

File No. 130514

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee

Date: 07/17/2013

Board of Supervisors Meeting

Date: _____

Cmte Board

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Completed by: Victor Young Date July 12, 2013

Completed by: Victor Young Date _____

1 [Contract Amendment - Siemens Medical Solutions USA, Inc. - Not to Exceed \$52,314,454]

2
3 **Resolution authorizing the Department of Public Health to enter into a contract**
4 **amendment with Siemens Medical Solutions USA, Inc., for the purchase of product and**
5 **service enhancements for the term of July 1, 2010, through June 30, 2017, with one**
6 **option to extend the initial term for an additional 24 months, ending June 30, 2019, for**
7 **an amount not to exceed 52,314,454.**

8
9 WHEREAS, Department of Public Health (DPH) has a current Information Technology
10 Agreement with Siemens Medical Solutions USA, Inc (Siemens) as the principal vendor of
11 clinical and financial applications for the Department of Public Health; and

12 WHEREAS, The current system implementation supports patient care revenue of over
13 \$500 million dollars on an annual basis. In addition, new software modules will be acquired to
14 address the Federal American Reinvestment and Recovery Act (ARRA) regulations for
15 "Meaningful Use" of Certified Electronic Medical Records and to upgrade and enhance the
16 functionality of the current system; and

17 WHEREAS, the Board of Supervisors has previously approved the existing contract
18 under resolution number 318-10, file number 100752; and

19 WHEREAS resolution number 318-10, file number 100752 included approval of the use
20 of third party software from businesses that will not provide protection against infringement or
21 intellectual property claims as required by Administrative Code Section 21; and

22 WHEREAS, in order to achieve full functionality for the Surgical Information System OR
23 application and /or Anesthesia Applications to be acquired with this Amendment, Siemens and
24 the City must use third party software from additional firms that do not extend its software
25 protection against infringement or intellectual property claims to users as required by

1 protection against infringement or intellectual property claims to users as required by
2 Administrative Code Section 21.21 and therefore this contract requires approval by resolution
3 by the Board of Supervisors; and

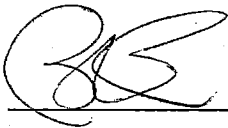
4 WHEREAS, The cost of the initial term of the amended contract will not exceed Fifty
5 Two Million Three Hundred Fourteen Thousand Four Hundred Fifty Four Dollars
6 (\$52,314,454); and

7 WHEREAS, Article IX, SEC. 9.118.B of the San Francisco Charter requires that
8 contracts that could require anticipated expenditures of the City and County in excess of Ten
9 Million (\$10,000,000) Dollars or amendments to such contracts or agreements having an
10 impact of more than \$500,000 shall be subject to approval of the Board of Supervisors by
11 resolution; and

12 WHEREAS, When the amended contract is fully signed and certified, a copy shall be
13 on file with the Clerk of the board of Supervisors in File No. 130514 , which is hereby
14 declared to be a part of this resolution as if set forth fully herein; now, therefore, be it

15 RESOLVED, That the Board of Supervisors hereby authorizes the Department of
16 Public Health and The Office of Contract Administration on behalf of the City and County of
17 San Francisco to enter into the contract with Siemens Medical Solutions USA, Inc.

18
19 APPROVED:

20 
21 _____

22 Barbara A. Garcia, MPA
23 Director of Health
24
25

APPROVED:



Health Commission

Item 6**File 13-0514****Department(s):**

Department of Public Health (DPH)

EXECUTIVE SUMMARY**Legislative Objectives**

- The proposed resolution (File 13-0514) would authorize the Department of Public Health to enter into an amended contract with Siemens, increasing the not-to exceed amount by \$18,493,967, from \$33,820,487 to \$52,314,454. The proposed resolution would amend the existing contract to include new services related to electronic medical record-keeping and improving surgical information systems at San Francisco General Hospital. The term of the amended contract through June 30, 2017 is the same as the term of the existing contract, with one option to extend the term for an additional two years through June 30, 2019.

Key Points

- The DPH has three key reasons to amend the contract with Siemens: compliance with new federal regulations, primary among these being the “meaningful use” of electronic medical records, the influx of new insured patients as a result of California’s expansion of Medicaid and the establishment of health exchanges under the Affordable Care Act, and for the San Francisco General Hospital (SFGH) to upgrade their surgical room information systems.

Fiscal Impact

- The DPH already received \$16,888,154 in incentives from the federal government for complying with Meaningful Use regulations, and is expected to earn another \$5,178,050 in incentives over the next two fiscal years.
- Because the \$18,474,493 budget for the amended contract is \$19,474 less than \$18,493,967 increase in the contract not-to-exceed amount (due to a miscalculation regarding taxes and CPI adjustments), the proposed resolution should be amended to reduce the total contract not-to-exceed amount by \$19,474, from \$52,314,454 to \$52,294,980.

Policy Considerations

- Under the proposed resolution, the Board would waive Administrative Code Section 21.21, which protects the City from claims from third parties that the City is using intellectual property, such as software applications, without proper licensing.
- According to the DPH, waiving Administrative Code Section 21.21 is necessary to implement certain software necessary to comply with federal requirements under the Affordable Care Act, and the City must use third party software from companies that do not extend their software protection against infringement or intellectual property claims to users.

Recommendations

- Amend the proposed resolution to reduce the not-to exceed amount by \$19,474 of \$52,314,454 to \$52,294,980.
- Approve the amended resolution.

MANDATE STATEMENT AND BACKGROUND**Mandate Statement**

In accordance with City Charter Section 9.118(b), (a) any contract or agreement requiring \$10,000,000 in anticipated expenditures, and (b) any contract amendment that exceeds \$500,000 is subject to Board of Supervisors approval.

Background*Siemens Medical Solutions USA, Inc.*

The Board of Supervisors approved a contract between the Department of Public Health (DPH) and Siemens Medical Solutions USA, Inc. (Siemens) in July 2010 for an amount not-to exceed \$33,820,487 to provide software and technical assistance to upgrade the Department's use of electronic medical records and coordination of care and payments (File 10-0752). Siemens has been the DPH's principal provider of clinical and financial systems for the past 25 years. The contract in 2010 was awarded on a sole source basis, because so much of the DPH's existing information systems were provided by Siemens, and the possibility of migrating to a competitor was operationally prohibitive.

The electronic systems allow nurses and doctors to keep track of a patient's medical treatments and to coordinate among providers of care, including those not immediately within the DPH hospitals, clinics, and health centers. This software allows the DPH to track medication histories, manage documents, and make sure all of the DPH's databases can communicate. The financial systems allow staff to generate bills, do basic accounting, and keep track of revenues.

Compliance with new Federal Regulations

According to Mr. David Counter, DPH Chief Information Officer, DPH must amend the existing contract with Siemens because of three requirements as explained below. The first is that the DPH needs to come into compliance with new federal regulations, primary among these being the "meaningful use" of electronic medical records (Meaningful Use).

The American Recovery and Reinvestment Act (ARRA) provided incentives to hospitals and health departments to adopt and upgrade their electronic medical records. These incentives include a maximum of \$63,750 (for Medicaid providers) over 6 years beginning in 2011 for every "eligible professional" within a clinic or hospital that has adopted and is "meaningfully using" electronic health records. For Medicare, the maximum incentive is \$44,000 over 5 years beginning in 2011. Starting in 2015, Medicare will begin penalizing hospitals and clinics that cannot demonstrate meaningful use. These penalties consist of reducing reimbursement rates by 1% in 2015, with such reduction to rates rising to 4% in 2018.

Increase in Medicaid and "Third Party" Coverage

Secondly, according to Mr. Counter, the influx of new insured patients (as a result of California's expansion of Medicaid and the establishment of health exchanges under the

Affordable Care Act) will require upgrades to the DPH's information systems. "Third Party" coverage refers to the new group of patients who will be subsidized to purchase insurance from private insurers on health exchanges. According to Mr. Counter, the DPH could see a doubling or tripling of patients who need to be checked to see which insurance program (Medicaid, Third Party, etc.) they qualify for.

Clinical Services for San Francisco General Hospital

The third key reason for amending the existing contract is for the San Francisco General Hospital (SFGH) to upgrade their surgical room information systems. Currently, much of the documentation required by law during surgery is done by hand, leading to errors and a lack of consistent record-keeping. The upgraded system will allow surgical staff to record information during operations, rather than afterwards. Also SFGH wants to upgrade their operating room scheduling software. DPH is also imposing new requirements related to the administration and documentation of anesthetics, and a systems upgrade would allow for better management of that program.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution (File 13-0514) would authorize the Department of Public Health to amend its existing contract with Siemens, increasing the not-to exceed amount by \$18,493,967, from \$33,820,487 to \$52,314,454. The proposed resolution would amend the existing contract to include new services related to electronic medical record-keeping and improving surgical information systems at San Francisco General Hospital. The term of the amended contract through June 30, 2017 is the same as the term of the existing contract which contains one option to extend the term for an additional two years through June 30, 2019.

FISCAL IMPACTS

The existing contract between the DPH and Siemens is for a not-to exceed amount of \$33,820,487 through June 30, 2017. The proposed resolution would increase that amount by \$18,493,967 over the next four years, to a not-to exceed amount of \$52,314,454. The cost of this amended contract has been recommended for approval by the Budget and Finance Committee of the Board of Supervisors in the DPH Fiscal Years 2013-14 and 2014-15 budgets. According to Ms. Jenny Louie, Budget Director at the DPH, the entirety of this funding will come from the General Fund.

Revenues

As mentioned in the background section, the amended contract is expected to allow the DPH to qualify for incentives provided by the federal government for upgrading their electronic medical record-keeping. The DPH already received incentive payments of \$16,888,154 from the federal government for complying with these Meaningful Use incentives. Table 1 below shows past receipt of Meaningful Use incentives and projections of future incentive payments of \$5,178,050.

Table 1: DPH Receipt of Meaningful Use Incentives

FY 2011-12	\$11,504,755
FY 2012-13	5,383,399
Subtotal Past Incentives	16,888,154
FY2013-14	2,627,940
FY 2014-15	2,550,110
Subtotal Future Incentives	5,178,050
Total	\$22,066,204

Expenditures

Table 2 shows a budget for the increased expenditures of \$18,474,493 under the proposed amended contract.

Table 2: Proposed Expenditures

Meaningful Use of Electronic Records/ Compliance with Affordable Care Act	\$7,831,292
SFGH Clinical Systems	4,179,897
Other Professional Services	5,225,828
Subtotal	17,237,017
Sales Tax	929,796
Consumer Price Index (CPI) Increases	307,680
Total	\$18,474,493

Because the \$18,474,493 budget for the amended contract is \$19,474 less than the requested \$18,493,967 not-to-exceed increased contract amount, the proposed resolution should be amended to reduce the total contract not-to-exceed amount by \$19,474, from \$52,314,454 to \$52,294,980.

Table 3 below details the expenditures for DPH to comply with Meaningful Use of Electronic Records and Affordable Care Act provisions, totaling \$7,831,292 as shown in Table 2 above.

**Table 3: Meaningful Use of Electronic Records/
Compliance with Affordable Care Act Expenditures**

Regulatory Compliance Service	Cost	Description	DPH Justification
Mobile MD	\$1,075,000	Software that uses patient data to coordinate care with providers. It allows clinics not necessarily in the same organization to share data on results, referrals, patient discharges and transfers, and other aspects of care.	"This software will provide the capability for Providers and Patient Portals for secure access to patient care plans. Meaningful Use compliance requires the capability for patient access to this Electronic Medical Record and engagement with care planning."
Sorain Online Medical Records (OMR) and Completion Management	\$1,253,125	Software that will let SFGH integrate all of a patient's clinical and financial information into one online record. It also allows for a patient to electronically sign documents.	"This software will provide the ability for Clinicians to immediately access the entire patient record from any location and electronically signing records for chart completion to eliminate chart deficiencies. Rates of chart deficiencies will decrease and physician adoption of the Electronically Medical Record will be enhanced."
Imprivata	\$638,735	Software that allows a user to only need to sign-in once to access multiple applications.	"This is the leading vendor of single sign-on technology and a strategic business partner of Siemens. The function may be deployed with full integration with the Siemens Invision product. Lack of Single Sign-On capability will require clinicians to maintain multiple log-on credentials which must be re-entered as they more though patient care access."
Health Care Data Exchange - HDX	\$3,442,500	HDX provides a standard fee for unlimited online eligibility verification transactions for third party payors.	"The current HDX transaction levels have historically been primarily for Medicaid and Medi-Care eligibility status. Healthcare Reform will provide the options for Medicaid patients to have private insurance which will significantly increase the number of eligibility status transactions."
Clinical Health Services (CHS), Technology/Wide Area Network (WAN) and Project Leadership	\$1,421,932	This items provides for the additional project management, technical networking assistance, and transaction fees to effectively deploy new systems. These will function locally and via the Siemens Technology Center in Malvern, PA.	"CHS remote processing fees allow the deployment of systems remotely at the Siemens Technology Center. Fees and technical professional services are required to implement and operates systems on a Remote Computing Option (RCO) basis."
Total	\$7,831,292		

Table 4 below shows expenditures for San Francisco General Hospital's clinical systems, totaling \$4,179,897.

