Exhibit</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>84 Month Total</b>
<b>In-house</b>								
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
<b>In-house - Existing and New Applications SubTotal</b>	<b>\$ 408,778</b>	<b>\$ 416,128</b>	<b>\$ 416,128</b>	<b>\$ 416,128</b>	<b>\$ 416,128</b>	<b>\$ 416,128</b>	<b>\$ 416,128</b>	<b>\$ 2,905,546</b>
<b>Taxes &amp; CPI</b>								
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
<b>Taxes &amp; CPI Subtotal</b>	<b>\$ 21,301</b>	<b>\$ 22,290</b>	<b>\$ 39,793</b>	<b>\$ 40,494</b>	<b>\$ 41,222</b>	<b>\$ 41,979</b>	<b>\$ 42,767</b>	<b>\$ 249,844</b>
<b>Total In-house</b>	<b>\$ 430,079</b>	<b>\$ 438,418</b>	<b>\$ 455,921</b>	<b>\$ 456,622</b>	<b>\$ 457,350</b>	<b>\$ 458,107</b>	<b>\$ 458,895</b>	<b>\$ 3,155,390</b>
<b>GRAND TOTAL w/ TAXES and CPI Max</b>	<b>\$ 4,253,880</b>	<b>\$ 5,742,108</b>	<b>\$ 8,251,154</b>	<b>\$ 9,889,280</b>	<b>\$ 9,023,204</b>	<b>\$ 7,327,788</b>	<b>\$ 7,332,267</b>	<b>\$ 51,819,682</b>

Exhibit Q

<sup>1</sup> Applications/ Services included: Soarian Quality Measures (SQM), Advanced Interoperability Services (AIS), Medication History, and eScripting (assumes up to 200 Providers/ month).

<sup>2</sup> Applications/ Services included: SIS, Soarian H.I.M., MobileMD, HDX, Imprivata, and Add-on Manage Services items (see amendment for details).

First Amendment  
Opp ID#1-31FP3J



# 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).

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454  100129-MSUSA-12/13      MSUSA    Yec	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL:</b> _____ <b>ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: HDI-Geiling America Insurance Company</td> <td>41343</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER D: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER E: _____</td> <td></td> </tr> <tr> <td>INSURER F: _____</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HDI-Geiling 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: _____
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: LM Insurance Corporation	33600														
INSURER D: Liberty Insurance Corporation	42404														
INSURER E: _____															
INSURER F: _____															

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-005647896-20      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLD1110104	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ INCL. \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2631004334212	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CUD1110204	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA563D004334012 (AOS)	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000
C				WC5631004334022 (OR, WI)	10/01/2012	10/01/2013	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D				EW763N004334042 (WA)	10/01/2012	10/01/2013	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				"\$500K LIMIT / \$500K SIR"			
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

<b>CERTIFICATE HOLDER</b>  CITY AND COUNTY OF SAN FRANCISCO ATTN: ROBERT LONGHITANO 101 GROVE STREET SAN FRANCISCO, CA 94102-4505	<b>CANCELLATION</b>  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 <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: 100129

LOC #: Morristown



### ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS CORPORATION INCLUDING: SIEMENS MEDICAL SOLUTIONS USA, INC. 170 WOOD AVENUE SOUTH ISELIN, NJ 08830	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### 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.



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  
Liberty Mutual Fire Insurance Company  
Effective Date: 10/01/2012  
Expiration Date: 10/01/2013  
Sales Office: NEW YORK, NY 0202

Issued By:

Endt Serial No: TBD

# HDI-GERLING AMERICA INSURANCE COMPANY

## MANUSCRIPT ENDORSEMENT # 34

Policy Number  
GLD11101-04

Named Insured  
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.**

**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.

## 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



## 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.