Table 4: SFGH Clinical Systems Expenditures

San Francisco General Hospital Clinical Systems	Cost	Description	DPH Justification
Surgical Information Systems	\$3,888,935	Comprehensive system to support clinical operations and surgical services, including Operating Room scheduling and readiness, clinical documentation, anesthesiology and other perioperative management requirements.	"The current surgical system at SFGH has obsolete hardware and software that cannot be upgraded. SIS is a strategic partner of Siemens and their system can be deployed with full integration to the existing Invision base system. Manual clinical documentation in surgical services cannot be sustained, will result in patient safety issues, and an inability to maintain surgical medication verification."
Inpatient Pharmacy Upgrade	\$104,122	Software upgrade for the SFGH's Inpatient Pharmacy to accommodate new clinical documentation needs for medication administration.	"This software upgrade is necessary to expand the existing pharmacy system database to include additional fields related to physician on-line medication ordering. Upgrade and technology assistance is required for the database to be at the proper level for increased access by clinicians."
Clinical Help Desk Services	\$186,840	Additional 24/7 clinical help desk call support for clinicians implementing new patient care applications.	"This service is required to support the physicians and nurses as new clinical systems are implemented. Clinicians with questions deal directly with patient care decisions, which cannot be handled by Technical IT Helpdesk staff. Patient care issues will be avoided by having this support available on all SFGH shifts."
Total	\$4,179,897		

Table 5 below shows the expenditures of \$5,225,828 noted in Table 2 above for professional services to upgrade existing DPH systems.

Table 5: Professional Services Expenditures

Professional Services and Other Expenses	Cost	Description	DPH Justification
Quality Indicator Reporting	\$200,000	Additional programming support to reduce specific reports for multiple clinical areas for outcome measurement and quality target areas.	"Quality indicator reporting is a key area of Meaningful Use compliance, and will be increasingly important for clinical data support of patient care reimbursement."
Security Audit for Protected Health Information	\$150,000	Professional services in support of HIPAA security requirements including vulnerability assessment and compliance plan development.	"Compliance with HIPAA security standards is required for participation in Third Party Payor programs including Medicaid and Medicare."
ePrescribing Medication Reconciliation	\$150,000	Additional programming support for the development of unified medication lists including hospital and home based medication.	"Medication reconciliation is considered to be a major patient safety problem area and is a component of hospital licensing and certification standards."
Infrastructure services and clinical access	\$350,000	Technical professional services to assist with the deployment of VM Ware virtualized desktops and Single Sign-On for optimal clinician access to systems.	"Services will greatly enhance the ability of Clinicians to access critical information systems and to maintain a single log-on for multiple systems."
Electronic document management for Medical Records	\$450,000	Deployment of the ability to scan hard copy clinical and fiscal documents into foundation Invision systems.	"Electronic Medical Records must include all key patient care documents found in hard copy charts. Chart completion compliance will be greatly enhanced."
Patient portal implementation	\$200,000	Additional programming assistance to effectively deploy patient clinical portals via Mobile MD with comprehensive medical chart informatics.	"Immediate patient access to this Medical Records is a key compliance element of Healthcare Reform and patient engagement in clinical care planning."
Patient Accounting enhancements for Affordable Care Act	\$919,310	Additional programming support for Patient Accounting system screen builds, database modification and reporting to address emerging billing standards and Managed Care.	"The affordable Act will require modification to adjust to new billing and reimbursement standards including computation Managed Care."
Discharge diagnosis summary deployment	\$130,000	Additional programming support to convert and transmit hospital discharge data to a transition of care document.	"Meaningful Use compliance requires that a full discharge summary be available to transitional non- hospital treatment providers."
Security enhancements for Protected Health Information	\$300,000	Technical professional services to address enhanced security compliance needs including intrusion detection and access audits to clinical data.	"Meaningful Use Stage 2 will require the on-going validation of adequate meanness to protect and monitor the access to Protected Health Information."
Infrastructure services and clinical access.	\$526,518	Technical services to deploy VM Ware Clinical desktops are Single Sign-On to clinical areas prior to activation of new SFGH facility.	"Technical services are required to complete deployment and readiness of clinical areas as a component of transitioning to the new SFGH facility in 2015."

Table 5: Professional Services Expenditures (continued)

Professional Services and Other Expenses	Cost	Description	DPH Justification
Computerized Order Entry for Stage 2 Meaningful Use	\$250,000	Additional programming support for CPOE system enhancements for clinical order entry and transmittal.	"Meaningful Use Stage 2 will have additional requirements for levels of clinical order entry and medications error checking."
Critical Care/ICU clinical orders	\$250,000	Additional programming support upgrades the Clinical Providers Order Entry systems to include the needs of this specialty area.	"Critical Care/ICU requires specification clinical order criterion not available in base system.
Utilization Management and Reporting	\$200,000	Additional programming to support the reporting needs of transmitting patients to different levels of care	"Healthcare reform implementation requires the monitoring and justification of patient admissions at multiple levels of care."
Quality Indicator Reporting for Outcome Measurement	\$200,000	Additional programming support for enhanced outcome date reporting for clinical treatment teams.	"Enhanced quality indicator and outcome reporting will be a key area of Meaningful use Stage 2 And Stage 3, and will be used to support reimbursement claims."
Systems Readiness and Transition to new SFGH facility	\$500,000	Additional programming and technical services to support the infrastructure and data needs of new clinical treatment areas and workflows.	"The new SFGH facility will require the deployment of clinical system and access infrastructure for the transition to a new operational environment."
Provider documentation for Continuity of Care	\$250,000	Additional programming to produce the comprehensive clinical record in a format, which can be transmitted to multiple clinical provider systems.	Healthcare reform legislation requires that a complete summary record in a Continuity of Care document format be available upon discharge.
Specialty Services Clinical Order Build and Implementation	\$200,000	Additional programming to expand the Computerized Provider Order Entry system for the particular assessment and clarity needs of medical specialty clinics.	Specialty clinics have multiple revenue needs for clinical order entry due to the particular area of emphasis of the clinic.
Total	\$5,225,828		

Taxes and Consumer Price Index Increases

Under the proposed contract amendment, the DPH would be responsible for paying any State sales taxes owed on the purchase of hardware, software, and accompanying licenses and support. According to Mr. Counter, the state of California charges 8.75% for sales tax on these items.

In addition, the contract allows Siemens to increase any "recurring fees" once a year to account for inflation. The contract states that DPH will pay either the annual measure of inflation (CPI) or 4%, whichever is less. For budgetary purposes, the DPH assumes a 4% inflation rate. Table 6 below summaries these expenses.

Table 6: Sales Tax and CPI Increases

Taxes and CPI Increases	Cost	Description
Taxes	\$929,796	8.75% sales tax owed in California for software and hardware services
CPI Adjustments on Recurring Fees	\$307,680	Budget for the DPH assumes a 4% inflation rate, the maximum interest rate the DPH could pay

POLICY CONSIDERATION

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

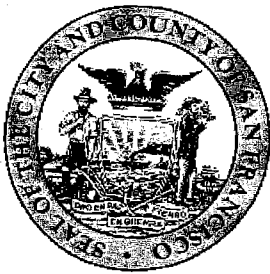
Each Contractor entering into a contract with the City that could involve the Contractor's provision of intellectual property to the City must save, keep, hold harmless and fully indemnify the City and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or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

A clause waiving Administrative Code Section 21.21 was included in the original contract between the DPH and Siemens and approved by the Board of Supervisors in 2010 (File 10-0752). According to Mr. Counter, waiving Administrative Code Section 21.21 is necessary to implement information systems necessary to comply with federal requirements under the Affordable Care Act, and the City must use third party software from companies that do not extend their software protection against infringement or intellectual property claims to users.

According to Ms. Kathy Murphy, Deputy City Attorney, "In this contract, Siemens provides the requisite indemnification for patent infringement for all Siemens products. However, it has informed the City that it cannot provide this indemnification for some of the third party software products that are used to support this system. The Department of Public Health has determined that in light of the totality of this contract, the risk of third party software infringement is quite small. Further, in the event that such a risk was identified, the Department would be able to work with Siemens and its other clients to either obtain a license or identify alternative software. This provision has been approved by the Board of Supervisors for previous contracts with this vendor."

RECOMMENDATIONS

1. Amend the proposed resolution to reduce the not-to exceed amount by \$19,474 from \$52,314,454 to \$52,294,980.
2. Approve the proposed resolution, as amended.



San Francisco Department of Public Health


Barbara A. Garcia, MPA
Director of Health

Edwin M. Lee, Mayor

DATE: May 23, 2013

TO: The Honorable David Chiu
President, of the Board of Supervisors

THRU: Barbara A. Garcia, MPA
Director of Health

FROM: Greg Wagner
Chief Financial Officer 

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2013 MAY 24 AM 9:50

RE: Resolution authorizing the San Francisco Department of Public Health (DPH), to enter into a contract amendment with Siemens Medical Solutions USA, Inc. (Siemens) for the acquisition of proprietary Siemens Applications and Services.

The Department of Public Health is seeking approval from the Board of Supervisors to enter into a contract amendment with Siemens Medical Solutions USA, Inc. (Siemens) for the acquisition of new products and services for information systems operated by the Department. These system acquisitions are required to address critical patient care needs at San Francisco General Hospital as well as regulatory compliance requirements associated with the American Reinvestment and Recovery Act (ARRA) Health Information Technology for Economic and Clinical Health (HITECH) relating to the "Meaningful Use" of Electronic Medical Records (EMR). The contract amendment has been approved by the San Francisco Health Commission, Committee on Information Technology (COIT) and the San Francisco Civil Service Commission.

The Siemens information systems and services provided in the contract amendment will address several specific needs relating to critical patient care areas, clinical system infrastructure and the implementation for Electronic Medical Record (EMR) technology in compliance with national Healthcare Reform initiatives.

- The contract amendment will provide for the acquisition of the Surgical Information System (SIS) products to implement state of the art technology in the Surgical Services, Operating Room and Anesthesiology operations at San Francisco General Hospital as well as upgrades to Siemens information systems currently implemented in Radiology, Medical Records and Nursing Services.
- The contract amendment will also provide technical infrastructure and support services for clinical provider Single Sign-On technology well as enhanced clinical and financial decision support and reporting capabilities for Quality Management, Discharge Planning and regulatory reporting requirements. Provider and patient access to Electronic Medical Records will be enabled by the implementation of the Mobile MD application for secure access to Protected Health Information.

It is anticipated that the successful implementation of these information systems and technologies will have a major positive impact on the provision of patient care and the ability of the Department to maintain compliance efforts in response to the increasing requirements related to the national Healthcare Reform legislation.

If you have any questions, please contact David Counter, Chief Information Officer, Department of Public Health at 415-255-3575.

130514

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of 23rd 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 _____; 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 THREE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS (\$52,314,454).

Siemens understands that, of the maximum dollar obligation listed in Section 9.1 of this Agreement, \$494,772 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

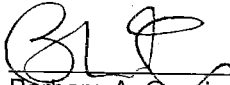
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

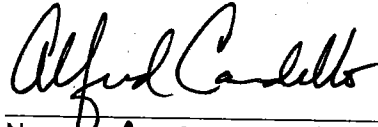
CONTRACTOR

Recommended by:

Siemens Medical Solutions, USA, Inc.


 5/23/13

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

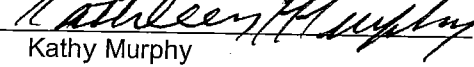

Name: **ALFRED CANDELLO**
Title: **NATIONAL SALES DIR.**

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

8.2. **Travel and Living Expenses.** For budgetary purposes, the travel and living expenses for the above described Services, as further described in the Statement of Work, are estimated to be twenty percent (20%) of the total implementation services fees. The actual travel and living expenses will 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	
Total				\$450	\$0

10. SQM ASP RESPONSE TIME WARRANTY.

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

- 2.50 seconds for eighty percent (80%) of the Web Pages; and
- 3.50 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.G. 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					
eScripting	<table border="1"> <thead> <tr> <th><u>Minimum # of Providers</u></th> <th><u>Monthly eScripting Service Fee**</u></th> </tr> </thead> <tbody> <tr> <td>100</td> <td>\$ 2,444</td> </tr> </tbody> </table>	<u>Minimum # of Providers</u>	<u>Monthly eScripting Service Fee**</u>	100	\$ 2,444
<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.

15.3. 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.

15.4. 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.

15.5. 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.

15.5.1. 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 SureScript's 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.

15.5.1.9. 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.

15.5.1.10. 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	16	.05
Average install duration: 2 months		

Soarian Quality Measures ; Powered by REMIND	Hours	FTEs
Application Analysis - Clinicals	16	.05
Integration/Conversions	6	.02
Operational Support - Clinicals	44	.14
Project Leadership	8	.03
Technology	8	.03
Training	8	.03
Average install duration: 8 weeks	4	.01

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
\$43,268

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)

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
\$25,625

SIS Trax (single-entity and medium tier)

6.1. SIS OR and Anesthesia Application License Metrics. The SIS OR and Anesthesia Applications and the Third Party Software that is included therein (collectively, "SIS Licensed Products") are licensed for the Customer Facilities that have Licensed Rooms (as defined below) and are further Metric Restricted as follows:

Module	Other Terms (see note below)	License Metric	Number
SIS Scheduling & Administration		Contracted Licensed Rooms	15
Oracle Standard Edition	*	Processors	4
Oracle Personal Edition	*	Named User	2
Crystal Reports Runtime	*	Enterprise	1
Crystal Reports Professional	*	Named User	10
SIS Interfaces	*		
ADT Inbound Interface		Enterprise	1
Charge Outbound Interface		Enterprise	1
Materials Management Outbound Interface		Enterprise	1
Materials management Inbound Interface		Enterprise	1
Scheduling Outbound Interface		Enterprise	1
Quality Management Interface		Enterprise	1
Professional Services Billing		Enterprise	1
Lab In		Enterprise	1
SIS PAT Scheduling		Licensed Rooms	15
SIS Nursing IntraOp		Licensed Rooms	15

Module	Other Terms (see note below)	License Metric	Number
SIS Nursing PreOp		Licensed Rooms	15
SIS Nursing PostOp		Licensed Rooms	15
SIS Anesthesia		Licensed Rooms	15
SIS Data Captor Monitor Interfaces	*	Connections	45
SIS Com (Patient Tracking)		Licensed Rooms	15
SIS Rules Based Charging		Licensed Rooms	15
SIS Web (Case Request)		Licensed Rooms	15
SIS Gate (Interface Server)		Licensed Rooms	15
SIS Analytics Perioperative & Executive View	*	Enterprise	1
SIS Analytics Anesthesiologist View	*	Enterprise	1
SIS Analytics – Small Business Edition Server - < 25 Users	*	Per server	1
SIS Analytics End User		Per Named CAL End User	10
SIS Analytics Professional		Per Named Professional User	2
SIS Trax Subscription Term Annual Fee		Annual Tissue Usage	Major Facility Med – (1,501 – 3,000)

* This module includes one or more items of Third Party Software and is subject to the Third Party Software license terms and conditions referenced in Section 16 (*Special Terms*) below.

6.1.1. License Metric Definitions. In connection with the SIS OR and Anesthesia Applications and the related Third Party Software, the following defined terms have the meanings specified in this subsection:

6.1.1.1. "Connections" means the number of interfaces built between a data collection device and the SIS OR or Anesthesia Application module.

6.1.1.2. "Enterprise" means the right to use the designated SIS Licensed Product in connection with the other SIS OR and Anesthesia Applications and not as stand-alone software.

6.1.1.3. "Licensed Room" means an operating room or other room or area at a designated Customer facility where the applicable software is licensed for use to document and manage the utilization of such room and/or where a medical device is located from which data is captured by the software. The number of Licensed Rooms is the total that is allowed to be used in connection with the SIS OR and Anesthesia Applications at all times (and not just at concurrent times). Customer will identify the actual operating room or other room or areas to be assigned as Licensed Rooms, but Customer may not exceed the total number of Licensed Rooms.

6.1.1.4. "Named Users" mean single individuals who are granted an active user name and password to use the applicable Application. Individuals may not share user names and passwords. "Named Users" for Crystal Reports Professional is defined in the applicable Third Party License Terms.

6.1.1.5. "Tissue Usage Tier" means the number of tissues that may be tracked using the SIS Trax software.

6.1.2. Standard Grant of License Provisions.

6.1.2.1. Specific Terms for Third Party Software. Use of the Third Party Software is subject to the Third Party License Terms referenced in Section 16 (*Special Terms*) below, together with the license limitations set forth in the Agreement. Customer shall only use the Third Party Software in conjunction with the Application.

6.1.2.2. Specific Terms for Free and Open Source Software. Customer acknowledges that, while the Free and Open Source Software may be made available to Customer in both object code and source code, Customer will not modify the Free and Open Source Software for use with the SIS Licensed Products.

6.1.2.3. Limitations. Except as may be allowed with respect to Free and Open Source Software on a stand-alone basis, Customer shall not directly or indirectly:

6.1.2.3.1. use the SIS Licensed Products or any of Licensor's or its suppliers' Confidential Information to create any software, service or documentation that is in any way similar to the SIS Licensed Products;

6.1.2.3.2. except as expressly provided in the Agreement, copy, reproduce, market, sell, distribute, sublicense, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify or commercially exploit the SIS Licensed Products;

6.1.2.3.3. circumvent any technological measures that control access to the SIS Licensed Products;

6.1.2.3.4. use the SIS Licensed Product in any system that provides medical care without the healthcare provider review, intervention, and participation.

6.1.2.4 Copies. Customer may make a reasonable number of copies of the SIS Licensed Products solely for archival, backup and testing purposes, consistent with Customer's normal archival, backup and testing procedures. Customer may make copies of the Free and Open Source Software as needed, per the Free and Open Source Software Terms. Customer may make a reasonable number of copies of the Documentation solely for its own internal business purposes to support use of the SIS Licensed Products in compliance with the terms of the Agreement. All proprietary rights and notices must be reproduced and included on all copies of the SIS Licensed Products, Open Source Software, and Documentation.

6.1.3. Audit Rights. Customer shall undergo an annual license compliance check for compliance with the licensing restrictions, based on SIS written audit procedures.

6.1.4. Statistical Analysis. SIS shall have the right to compile, sell, license, and distribute statistical analyses and reports utilizing aggregated data derived from Customer's use of the SIS OR Application. Such reports and analyses shall be appropriately redacted by SIS and shall not identify Customer or any physician, employee, member of the medical staff, visitor, or patient of Customer.

7. WIDE AREA NETWORK SERVICES. Under the terms of the Agreement, Siemens has established a Wide Area Network ("WAN") between the Customer location for data processing and the ISC. Siemens shall upgrade that WAN as described below. Customer is responsible for WAN installation and programming charges. The Monthly Wide Area Network Services Fee (or "WAN Fee") includes the WAN communications hardware and maintenance of same, WAN connectivity, and WAN management. Customer shall grant Siemens access to the Customer location as is reasonably adequate for Siemens to provide such services.

- Monthly Wide Area Network Fee – Currently Invoiced Fee
Primary - Site Type 5A (45 Mbps DS3 port, 20 Mbps PVC)
Secondary - Site Type 5E (45 Mbps MIS)

7.1. If the Siemens-hosted applications are changed or enhanced or the configuration is changed or enhanced, then Siemens may increase the Monthly Wide Area Network Services Fee at then-current rates, or as otherwise negotiated and agreed in writing by the parties. Customer shall be responsible for any other networks required to operate the System(s) throughout the Facilities.

8. **MANAGED SERVICES.** Customer and Siemens agree to add to the Agreement a new Part VI (Managed Services Supplement) in the form attached to this System Enhancements Attachment as Attachment 7 (Part VI (Managed Services Supplement)), including the attachments to that Attachment 7.

9. CHS SERVICES FOR SIS APPLICATIONS.

9.1. **Definitions for CHS Services.** The following additional definitions apply to the CHS SIS Service:

9.1.1. "CHS" or "Custom Hosting Service" shall mean the availability of the SIS Applications, contracted through Siemens, as described in Section 9.2 below and Attachment 9 (*CHS SIS Responsibilities*) to this System Enhancements Attachment.

9.2. **CHS SIS Services.** Throughout the Term of the Agreement, Siemens shall provide data center hosting services on Customer's behalf of the SIS Applications. Responsibilities of each party are further described herein and in Attachment 9 (*CHS SIS Responsibilities*) to this System Enhancements Attachment for the Recurring Monthly Fee described in Section 9.4 (*CHS SIS Fees*) below. CHS SIS Services shall mean: (a) those tasks, functions and responsibilities identified in that Attachment 9 as Siemens responsibilities; and (b) any tasks, functions and responsibilities which, though not specifically described in Attachment 9, are inherent in and incidental to the performance of the tasks functions and responsibilities identified in Attachment 9. Customer shall remain responsible for entering data into the system and using the data in Customer's everyday business, managing the affiliates' access to the SIS Applications and performing the other responsibilities assigned to it in Attachment 9. Customer's Operational Responsibilities shall include any tasks, functions and responsibilities which, though not specifically described in Attachment 9, are inherent in and incidental to the performance of the tasks, functions and responsibilities of Customer identified in Attachment 9 as well as any tasks, functions and responsibilities not specifically assigned to Siemens.

9.2.1 Changes to the CHS SIS Services must be made in writing and signed by Customer's designated manager and Siemens' designated manager. These changes shall be defined as "Change Orders" and will detail the nature of the change, a mutually agreed upon implementation timeframe, and the addition or reduction of fees, if any, related to the change. Siemens will not perform work beyond the scope of the CHS SIS Services without a Change Order.

9.3. **Technical Environment.** The Agreement's Exhibit D - Schedule 1, as supplemented by Attachment 11 to this System Enhancements Attachment, lists the sizing and capacity assumptions for the hardware and software configuration to operate the SIS Applications for the Facilities. Exhibit D - Schedule 1 can also be called a "Technology Requirements Specification" or "TRS". Siemens will provide and maintain those items designated as Siemens' resources. Customer shall notify Siemens at least sixty (60) days in advance of changes such as adding Facilities or new user groups and such changes shall be subject to the Change Order Process.

9.4. CHS SIS Fees.

9.4.1. **Fees.** Customer shall pay the Monthly CHS SIS Fee described below on the last business day of each month for the services to be provided by Siemens in the next successive month.

<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. 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

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(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.

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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 SEVERE 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.

<u>Optional Applications</u>	<u>Monthly Term License or Monthly Processing Fee</u>	<u>Annual Subscription Fee</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
syngo.via *Estimated Implementation - \$58,115	<u>Perpetual License Fee</u> \$205,625	<u>Monthly Support</u> \$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
4D HIE Instance – CCSF	\$195,000/instance and includes: <ul style="list-style-type: none"> • 4DX Intelligence Engine™ • 4DX EA™ with SOA-accessible CDR, and web-enabled application that includes the following modules: Results, Orders, eShare™, Global Search, and use of the 4DX EA Mobile application
Additional Inbound Source (excluding physician practices that choose to implement bi-directional communications - such communications are offered at no additional fee)	\$15,000/new source feed as defined below: MobileMD contemplates three primary types of incremental in-bound connections, which are defined as follows: <ol style="list-style-type: none"> 1. New feed with new registration data 2. New feed with results only (e.g., Imaging center(s) feeding an existing HIE instance) 3. New feed with new registration data and results data (e.g., additional hospital feeding an existing HIE instance)
“On-Ramp” designed to connect a 4D HIE instance with another exchange, HIO, or NHIN CONNECT, for example	\$15,000/“on-ramp” – MobileMD anticipates some “on-ramps” will eventually take advantage of the NHIN CONNECT, while others will require SOA integration or point-to-point HL7 connectivity.
Practice EMR Connections^{1,2}	\$5,000 per EMR instance (unique system database)

¹ A single instance of an EMR requiring a single feed shared by multiple practices will result in one connection (e.g., an enterprise instance of NextGen).

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

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

Attachment 2
MobileMD Support Services and Support Level Commitment

1. **Services.** The services described in this Exhibit shall mean those activities that are performed by Siemens for Customer in connection with the MobileMD Service for the fees set forth in the System Enhancements Attachment.
2. **Updates.** To the extent that Siemens updates the MobileMD System during the Term of the Agreement to improve existing functionality, or to otherwise provide similar fixes or patches to the MobileMD Service, and incorporates such updates and makes them generally available to its customer base as part of the MobileMD Service, then it shall incorporate such updates into the MobileMD System as used by Customer. For the avoidance of doubt, although such updates shall include the new features, enhancements, modules or other software which adds new functionality to the MobileMD Service and are made available generally to Siemens customers to the extent that they have been made available generally without additional cost, such updates shall not include custom versions of the MobileMD Service or professional services that are provided by Siemens at Customer's request.
3. **Telephone Support.** Siemens shall maintain a MobileMD help desk for technical support and troubleshooting capability for responding to issues from the Practices. Siemens shall maintain telephone support Monday through Friday, from 8:00 AM to 9:00 PM Eastern Time (standard or daylight time, as applicable), excluding holidays, (the "Support Hours"). Each party shall designate in writing to the other party a coordinator to serve as the primary point of contact for purposes of coordinating and implementing the activities contemplated by the System Enhancements Attachment, provided, however, that neither party's coordinator shall have the authority to bind or obligate his or her respective party other than to perform the obligations expressly stated in the System Enhancements Attachment.
4. **Hardware and System Maintenance.** All hardware, software, and system maintenance will be performed between the hours of 12:00 AM and 6:00 AM, Eastern Time, Monday through Saturday or between the hours of 12:00 AM and 6:00 AM Eastern Time on Sundays. Hardware and system maintenance will not exceed eight (8) hours in one calendar month unless otherwise agreed upon in writing.
5. **Communication System.** Customer and each participating Practice, Business Partner, Provider and Customer User shall be responsible for obtaining and maintaining all hardware necessary to transmit to, receive from and otherwise connect to the MobileMD System.
6. **Redundant Power Systems.** Siemens will maintain redundant power systems, to include backup generator power, and uninterruptible power supplies (UPS's). Testing will be performed periodically as appropriate.
7. **Redundant Servers.** Siemens will employ redundant server architecture wherever practicable and appropriate to ensure maximum MobileMD System availability.
8. **Data Security.** Siemens will employ industry-standard Internet firewall technology to secure and prevent unauthorized access to Customer's Data.
9. **Physical Security.** Siemens will employ an appropriate level of physical security at the Data Center including fire and intruder alarms and avoidance systems, and other physical security appropriate for mission critical, secure data processing.
10. **Security.** Siemens will employ the following security methods and procedures with respect to the MobileMD System throughout the Term of the Agreement.

10.1. **Access Controls.** Siemens will only permit access to Customer Data in accordance with the terms of the System Enhancements Attachment and the remainder of the Agreement or as otherwise agreed by the parties in writing.

10.2. **Provision.** The parties will work together in good faith to ensure appropriate user provisioning. Access to Data will be as authorized by Customer under the terms of the System Enhancements Attachment and otherwise, as mutually agreed by the parties in writing.

10.3. **Logs.** Siemens will maintain appropriate access and interface logs as described above in the System Enhancements Attachment.

10.4. **Patch Management/Anti-Virus Software.** Siemens will appropriately manage its use of software patches in accordance with industry standard procedures. In addition, Siemens will maintain industry standard anti-virus software.

10.5. **Data Encryption.** Web-based data transmissions sent between the Data Center and Customer shall be encrypted as appropriate using virtual private network ("VPN") technology or other mutually agreed upon industry-standard encryption techniques. Additional fees may be charged by Siemens for the use of techniques other than VPN if non-VPN techniques are required by Customer.

10.6. **Data Isolation.** Customer's data shall be logically isolated from other Siemens customers' data to further restrict unauthorized access.

10.7. **Network Isolation.** Siemens shall maintain appropriate network segmenting of Siemens' and Customer's systems at the Data Center.

10.8. **Restricted Access.** Siemens shall not access Customer Data except as necessary to provide services under the System Enhancements Attachment and the remainder of the Agreement. All printed copies of Customer Data shall be kept to a minimum and shall be shredded promptly after they are no longer needed for the purpose for which they were made.

11. **Resource and System Monitoring.** Siemens shall provide a comprehensive system monitoring procedure to include server, network, and test personal computer monitoring as appropriate. MobileMD System response will be maintained at such a level that ensures users will experience an effective and efficient use of the functions offered by the MobileMD Service as described above.

12. **Support Level Commitment.** Subject to Customer promptly reporting Errors to Siemens and to the procedures identified herein, Siemens will endeavor to correct Errors in accordance with the response times identified below. An "Error" means a reproducible material deviation in the MobileMD Service from the applicable documentation associated with the particular service or feature of the MobileMD Service. For the avoidance of doubt, an "Error" does not include any loss of functionality that is purposefully caused by Customer or a Practice, such as, without limitation, temporarily terminating connections for internal Customer security or other reasons.

12.1. **Severity Levels.** During Support Hours, Siemens shall respond to Errors reported by Customer in accordance with the response times identified below and shall undertake the other remedial obligations identified with respect to each respective severity level. If an Error is reported outside of Support Hours, the report shall be deemed received by Siemens at 8:00 AM the following business day. All obligations and time calculations hereunder shall exclude those hours that fall outside of normal business hours (8:30 AM to 5:00 PM, Monday through Friday, excluding holidays).

12.1.1. **Critical Production Issue ("CPI").** As this term is used in the System Enhancements Attachment, a CPI is an Error for which there is no known workaround and that renders the MobileMD Service unable to receive and transmit Data to any of Customers' participating Practices or, with respect to the MobileMD Service, all users are unable to access the MobileMD Service. For CPI Errors, Siemens personnel shall call Customer back within two (2) hours after receipt of the initial call

from Customer. Siemens shall use diligent efforts to find and implement a solution for the CPI. During Siemens' resolution of the CPI, Siemens will provide hourly status calls to Customer.

12.1.2. High Priority Issue ("HPI"): As this term is used in the System Enhancements Attachment, an HPI is an Error for which there is no known workaround that causes the MobileMD Service to be unable to receive and transmit Data to a substantial portion of Customer's participating Practices or that causes the MobileMD Service to be partially unusable or that causes a major loss of functionality (i.e., major options or features of the service fail to function) of the MobileMD Service. If an HPI occurs, Siemens personnel shall call Customer back within no more than four (4) hours after receipt of the initial call from Customer. Siemens will work on the HPI continuously within normal business hours to find and implement a solution for the HPI. Siemens shall use commercially reasonable efforts to resolve the HPI within two (2) Business Days of the initial call from Customer. An estimated target time for the solution to the HPI will be communicated to Customer with reasonable promptness after the initial call back from Siemens. Siemens will provide no less than one (1) update every eight (8) business hours to Customer after receipt of the initial call from Customer.

12.1.3. Low Priority Issue ("LPI"): As this term is used in the System Enhancements Attachment, an LPI is an Error with the MobileMD Service that has only a minor effect on functionality. If an LPI occurs Siemens will return Customer's call as time permits. Siemens will use reasonable efforts to resolve the LPI within two (2) weeks of the initial call from Customer and provide an update to Customer on outstanding items once every three (3) business days. Siemens will incorporate any modifications required for LPIs that are completed prior to the applicable "code freeze" date into the next release.

12.2. **Categorization of Severity Levels.** Siemens shall categorize the severity levels for Errors as they arise. If Customer disagrees with the severity level classification, Siemens and Customer shall discuss in good faith the appropriate severity level classification and may subsequently mutually agree to a different severity level with respect to a particular Error, or to resolution times on an issue-by-issue basis. At least once every six (6) months, the parties shall discuss, in good faith (a) whether the categorization of severity levels by Siemens has been generally consistent with the above definitions and/or whether the definitions set forth above with respect to each of the severity levels requires modification, and (b) whether Siemens is consistently satisfying the support levels set forth herein.

**Attachment 3
Subscription Agreement
Siemens MobileMD Health Information Exchange**

Subscriber:

Company Name:	
Address:	
Contact Person:	
Phone:	
EMR/Clinician Portal (If Applicable)	
Health System (Siemens Customer):	

Effective Date of Subscription Agreement: _____

Subscription Services:

Subscriber identified above ("Subscriber"), Siemens Medical Solutions USA, Inc. ("Siemens") and _____ Health System hereby enter into and agree to the terms and conditions of this Siemens MobileMD Health Information Exchange Subscription Agreement ("Subscription Agreement") with respect to its payment obligations and certain other representations and warranties set forth herein. Subject to the terms and conditions of this Subscription Agreement, Siemens will, through its Siemens MobileMD Health Information Exchange ("HIE System"), provide certain implementation services and processing services to Subscriber in order to transmit medical records and/or other clinical information (e.g. orders, results and referrals) as described in the Subscription Service Terms of Use (Exhibit A to this Subscription Agreement).

Subscriber's subscription shall begin on the Effective Date identified above and shall be coterminous with the Health Systems' MobileMD Service Agreement with Siemens ("Subscription Period") unless a party notifies the other parties in writing of its intent not to renew this Subscription Agreement at least ninety (90) days prior to the end of the then-current Subscription Period.

The parties desire this Subscription Agreement to be supplementary to the Health System's MobileMD Service Amendment with Siemens pursuant to 11 U.S.C. §365(n).

The parties agree that the Business Associate Addendum attached to this Subscription Agreement as Exhibit B shall apply to the parties' relationship under this Subscription Agreement, and to the extent of any conflict between the terms of that Business Associate Addendum and the terms of this Subscription Agreement, the terms of that Business Associate Addendum shall control.

[Note: before a Subscription Agreement in this form is signed with a particular Subscriber, insert below the description of, or a summary of, any implementation services that are to be performed in connection with adding that Subscriber]

Implementation Services: _____

This Subscription Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. This Subscription Agreement constitutes the entire agreement of the parties on the subject matter hereof and supersedes all prior or contemporaneous written and verbal agreements. This Subscription Agreement may only be modified by a writing signed by Subscriber and Siemens, with the joinder of the Health System.

To show their agreement to these terms, and intending to be legally bound, Siemens and Customer hereby execute this Subscription Agreement as of the Effective Date specified above.

Subscriber:

Signature:

Name:

Title:

Date:

Siemens Medical Solutions USA, Inc.

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

The Health System hereby joins this Subscription Agreement for purposes of certain express rights and obligations hereunder.

Health System:

Signature:

Name:

Title:

Date:

EXHIBIT A TO SUBSCRIPTION AGREEMENT SUBSCRIPTION SERVICE TERMS OF USE

These Terms of Use are hereby agreed to between Siemens, Subscriber and Health System and are incorporated as a part of and into the Subscription Agreement.

1. Services. Subject to the terms and conditions of the Subscription Agreement, Siemens will provide the following services to the Subscriber (collectively, the "Services"):

1.1. Implementation Services. Siemens will configure its Siemens Health Information Exchange for use with the Subscriber's existing interface engine and/or EMR system (the "Subscriber Interface") and provide configuration of preferences, elections and document type mapping in support interface deployment (collectively, the "Subscriber Implementation Services").

1.2. Processing Services. Siemens will distribute, through its Siemens Health Information Exchange connector service, Data provided by the Health System to Siemens electronically and designated by Health System to be received by Subscriber ("Data"). As used herein, "Data" means patient medical records and related documentation used for clinical diagnosis and treatment for a broad array of clinical conditions (such as patient test results, Labs, OR reports, Emergency Department Reports, Consults, orders, referrals and other similar data). Siemens will provide a call support line for Subscriber related to these services. All of these services are collectively referred to as the "Processing Services." Subscriber shall receive all Data via its EMR system, which system shall store and distribute such information to the appropriate and authorized individuals. Subscriber shall also be responsible to ensure proper privacy and security of such EMR system and Data and appropriate and authorized distribution of such Data from its EMR system.

1.3. Additional Provisions. Apart from the foregoing Services (and apart from permitting Subscriber physicians to remotely view appropriate patient files through the Health System's web-based portal as an authorized user if such physicians enter into an agreement with the Health System's affiliate), Siemens will not be providing the Subscriber with any other items or services used to create, maintain, transmit, or receive medical records. In addition, in no event will Siemens be providing the Subscriber with any hardware, software, or broadband, T-1 lines or internet services. Further, the parties acknowledge that the Services provided hereunder do not include the staffing of any of the Subscriber's offices and are not used to conduct personal business or business unrelated to the Subscriber's medical practice. Neither the Health System nor any of its affiliates will finance or otherwise loan funds to the Subscriber to cover any of the payments to be made by the Subscriber hereunder.

2. Restrictions. The Services will be provided only to Subscriber. Subscriber shall not, directly or indirectly, use the Services to provide any Data or information to any third party.

3. Accessibility. Subscriber is solely responsible, and at its own cost, for establishing and maintaining internet connections to receive Data via the MobileMD System, as well as for paying for, maintaining and ensuring the compatibility of all software, software licenses, and internet accounts as may be required in order for Subscriber to receive the Services by means of an internet connection. Siemens' only guarantee or warranty with respect to specific uptime or availability of the service is made under separate agreement with the Health System. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT NEITHER SIEMENS NOR THE HEALTH SYSTEM IS OR WILL BE RESPONSIBLE FOR ANY DAMAGES ARISING FROM SUBSCRIBER'S USE OF OR THE RECEIPT OF SERVICES HEREUNDER OR ITS INABILITY TO OBTAIN DATA THROUGH THE MOBILEMD SYSTEM FOR ANY REASON.

4. Ownership. Siemens shall own and retain all right, title and interest in and to its Siemens Health Information Exchange and all software comprising the MobileMD System and used to provide the Services (including but not limited to any software, images, photographs, animations, video, audio, music, text, and "applets" used by Siemens with respect to the Services) and all copies thereof, including, without limitation, derivative works or compilations thereof, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and other proprietary information.

5. Termination. In the event of termination or expiration of this Subscription Agreement, this Section 5, the warranty disclaimer in Section 8 below, and Sections 4, 6, 7, 9, 10, 11 and 12 shall survive. Upon any termination or expiration of this Subscription Agreement for any reason, Subscriber will return to Siemens any and all physical media, documentation and any other materials Subscriber received from Siemens within thirty (30) days after the date of such termination or expiration. Subscriber acknowledges and understands that Siemens may install a feature into its System that allows Siemens to prevent Subscriber from receiving Services in the event this Subscription Agreement terminates or expires or the Health System fails to timely make payment for the subscription fees. Siemens may implement such feature upon the failure of Health System to timely pay the subscription fees or the termination or expiration of this Subscription Agreement, but only after expiration of all applicable cure periods, if any.

6. Subscriber Warranties. Subscriber represents and warrants that Subscriber is and will remain authorized to receive Subscriber Data and that it shall deliver and disclose Subscriber Data only to those individuals authorized to receive such Data. Subscriber represents and warrants that in receiving and using the Data it will comply with all applicable federal, state, and local laws, rules, and regulations (collectively, "Laws"), including, without limitation any Laws relating to the confidential treatment of such Data such as the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA") and the accompanying federal privacy and security regulations as contained in 45 CFR Part 160 and 164 (the "Federal Privacy & Security Regulations"). Subscriber agrees to cooperate with Siemens in the event that Siemens requests assistance or information in complying with HIPAA, the Federal Privacy & Security Regulations or any Business Associate Addendum that Siemens has entered into with respect to the Services. In addition, in the event that Subscriber receives Data which it is not authorized to receive, Subscriber shall immediately inform Siemens of its receipt of such Data.

7. Data. Subscriber acknowledges and agrees that Siemens will not monitor or inspect the Data or any other information transmitted to Subscriber. In addition Siemens will have no responsibility or liability with respect to any (i) corruption, loss or mis-transmission of the Data unless caused by Siemens' negligence or willful misconduct, (ii) any defective processing of the transactions unless caused by Siemens' negligence or willful misconduct; (iii) any inputting or entry of information by Subscriber or any of its Providers; or (iv) record keeping by Subscriber or any of its Providers; unless caused by Siemens' gross negligence or willful misconduct.

8. Siemens Warranties. Siemens warrants that all services provided by Siemens under this Subscription Agreement will be performed in a professional, competent and businesslike manner. The limited warranty provided herein is contingent upon Subscriber notifying Siemens in writing, within ten (10) business days of the provision of the applicable services, of a breach of this warranty detailing the nature and circumstances of any alleged breach of warranty. In the event of a breach of this warranty, as Subscriber's sole initial remedy, Siemens shall promptly re-perform the applicable Services and make other reasonable efforts to correct or cure said breach, at no cost to Subscriber. If Siemens fails to promptly initiate such remedies or the foregoing remedies fail their essential purpose, then Subscriber may pursue remedies against Siemens for such breach.

WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH ABOVE, SUBSCRIBER ACKNOWLEDGES THAT NO WARRANTIES HAVE BEEN MADE BY SIEMENS TO SUBSCRIBER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES DELIVERED HEREUNDER. SIEMENS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA. IN ADDITION, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT INCLUDE, AND THAT SIEMENS WILL NOT PROVIDE TO SUBSCRIBER, ANY MEDICAL OR RISK MANAGEMENT ADVICE, AND THAT SUBSCRIBER MUST EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE SERVICES TO PATIENTS. SIEMENS SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY ERRORS MADE BY SUBSCRIBER IN THE COURSE OF ITS MEDICAL PRACTICE.

9. Limitation of Remedies. The remedy for Siemens' breach of any provision of this Subscription Agreement is repair, re-performance, or replacement by Siemens, as Siemens chooses. If breach cannot be remedied by repair, re-performance, or replacement by Siemens, or if a repair, re-performance, or replacement remedy is not applicable, then Siemens shall be liable to Subscriber, only for direct damages, and only in the aggregate up to \$10,000. The limits of this Section 9 shall not apply to third party claims brought against Siemens, including claims regarding bodily injury (including death) and tangible property damage, to the extent caused by the negligence or intentional misconduct of Siemens. This Section 9 (Limitation of Remedies) states the exclusive remedy for any cause whatsoever against Siemens, regardless of the form of action, whether based in contract, tort, strict liability, or any other theory of law. The parties to this Subscription Agreement have entered into this Subscription Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages set forth in this Subscription Agreement, and that the same form an essential basis of the bargain between the parties.

10. DAMAGE WAIVER. THE PARTIES EXPRESSLY AGREE THAT INDEPENDENT OF THE EXCLUSIVE REMEDIES EXPRESSED IN SECTION 9 (LIMITATION OF REMEDIES), NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES REGARDLESS OF WHETHER THE PARTY IN BREACH WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES; NOR FOR LOSS OF IN-HOUSE STORED, RECORDED OR TRANSMITTED DATA. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS SUBSCRIPTION AGREEMENT AND SHALL BE EFFECTIVE EVEN IN THE EVENT OF THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

11. Indemnity. Subscriber shall defend Siemens and the Health System and their respective officers, directors, employees, agents, affiliates and suppliers (collectively, "Siemens and Health System Indemnitees") from and against all suits, demands, claims, or other legal actions ("Claims") asserted against the Siemens and Health System Indemnitees by any third party arising from or relating to Subscriber's breach of any of its representations, warranties or obligations contained herein and shall indemnify and hold the Siemens and Health System Indemnitees harmless from and against any liabilities, costs, damages, or expenses (including, without limitation, attorney's fees and expert witness fees) arising therefrom, except to the extent of Siemens' and/or the Health Systems' negligence, gross negligence, willful misconduct, or recklessness.

12. Compliance; Savings Clause.

12.1. The Health System, Siemens and the Subscriber agree and acknowledge that they are entering into this Subscription Agreement for the primary purpose of better coordination of care for patients and improvement of health quality, efficiency and/or research. Siemens and the Health System hereby represent and warrant to Subscriber that neither Siemens nor the Health System shall (i) take any action to limit or restrict the use or compatibility of the Services with the electronic prescribing or electronic health care systems used by Subscriber; or (ii) restrict or take any action to limit the Subscriber's right or ability to use the Services for any of its patients consistent with the express terms of this Subscription Agreement.

12.2. The Subscriber hereby represents and warrants to the Health System that the Subscriber and its physicians, employees and staff (i) have not made and will not make the receipt of the Services hereunder, or the amount or nature of the Services hereunder, a condition of doing business with the Health System; and (ii) do not already possess Services that are equivalent to the Services being provided hereunder.

12.3. The Health System and the Subscriber acknowledge and agree that neither the eligibility of the Services, nor the amount 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:

Attachment 4

Statement of Work for City and County of San Francisco

Overview

1. Siemens will provide professional services as listed below:
 - 1.1. Phase 1 will include the following with an estimated duration of fourteen (14) months:
 - 1.1.1. San Francisco General Hospital - Perioperative Management by Surgical Information Systems (SIS), Soarian Completion Management, Soarian Online Medical Records, Value Add Services.
 - 1.1.2. The duration for Perioperative Management by Surgical Information Systems (SIS) is seven (7) months. Please reference Customer FTE tables below for the durations of other solutions
 - 1.2. Estimated durations are based on a single Application in a phase with the greatest duration. Individual Application durations may vary. Reference the Customer Personnel section, Customer FTE tables for specific Application duration information.
 - 1.3. Siemens and Customer will review the phasing described above throughout the project and adjust if appropriate. Changes to the phasing may result in changes in professional services, and related fees. The project team will review changes according to the Change Order process.

General Implementation Provisions

2. Siemens will lead the implementation of the Applications and Custom Programming. Customer and Siemens shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of System(s) upon completion of this engagement. The methodology and its tools support the Customer and Siemens implementation team with artifacts, information and Project Workplans.
3. Siemens will utilize onsite and offsite implementation services teams during the implementation process. Siemens uses best practice experience to assign resources from each team to specific implementation tasks in a way that creates the most timely and efficient implementation process. Customer deviation from this implementation process will require use of the Change Order process and could impact project hours, dollars and overall duration.
4. During the planning phase, Siemens will review Customer provided information related to major business initiatives, such as facility or infrastructure expansion or renovation, additional technology investments, in-house re-engineering efforts, or other consulting engagements, that may affect the implementation.
5. Siemens will perform Master Patient Index (MPI) analysis of patient data files to identify duplicates, trending and common patients across the enterprise. Siemens will present findings in an analysis report that will include an overview of the processing and data trending statistics, as well as options for carrying out the retention and consolidation effort.
6. Siemens will use a corporate design approach for the implementation that consists of standard policy, practices and data structures across the enterprise, including off-site locations.
7. Siemens scope of services includes the following unless otherwise noted herein:
 - 7.1. Project Leadership - Siemens will:
 - 7.1.1. Direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project

definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.

7.2. Implementation Consulting - Siemens will:

- 7.2.1. Assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.
- 7.2.2. Consult within the planning phase on the requirements and planning of operational workflow, organizational, application and technical specifications as Customer compiles its analysis.
- 7.2.3. Collaborate with Customer within the design and adaptation phase regarding design and build of the software and use of model reports. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.
- 7.2.4. Guide Customer during the testing phase in developing Unit Test, Integration Test and Stress/Volume testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any functional design issues identified during system tests.
- 7.2.5. Play a consultative role within the training phase. Siemens will provide guidance and direction in core trainer education planning and development of core trainer(s) materials.
- 7.2.6. Provide support and direction for software issue resolution during the live phase. Siemens will support the event as specified in the Project Workplan and in routing issues through the appropriate event tracking system. Siemens will also work to facilitate transition to Customer Relationship Support at the conclusion of the event.

Application Specific Provisions

Perioperative Management by Surgical Information Systems (SIS)

8. Siemens will provide the following professional services:
 - 8.1. Install base software in one (1) ICO Production, Test, and Training environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration for fifteen (15) operating rooms/procedure rooms as defined in the contract.
 - 8.2. Coordinate with Customer IT Department to establish remote access to SIS environment.
 - 8.3. Install and configure Oracle database.
 - 8.4. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.
 - 8.5. Operating Room Management by SIS shall include:
 - 8.5.1. Delivering a model system that includes the following:
 - Standard wizard sets that provide faster, more consistent documentation.
 - Standard list sets that provide uniform documentation and reporting.

- Standard care plans (perioperative nursing data set) supporting regulatory requirements.
 - Standard suite of reports which provide many options for information distribution and a foundation for customized reports.
- 8.5.2. Delivering and implementing the following OR Management modules:
- Administrative Modules.
 - Scheduling.
 - PAT Scheduling.
 - Nursing.
 - RBC (Rules Based Charging).
 - SIS WEB.
 - SIS Analytics.
 - SIS Com.
- 8.5.3. Working with Customer on data collection for the following files using a Customer supplied electronic or manually built data import file:
- Materials file, which includes all supplies used in the OR and is the foundation for preference cards, case pick lists, and patient charging.
 - Drugs file, which provide uniform documentation and reporting.
- 8.5.4. Working with Customer on data collection for the procedures file, using Customer supplied electronic data import file, or Customer may choose to use SIS' standard list of procedures and modify them as needed. Procedure file is the basis for common procedure nomenclature utilized in perioperative areas.
- 8.5.5. Guiding Customer with data collection and manual build of the personnel file, used to load surgical staff into the system.
- 8.5.6. Importing Customer's materials, drugs, procedures and personnel data into the SIS database. Providing support for import testing and data validation including:
- Up to two (2) cycles of revision and testing for each file type.
 - Training Customer to perform required mapping and modification after import.
- 8.5.7. Providing limited modifications to administrative module setup to support Customer's workflows.
- 8.5.8. Leading effort to configure Application to support Customer workflows.
- 8.5.9. Configure connections for fifty-four (54) patient monitors to send vital signs to SIS.
- 8.5.10. Consulting with Customer to review current processes, make best practice recommendations and work with Customer to create new processes to fully utilize functionality available with SIS Application.
- 8.5.11. Providing an overview of key reports included in the standard suite of Crystal reports available within OR Management by SIS.
- 8.5.12. Providing Customer with education, knowledge and experience in the following areas:

- Data collection procedures and documentation requirements, to expedite preparation for data imports.
 - Procedure and preference cards design, build and maintenance, providing the skills to add, edit or delete preference card information.
 - Rules based charging rules design and build, for setting up capture of surgery-specific charges at the point of care.
 - Scheduling preadmission testing, which allows Customer to create and maintain their preadmission testing appointments and apply rules as needed to a specific patient's procedure.
 - System maintenance and support training for system administrators, which promotes Customer independence in maintaining their system.
- 8.5.13. Reviewing accomplishment of project charter objectives and jointly identifying opportunities for continued improvement, approximately ninety (90) days post-live.
- 8.6. Lead effort to implement SIS Trax.
- 8.7. Anesthesia Management by SIS shall include:
- 8.7.1. Performing a technical walk through with Customer to identify and document:
- Customer's clinical processes and workflows.
 - Technical layout of physiologic monitor count and configuration, cabling requirements, and electrical and network infrastructure requirements.
- 8.7.2. Participating in collaborative design sessions with key clinical specialists, to include physicians and Certified Registered Nurse Anesthetists (CRNA). Validate design with other clinicians and super users. This facilitates system design that meets clinician needs and promotes user buy-in.
- 8.7.3. Applying model system changes identified during collaborative design sessions with key clinical specialists.
- 8.7.4. Providing an overview of key reports included in the standard suite of Crystal reports available within Anesthesia Management by SIS.
- 8.7.5. Modifying SIS wizards to improve Customer's point of care documentation and align with functionality of SIS Application.
- 8.7.6. Providing anesthesia staff with up to two (2) hours of one-on-one Application training.
- 8.7.7. Reviewing parallel case documentation for a minimum of three (3) cases to validate that each anesthesia staff member is trained and ready to use the SIS Application.

Soarian Enterprise Document Management

9. Siemens will provide the following professional services:
- 9.1. Enable Completion Management as part of the existing base Enterprise Document Management software functionality in one (1) ASP Test and Production environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration
- 9.2. Install base Online Medical Records software in one (1) ICO Test, Production and Redundant environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.

- 9.3. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.
- 9.4. Completion Management shall include:
- 9.4.1. Leading effort to set up and verify completion processing in the medical records department. Siemens will provide Customer with the education, knowledge and experience to continue building completion criteria that may be required for First Productive Use or thereafter. Initial work effort includes:
- Establishing deficiency assignment criteria for users to electronically and/or manually complete patient record including:
 - Creating up to twelve (12) deficiency filters.
 - Creating up to ten (10) deficiency chains.
 - Creating worklist to notify users of chart deficiencies.
 - Providing Customer with the technical expertise, education, knowledge and experience to configure and test simultaneous and remote record completion criteria.
 - Setting up text editing.
 - Guiding a single core group through online chart completion, editing and authentication process.
 - Creating process for chart re-analysis.
 - Establishing record completion monitoring and reporting.
 - Working with Customer to establish record completion guidelines based on medical staff rules and bylaws, per Facility.
- 9.5. Online Medical Records shall include:
- 9.5.1. Validating Customer has completed the document inventory toolkit, identifying each form required in the patient medical record.
- 9.5.2. Guiding Customer in establishing an enterprise wide standard for scanning patient record. Initial work effort includes:
- Guiding the Customer in moving efficiently from a paper based environment toward an online medical record including:
 - Optimizing index capabilities by using bar code recognition for high volume scanning and electronic document filing rules.
 - Working with Customer to establish up to three (3) medical record views including medical record, longitudinal and scan order.
 - Working with Customer to utilize model forms design principals including:
 - Creating a list of essential forms for First Productive Use, using model forms delivered with software.
 - Supporting Customer in making agreed to modifications to model forms.
 - Verifying with Customer that forms format and design are as intended.
 - Demonstrating forms are available for training users in First Productive Use areas.
 - Guiding Customer in establishing procedures for high speed scanning, including reviewing the following:

- High volume scanning.
 - Clinical systems capable of sending electronic feeds to the EDM database.
 - Pre-defined document processing categories to support non-standard scanning scenarios.
 - Working with Customer to create a quality control process to evaluate scanned document outputs.
- 9.5.3. Guiding the Customer in setting up transcribed documents utilizing XML conversion services, including the following.
- Working with Customer to create up to two (2) transcribed document types.
 - Working with Customer to create up to eight (8) style sheets including one (1) XLS (Completion) and one (1) RTF (Archive) style sheet.
 - Guiding Customer in establishing up to sixteen (16) file and bursting rules for these documents.
 - Working with Customer to establish up to four (4) templates. Examples may include H & P, Operative Notes, Discharge Summary, or Consults template.

Value Add Specific Provisions

Value Add Services

10. Siemens will provide the following professional services:
- 10.1. Siemens Pharmacy Consultant tasks shall include:
- 10.1.1. Provide up to five hundred and forty four (544) hours for guidance on the Pharmacy implementation.

Integration Provisions

11. Siemens scope of services for integration will include the following unless otherwise noted herein:
- 11.1. OPENLink Interface Engine Services -
- 11.1.1. Siemens will provide access to OPENLink model maps for Siemens to Siemens interfaces unless otherwise noted. Model maps are based on current Versions and Releases of Siemens ancillary and surround systems.
- 11.1.2. Siemens will provide the following OPENLink interface implementation services for all interfaces listed therein that will utilize OPENLink as the interface engine:
- Specification Review - Siemens will facilitate specification review sessions regarding integration requirements from both Siemens and third party systems.
 - Interface Connections - Siemens will build the interface connection definitions between the associated Applications and the interface engine for interfaces listed below.
 - Mapping Modifications - Siemens will work with Customer to identify and complete data mapping.
 - Unit Testing - Siemens will test interfaces to verify data transmissions occur according to specifications.
 - Live Support - Siemens will work with Customer to facilitate the transition from testing to First Productive Use after Customer releases all interfaces to be migrated to the Production environment, in conjunction with live dates.

- 11.1.3. Siemens will provide complete services to enable the following interfaces for Facilities that will utilize OPENLink as their sole interface engine:
- INVISION Allergies Outbound to Surgical Information Systems.
 - INVISION Demographics/ADT Outbound to Surgical Information Systems.
 - Soarian Clinicals Allergies, Height, Weight Outbound to Surgical Information Systems.
 - Soarian Clinicals Pre Op Assessment Outbound to Surgical Information Systems.
 - Surgical Information Systems Anesthesia Professional Services Billing Outbound to Third Party - Pending Specification Analysis.
 - Surgical Information Systems Charges/Credits Outbound to INVISION.
 - Surgical Information Systems Data Extract Outbound to Soarian Quality Measures Clinical Quality Measures.
 - Surgical Information Systems Materials Usage Outbound to Third Party Materials Management - Pending Specification Analysis.
 - Surgical Information Systems Perioperative Report Outbound to Enterprise Document Management.
 - Third Party Lab Results Outbound to Surgical Information Systems.
 - Third Party Materials Management Item Master Outbound to Surgical Information Systems - Pending Specification Analysis.
 - Third Party Transcription Results Outbound to Online Medical Records.

11.2. Point to Point Protocol (PPP) Services -

- 11.2.1. Siemens will utilize PPP to enable direct data flow for the following interfaces:
- Soarian Clinical Access Context Sharing with Soarian Online Medical Records.
 - Third Party Lab Results Outbound to Online Medical Records.
 - Third Party Radiology Results Outbound to Online Medical Records.

11.3. General Integration Provisions -

- 11.3.1. Siemens will deliver interfaces to the INVISION Test environment. Work effort includes setting up communication profiles and preparing system to send or receive data transactions, as appropriate. Additionally, Siemens will support Customer during interface build, in regards to issues with receipt and proper formatting of incoming and outgoing transactions. Siemens will then copy interface code from Test to Production environment before First Productive Use.
- 11.3.2. Siemens will begin integration work on interfaces noted herein as pending specification analysis. Siemens will evaluate specifications provided by Customer to determine if additional Siemens work effort is required beyond the existing estimate to enable integration. Customer will review and approve additional Siemens work effort, if merited, via the Change Order process.
- 11.3.3. Siemens assumes Customer will utilize Siemens interface specifications to define integration between Siemens and third party systems. Customer will manipulate third party data to send data to, and accept data from, Siemens in the standards based format stated in the specifications.

Technology Provisions

- 12. Siemens scope of services for technology will include the following unless otherwise noted herein:
 - 12.1. Network and System Connectivity - Siemens will validate network and system connectivity, and will provide remote connectivity to the onsite environments for Siemens installation and support activities.
 - 12.2. Application Traffic - Siemens will route Application traffic between Siemens WAN router at Customer's Facility to the Siemens Data Center via a private network, where appropriate.
 - 12.3. Surgical Information Systems (SIS) Interoperability - Establish technical infrastructure to support planned interoperability between Surgical Information Systems (SIS) and other Siemens Applications.

Customer Personnel

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

Perioperative Management by Surgical Information Systems (SIS)	Hours	FTEs
Application Analysis - Clinicals	1008	.86
Application Analysis - Financials	18	.02
Integration/Conversions	220	.19
Operational Support - Clinicals	1989	1.70
Operational Support - Financials	10	.01
Project Leadership	664	.57
Technology	600	.51
Average install duration: 7 months		

Soarian Completion Management	Hours	FTEs
Application Analysis - Clinicals	272	.15
Integration/Conversions	38	.02
Operational Support - Clinicals	214	.12
Project Leadership	113	.06
Technology	131	.07
Training	163	.09
Average install duration: 11 months		

Soarian Online Medical Records	Hours	FTEs
Application Analysis - Clinicals	406	.17
Integration/Conversions	43	.02
Operational Support - Clinicals	728	.31

Project Leadership	133	.06
Technology	305	.13
Training	140	.06
Average install duration: 14 months		

Professional Services

Siemens scope of work for the engagement will be performed on a Fixed Fee basis.

Professional Services

Siemens shall provide the following Fixed Fee services listed below.

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

Custom Programming Services

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

Custom Programming	Fixed Fee	Monthly Support Fee
Custom Interfaces		
Perioperative Management by Surgical Information Systems (SIS)		
Surgical Information Systems Anesthesia Professional Services Billing Outbound to Third Party - Pending Specification Analysis	\$7,200	
Surgical Information Systems Materials Usage Outbound to Third Party Materials Management - Pending Specification Analysis	\$7,200	
Third Party Lab Results Outbound to Surgical Information Systems	\$7,200	
Third Party Materials Management Item Master Outbound to Surgical Information Systems - Pending Specification Analysis	\$7,200	
Soarian Online Medical Records		
Third Party Lab Results Outbound to Online Medical Records	\$2,880	
Third Party Transcription Results Outbound to Online Medical Records	\$27,360	
Third Party Radiology Results Outbound to Online	\$2,880	

Medical Records		
Total	\$61,920	\$0

Education Services

Siemens agrees to provide, and Customer agrees to pay for the courses for the number of attendees and for the fees listed below. Customer agrees to begin paying Monthly Support Fees, if any, one (1) month after Delivery of the course. The fees and course availability listed below expire on the first anniversary of the Agreement Effective Date. Thereafter, Siemens then current education rates and course offerings will apply. Customer is responsible for educating its end users on the Third Party Software listed in the Technology Requirements Schedule.

On-site Education includes one occurrence of the class for up to the maximum number of attendees listed for each class. Siemens will bill the Customer for additional attendees if Customer exceeds maximum attendees below, at the then current education rates.

Multi-Media Education includes a variety of course offerings and delivery mechanisms. Individual registration is required for single user, Web-based courses (which includes all Web Based Training (WBTs and e-classes) with pricing reflecting the cost for a single user. Siemens also provides site licensed, unlimited user access courses that can be placed on Customer's network and shared by multiple users; these courses are noted with CD-ROM in the course title.

Course	Duration	Attendee Fee	Attendees	Total	Monthly Support Fee
On-Site Education					
Soarian Online Medical Records					
Siemens EDM/Soarian HIM Auto-Index Scanning Operations	3 days		2	\$9,000	
Multi Media Education					
Perioperative Management by Surgical Information Systems (SIS)					
Surgical Information Systems Academy - Two blocks of twenty (20) seats				\$12,000	
Soarian Completion Management					
Completion Management Courseware				\$3,000	\$37
Total				\$24,000	\$37

Summary

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

Attachment 5
Statement of Work - Technology Infrastructure

Overview

1. Provide a consultative, leadership and guidance role in multiple areas. Overall project management, status reporting, resource management, and executive updates will be provided by a technology solutions architect throughout the project. In addition, Siemens will provide Subject Matter Experts to augment skill sets based on the specific topic, questions, or specialty required. Project duration is nine (9) months. Specific areas of discussions and services that are to be provided as part of this agreement are outlined below
 - 1.1. Project Leadership. Siemens will direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Project leadership will lead the desktop rollout & transformation strategy. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Work Plan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will facilitate a weekly call and provide a weekly project status report.
 - 1.2. Siemens and Customer will monitor scope described in this statement of work throughout the project and adjust if appropriate. Siemens and Customer agree to use the attached "Working Roadmap" as a reference and guide for developing the Project Work Plan, provided that upon mutual agreement of the Project Work Plan, the Project Work Plan will supersede the Working Roadmap in its entirety. Changes to the scope may result in changes in professional services, and related fees. The project team will review changes according to the Change Order process.
 - 1.3. Production installation and deployment of Soarian Information Access solution/Virtual Desktop Infrastructure(SIA) with an estimated duration of nine (9) months.
 - 1.4. Coordination and consultation with customer Storage Area Network resources regarding requirements related to the SIA implementation.
 - 1.5. Server installation to support SIA Environment
 - 1.6. Citrix Environment Consultation
 - 1.7. Remote Access Consultation
 - 1.8. Implementation Consulting. The Siemens Consultant will assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.
 - 1.9. Planning - Siemens will consult on the requirements and planning of workflow, organizational, application and technical specifications as Customer compiles its analysis, design and adaptation - Siemens will collaborate with Customer regarding the design and build of the software and use model. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.
 - 1.10. Testing - Siemens will assist in developing testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any issues identified during testing that will impact the completion of the project.

- 1.11. Training - Siemens will play a consultative role in Core Training. Siemens will provide recommendations and direction in Core Trainer education planning, development of Core Trainer(s) materials, and the Core Training event.
- 1.12. Live/Post Live - Siemens will provide third level support, Customer to provide first and second level support, for all software and implementation related issues up to and including LIVE. Following the LIVE event Siemens will conduct a Turnover to Support with Imprivata and VM Ware support organizations.

General Implementation Provisions

2. A Solutions Architect will provide the following services
 - 2.1. Participate in planning discussions, project visioning sessions, create project guiding principles and project definition workshops to establish key technologies required to support the Healthcare Infrastructure project objectives. These initial efforts are focused on creating the project framework, understanding and setting expectations.
 - 2.2. Define core technology architecture components required to support the overall business objectives, site planning and application road map components.
 - 2.3. Provide guidance and leadership on strategies, technologies for consideration, and anticipated impacts associated with the strategy through project completion.
 - 2.4. Prepare the initial working draft milestone and timeline overview outlining specific technologies to be implemented in phases of the overall master project timeline.
 - 2.5. Provide access to subject matter experts throughout the project to consult on specific issues, design considerations, work on problem resolution, and support the overall project objectives.
 - 2.6. Lead customer in the desktop transformation strategy.
 - 2.7. Provide status reporting
 - 2.8. Monitor scope described in this statement of work throughout the project and adjust if appropriate.
3. A Soarian Information Access "SIA" Production Implementation engagement allows a customer to fully realize the SIA features in the Customers production environment. The purpose of this document is to establish the mutual commitments for the production implementation between Siemens and Customer and to define the workflows that will be implemented.
 - 3.1. Siemens Consultant will facilitate and document end-user workflow analysis:
 - 3.1.1. Interview Customer clinical end-user populations for up to six groups (I.E. Physician, Nursing, Ambulatory) and Customer technology personnel to determine the to-be end-user workflow policy that will be implemented in the solution.
 - 3.1.2. Consult with Customer clinical end-user populations and Customer technology personnel on advanced authentication options that are appropriate to the systems and infrastructure that is in-scope for the Customers SIA implementation.
 - 3.1.3. Consultant will review the proposed end-user workflow, security settings and policy for the to-be solution prior to these settings and policies being applied to the production solution.
 - 3.2. SIA Virtual Infrastructure Implementation
 - 3.2.1. Install VM Ware View Manager Systems & View Composer
 - 3.2.2. Create the Virtual Desktop Template(s)
 - 3.2.3. Create Parent VM(s) for Use by View Composer

- 3.2.4. Deploy View Desktops
- 3.2.5. Installation to support up to 1500 named users and 750 concurrent within nine (9) months of project start date.
- 3.2.6. Consultation related to existing Citrix strategy as it relates to the SIA implementation
- 3.3. Install Imprivata OneSign Enterprise Single Sign On
 - 3.3.1. Base installation
 - 3.3.2. Profile up to twenty (20) production applications for use in the production virtual desktop implementation within the nine month period.
- 4. Provide SAN consultation as it relates to the VDI environment and coordinate with customer as it relates to the UCS platform.
- 5. UCS Infrastructure installation as necessary throughout the project to include up to three (3) Chassis & associated Blade Servers.
- 6. Citrix Environment Consultation
 - 6.1.1. Review Citrix environment & provide recommendation to correct as part of a long term strategy.
- 7. Active Directory & Appsense Consultation
 - 7.1.1. Provide guidance related to Active Directory.
 - 7.1.2. Leverage Appsense to transform desktop environment and provide greater desktop management capabilities as necessary.
 - 7.1.3. Provide framework to build upon in Active Directory
 - 7.1.4. Review current process & provide recommendations to facilitate a better on-boarding process & off- boarding process as it relates to Active Directory.
- 8. Remote Access Consultation
 - 8.1.1. Implement VMWare View Security Server if desired
 - 8.1.2. Mobile Device Management consultation related to SIA implementation
 - 8.1.3. Assistance in policy creation related to mobile devices
- 9. Implementation Consulting. The Siemens Consultant will assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.
 - 9.1. Planning - Siemens will consult on the requirements and planning of workflow, organizational, application and technical specifications as Customer compiles its analysis, design and adaptation - Siemens will collaborate with Customer regarding the design and build of the software and use model. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.
 - 9.2. Testing - Siemens will assist in developing testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any issues identified during testing that will impact the completion of the project.
 - 9.3. Training - Siemens will play a consultative role in Core Training.

- 9.3.1. Siemens will provide recommendations and direction in Core Trainer education planning, development of Core Trainer(s) materials, and the Core Training event.
- 9.3.2. Provide train the trainer for up to three (3) resources on the solution architecture and function to facilitate Customers' communication and training to their end users.
- 9.4. Live/Post Live - Siemens will provide third level support, Customer to provide first and second level support, for all software and implementation related issues up to and including LIVE. Following the LIVE event Siemens will conduct a Turnover to Support with Imprivata and VM Ware support organizations.
- 9.5. Siemens will facilitate through consultation the development of workflow and end user training materials. Customer will develop, supported through consultation by Siemens, internal marketing materials, education and enrollment strategy
- 9.6. Complete and turn over to Customer production environment information, composite infrastructure drawings and documentation

Assumptions

- 1. Customer will reimburse reasonable travel and living expenses separately. Siemens will proactively work with Customer to keep these expenses to a minimum and in accordance with Siemens Travel and Living Policies.
- 2. Siemens will provide a monthly project updates as approved, with a minimum of reporting on activities in progress, completed efforts, next steps, issues, investments allocated to the project and remaining time.
- 3. Customer will install applications into virtual desktop.
- 4. SIA Implementation will last nine (9) months.
- 5. Project will not exceed 9 months and will not exceed 1,940 hours.
- 6. Customer will setup an enrollment station for ESSO Implementation.
- 7. Network stability and any remediation necessary will be the responsibility of the customer.
- 8. Unused estimated hours in the beginning phases of the project will be allocated for future activities where possible.
- 9. All work products, documents, and artifacts available from previous efforts, in progress activities, knowledge base of resources already involved in the project will be used to maximize our Siemens team and related activities.
- 10. No asbestos or other hazardous materials are present in the installation areas. If hazardous materials are discovered during the installation process, Siemens shall stop work in the affected area until the hazardous material is either removed or rendered harmless. The cost of removal or treatment of the materials will be Customer's responsibility.

Deliverables

Siemens will provide the following deliverables.

- 1. Hardware/Software Implementation to support VDI Implementation
- 2. Provide Enterprise Single Sign-On for 1500 users
- 3. Up to 750/1500 concurrent/named user VDI Implementation
- 4. Tap N Go Capability between desktops in VDI
- 5. Remote Access Capability to provide anywhere access
- 6. Physical Architecture Diagram of VDI Implementation

Customer Personnel

Customer will be responsible for providing the appropriate resources to complete the engagement. Customer agrees that its assigned personnel shall have the appropriate time commitment to the project, knowledge of the facility, subject matter expertise, software training, and the appropriate skill in order to complete the implementation within the stated duration. Additionally Customer personnel are responsible to communicate business needs, complete analysis, design, configuration and testing and shall develop training materials, conduct user training and provide maintenance and ongoing system support starting at conclusion of the solution delivery. Additional details about resource assignment, resource tasks and resource work effort will be reflected in the Project Work Plan, if applicable.

Summary

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

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.

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 & Owner	
										Method	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 during the month	Monthly	Genesys CTI system	Initial Customer data.	HD Mgr.

Ref	Service Level	Business Objective	Performance Standard	Exceptions	Assumptions	Stabilization on Period	Measurement Formula	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
Help Desk Services			
1	Provide and maintain a single point of contact for the reporting of all end-user events.	X	
2	Provide multiple controlled entry methods for end-users to report new events.	X	
3	Provide a toll free number to forward the single local extension for all Customer end-users to report events.	X	
4	Provide an automated telephone menu of options to simplify the call management process.	X	
5	Provide the IT Department with a separate "back door" telephone number for internal IT departmental communications with the Help Desk.	X	
6	Provide and administer the Global Event Management System (GEMS) for use by specified resources and applicable supporting policies and procedures.	X	
7	Train Help Desk personnel on standard operating procedures and IT subject matter.	X	
8	Provide service in a professional and efficient manner.	X	
9	Maintain the Help Desk Operations Policy and Procedure Manual in support of the Siemens Managed Services Event Management Methodology.	X	
10	Work with IT Management to document the IT policies and procedures for the support process.	X	
11	Create and implement a Marketing Plan to provide end-user education on Help Desk Services.	X	X
12	Require end-users follow documented IT policies and procedures, as agreed, before contacting the Help Desk.		X
13	Document whether end-users are following documented IT policies and procedures prior to contacting the Help Desk.	X	
14	Provide a site liaison to work with the Help Desk in the ongoing delivery of the service.		X
15	Require end users to place all events with the Help Desk. Those events that are discussed directly between the end-user and a vendor, including Siemens, will not be recorded or managed by the Event Management process.		X
16	Provide end-user training to meet baseline proficiency for standard productivity tools being deployed (i.e. Spreadsheet, Word Processing, Office Suite, email, etc...)		X
17	Provide a business or departmental owner (Super-user) to partner with the IT staff to efficiently and effectively use the technology within the department. The business or departmental owner will be the chartered focal point for training, documentation review and distribution, and for proactive planning, upgrading, and enhancing departmental systems in conjunction with the IT department.		X
Event Management Services			
18	Facilitate 100% event recording and management.	X	
19	Validate end-user demographics with each interaction.	X	
20	Provide end-users with the event ID upon opening Problem or Request for Service (RFS).	X	
21	Assign the appropriate priority to the Problem event according to standard definitions as specified in the Event Management Methodology policies and procedures.	X	
22	Facilitate proper classification and assignment of all events.	X	

Ref	Service Responsibility	Siemens	Customer
23	Manage escalations according to specifications detailed in the Event Management Methodology policies and procedures.	X	
24	Maintain GEMS on-call schedule for all appropriate Assign to Groups.	X	
25	Contribute to the Help Desk Routing Matrix, which provides routing assignments by application, component, or other.	X	X
26	Contribute to the Help Desk knowledge base, which provides resolution to repetitive problems by the creating - of reusable knowledge.	X	X

Appendix C (to Attachment 1 to Managed Services Supplement) – Change Order Process

The change order process will be the mechanism for accounting and implementing service changes to the Service Level Agreement. The change order as part of the SLA review process is the mechanism that will also alter performance standard measures. The Siemens will initiate the change order Process when the existing terms and conditions contained within either the System Enhancements Attachment or Service Level Agreement no longer accurately reflect the services being rendered by the Siemens Managed Services IT organization. Only after all signatures have been obtained and the change order is complete may the services identified in the change order proceed.

Sample Change Order Request Form

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

Appendix D (to Attachment 1 to Managed Services Supplement) – Glossary of Terms

Business Day – A business day is defined as Monday through Friday, excluding national and local holidays, and is calculated based on nine (9) hours.

Change Order Process – The process and authority to be used for all changes that are made that have a significant impact on the terms and conditions of the contract or Service Level Agreement between Managed Services/IT and the Customer.

Compliance Monitoring – Monitoring to determine whether a remediation plan for a particular service level specification is working.

End-User – (1) A person that uses an information system for the purpose of data processing in information exchange. (2) A person whose occupation requires the use of an information system but does not require any knowledge of computers or computer programming.

Event – A help desk occurrence, which requires action on the part of IT to complete or resolve an end-user request.

Global Event Management Systems (GEMS) – The Siemens-customized Event Management System powered by Remedy and used to track and manage help desk events.

Help Desk – Dedicated centralized resources that provide technical and functional problem-solving services and follow-up to system end-users.

Issue – Request that is resolved by the Help Desk on the first contact with the end-user.

Pending Status – The status of an event when further action is contingent upon a customer or a third party vendor task.

Performance and Escalation Management - the formal methodology by which Siemens manages all Help Desk Events.

Priority 1 – Urgent - Problems that have a direct and immediate bearing on the delivery of patient care or financial outcome; problems that arise when hardware, software, network, or applications cause a disruption to the normal business activity of an entire department or work group; problems that require immediate escalation and response.

Priority 2 – Serious - Problems that arise when the normal activities of individuals within a department or work group are disrupted.

Priority 3 – Important - Problems that arise that are not immediately disruptive to normal work activities, departments, or work groups, or a work-around exists, but requires resolution.

Problem – occurrence based on a source of trouble or disruption to service. Problems are generally not resolvable by the Help Desk and are assigned to the appropriate second-level resource to resolve.

Project – A form of service that requires a structured governance process including rules for assessment, approval, and prioritization. Projects typically encompass at least one of several attributes: (1) resource intensive, (2) high cost, (3) high impact or risk, or (4) large in scope or size. There are two classifications of projects:

General Project – a development request that meets the following criteria:

1. Requires less than forty (40) staff hours to complete including assessment time.
2. Requires a minimal assessment to be performed prior to initiating work.
3. Requires that work be initiated based upon RFS approvals and prioritization.

Tactical Project – a development request that meets the **following criteria:**

1. Requires forty (40) or more staff hours to complete including assessment time.
2. Requires a full assessment to be performed prior to initiating work.
3. Requires the mutually agreed upon IT Governance process be followed for approval and prioritization.
4. Requires that a Project Manager be assigned.

Qualified Events – An incoming event that pertains to a supported item that is within the control of the Help Desk to resolve. It does not include systems/ applications/ components that are determined to be dead, down, or failed, or not accessible to the Help Desk for Customer-specified reasons, nor does it include those events that fall outside the Help Desk control process.

Remediation Plan – action taken to correct noncompliance of a performance standard.

Request for Service (RFS) – Request that makes something more acceptable or brings nearer to some standard.

- **Request for Service (RFS) Fastpath** – A support request that adds value by improving technology or the use of technology that includes maintenance, data administration, enhancement, IMACs and installations/implementation and conversion. The Fastpath RFS requires less than 8 hours of effort to complete.
- **Request for Service (RFS) General Project** – See “Project – General”.
- **Request for Service (RFS) Tactical Project** – See “Project – Tactical”.

Root Cause Analysis - the process of evaluating, assigning, and measuring root causes.

Service Level Agreement (SLA) – A dynamic, formal document that defines services and deliverables provided by Managed Services in an agreement. Standards and maximum level of effort are included in measurable terms that enable monitoring of performance in meeting service levels. Both Customer and Managed Services/IT responsibilities are defined. The document is reviewed annually.

Stabilization Period – The mutually agreeable, post transition timeframe where the IT processes stabilize under Siemens management.

Support - the functions required to maintain the functionality and operability of the defined production IT environment, including:

- Issue & Problem Management-Activities required to repair or fix a fault, problem, or inaccuracy in the function of a software program or technology component, and any proactive measures required to prevent such a fault, problem or inaccuracy.
- Request for Service Fastpath Management-Maintenance or any changes related to application parameters including masterfile maintenance, profile maintenance, and security administration.
- Fix-related updates, upgrades, or releases³

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.

³ 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

Technology Bid

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

NOTICE

This Offer is valid for 90 days from the generation date. The prices offered are based on the total package presented below, changes in the package configuration may result in changes to the prices listed below and may also change Application implementation fee estimates. Please consult your Siemens equipment sales representative for further details.

Siemens Pharmacy V24.3

Tracking Code# 130508MW0400B

Qty	Siemens ID#	Hardware and 3rd Party SW - One Time Fee	Extended Price
1	7678803	Siemens Pharmacy Application/Database Server	\$42,152
		Total	\$42,152
Qty	Siemens ID#	Hardware and 3rd Party SW - Annual Fees ⁴	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

⁴ This fee replaces (is not in addition to) the existing Intersystems maintenance fee

Technology Bid

Customer: City & County of San Francisco

Date: May 3, 2013

Notes:

- This offer is valid for 60 days.
- Microsoft media must now be downloaded from: <https://eopen.microsoft.com/EN/default.asp>. Call the Microsoft Hotline at 800-248-0655 for details.
- External Storage requirements are not included. A SAN will need to provide storage requirements. This bid includes the server components; including fibre channel host adapters to connect to the customer's SAN. The customer should ensure that the host adapters included in this bid are compatible with the SAN.
- Oracle and other third party software licensing is included in the application licensing fees.
- This Technology Bid does not include all potential components required for OR Management/Anesthesia Management. Please refer to the Schedule 1 for all hardware and third party software requirements.

OR Management/Anesthesia Management by SIS V5.05

Tracking Code# 130514KO1100B-OR-HP

Qty	<u>Siemens</u> ID Number	Equipment and Third Party Software - One Time Fees	Extended Price
2	07680411	Interface/Print Servers	\$16,534
2	07680411	SIS Web/Analytics Servers	\$16,534
2	07680411	SIS Communications Servers	\$16,534
1	07680411	SIS COM OR Server	\$8,267
1	07680411	Citrix Server	\$29,079
2	07680411	Database Servers – Up to 30 ORs	\$18,640
1	07657427	System Rack w/Console	\$6,477
Total - One Time Fees:			\$112,065

Details of Bid include:

Interface/Print Servers

Two Servers, one Production, one Test/Training, No Load Balancing with the following:

Equipment:

- HP DL360p G8 Server
- (2) Intel Xeon E5-2640 2.5GHz 6-core Processor
- 32GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (4) 146GB 15K SAS Hard Drive
- HP 4-port 1Gb Ethernet Adapter
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License

SIS Web/Analytics Servers

Two Servers, one Production, one Test/Training, No Load Balancing with the following:

Equipment:

- HP DL360p G8 Server

- (2) Intel Xeon E5-2640 2.5GHz 6-core Processor
- 32GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (4) 146GB 15K SAS Hard Drive
- HP 4-port 1Gb Ethernet Adapter
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License

SIS 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

- 16GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (4) 146GB 15K SAS Hard Drive
- HP 4-port 1Gb Ethernet Adapter
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License
- (60) Microsoft Windows Remote Desktop Services 2008 R2 Client Access License
- (60) Citrix XenApp Enterprise Licenses with 12 Months Subscription Advantage

Database Server – Up to 30 ORs

Two Servers in an active/passive cluster with the following:

Equipment:

- HP DL380p G8 Server
- (2) Intel Xeon E5-2640 2.5GHz 6-core Processor
- 32GB of RAM
- Smart Array P420i Controller w/512MB Flash Backed Write Cache
- (2) 146GB 15K SAS Hard Drives
- HP 4-port 1Gb Ethernet Adapter
- Single Port Gigabit Ethernet NIC w/Crossover cable
- (2) QLogic Single Port 8Gb Fibre Channel HBA
- Redundant Power Supply
- 3 years of 24x7x4 Hour Response Time Equipment Maintenance
- HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License
- HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support

Third Party Software:

- Microsoft Windows Server 2012 License

System Rack w/Console

One rack with the following:

Equipment:

- HP 642 1075mm Shock Intelligent Series Rack
- 1U 17" Flat panel Monitor and keyboard Kit
- 16-Port Console Switch w/cables
- (3) 24a high voltage PDU kits. Each contains one Control Unit with four Extension Bars (Req. (3) Customer-supplied NEMA L6-30R receptacles)
- 3 Year 24X7, 4 Hour Response Time Equipment Maintenance
- Rack Integration

Technology Bid

Customer: City and County of San Francisco
Date: May 1, 2013

Notes:

- This order is valid for 60 days.
- Contact us: csgtechquotes.healthcare@siemens.com, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Imprivata – Phase 1

Tracking Code: 130501PT1530

Qty	Siemens ID	<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
Total One-Time Fees:			\$244,483

Technology Bid

Customer: City and County of San Francisco
Date: May 1, 2013

Notes:

- This order is valid for 60 days.
- Contact us: csgtechquotes.healthcare@siemens.com, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Imprivata – Phase 2

Tracking Code: 130501PT1540

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

Customer: City and County of San Francisco
Date: May 1, 2013

Notes:

- This order is valid for 60 days.
- Contact us: csgtechquotes.healthcare@siemens.com or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Imprivata – Phase 3

Tracking Code: 130501PT1550

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

**Attachment 9
CHS SIS Responsibilities**

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

Data Center & Technology Services	Responsibility Owner
Datacenter	
Provide environment control (air conditioning, humidity and pressure, fire prevention, alarm systems, uninterruptible power supply, access control infrastructure and housekeeping activities) at the Siemens ISC.	Siemens
Installations, Moves, Adds and Changes	
Install additional approved data center devices.	Siemens
Conduct performance and functional testing on new hardware.	Siemens
Adjust configuration options as required for installation.	Siemens
De-install and remove displaced hardware as required.	Siemens
Procure Hardware and Operating System (OS) Software	
Schedule and perform hardware activity in accordance with mutually agreed upon change control procedures.	Siemens
Schedule and perform OS software activity in accordance with mutually agreed upon change control procedures.	Siemens
Track all approved hardware requests.	Siemens
Track all approved OS software requests.	Siemens
Evaluate and acquire approved hardware.	Siemens
Evaluate and acquire approved OS software.	Siemens
Hardware Warranty/Maintenance Management	
Maintain eligibility for third party Siemens ISC hardware warranties, to the extent offered by vendor.	Siemens
Detect or receive notice that hardware repair/maintenance is required.	Siemens
Resolve or coordinate with third-party vendors to resolve hardware problems.	Siemens
Proactive Hardware and Software Monitoring	
Provide and implement monitoring processes and/or tools for hardware.	Siemens
Perform proactive hardware fault detection and diagnostic procedures for hardware.	Siemens
Provide and implement monitoring processes and/or tools for Operating System software, Third Party software, Citrix and application software	Siemens
Backup, Archiving and Restores	
Perform backups as scheduled or on demand.	Siemens
Perform system level data restore / data recovery as required.	Siemens
Perform application level restore/recovery as required	Siemens

Data Center & Technology Services	Responsibility Owner
Provide technical support for backup and archive process.	Siemens
Production Control and Job Management	
Develop, document and maintain procedures for monitoring and scheduling of critical processes, subject to change control procedures when a new scheduling system, application or process is added.	Siemens
Provide job-scheduling requirements.	Siemens
Maintain the job schedule.	Siemens
Resolve all problems regarding job execution in accordance with the problem management procedures and documentation provided by Customer.	Siemens
Systems Programming	
Operating System (OS) maintenance/upgrades	Siemens
OS Patch maintenance/upgrades applied within mutually agreed upon timeframe	Siemens
Third Party Software, OS tools, Citrix software maintenance/upgrades	Siemens
TCP/IP administration, maintenance/upgrades	Siemens
Application Support	
Application-level support	Customer
Administer LAN accounts (add, changes, deletes)	Customer
Application software maintenance/upgrades	Customer
Perform application software change control for user security, access control, and user education	Customer
Application file level restores	Customer
Database Administration	
Monitor database availability and connectivity	Siemens
Monitor Alert logs	Siemens
Monitor number of Oracle processes against max	Siemens
Monitor Database and Archive Log backup jobs	Siemens
Monitor Ability of Table spaces to extend and listener logs	Siemens
Manage alert log, trace files, and other log files	Siemens
Response and Follow-up to any generated alerts	Siemens
Rebuild indexes	Siemens
HW / SW Failures (Database corruption/recovery)	Siemens
Tuning of the Shared Pool and Buffer Cache Memory Structure	Siemens
Optimize Sort Operations (memory only sorts)	Siemens
Monitor and resolve latch and lock contention problems	Siemens
Generate Monthly Status Reports for Prod Databases	Siemens
Installations and Upgrade to New versions	Siemens
Operating system related issues (not supported) – work Windows system administrators to identify system-related Oracle issues and enhancements.	Siemens
Identify and resolve storage related issues	Siemens
Rollback Segment Tuning (System manages rollback segs in 10g/11g)	Siemens

Data Center & Technology Services	Responsibility Owner
Examine the execution plan and identify the access path for a SQL statement (Application related)	Siemens
SQL Tuning (Application related)	Siemens
Assess the efficiency of SQL statements using the SQL Trace facility (Application related)	Siemens
List options to enhance performance across different application environments (Application related)	Siemens
Backing up to tape or other media. If the databases backups are created on to the disks, then it is the responsibility of the customer to copy these backups to the appropriate tape or other media for disaster recovery purposes using appropriate tools.	Siemens
Storage Management	
Provide adequate storage space requirements as per contractual commitments.	Siemens
Mount, dismount, initialize and manage storage media as required or requested by Customer.	Siemens
Monitor monthly utilization of storage usage	Siemens
Initiate requests for storage resource increases and decreases.	Siemens
Provide to Siemens, annually, anticipated storage space requirements for the coming year.	Siemens
Application Disk Space Administration	
Maintain application files	Siemens
Document all changes to configurations and installations.	Siemens
Performance and Capacity Monitoring	
Monitor resource utilization performance reporting (CPU, disk and tape).	Siemens
Perform system performance tuning.	Siemens
Provide project requirements and prepare a resource requirements forecast report on an annual basis.	Siemens
Tape (or alternative media) Operation	
Respond to all tape (or alternative media) mount requests	Siemens
Identify all tapes (or alternative media) to support the tracking of the physical media utilizing supplied tape management system.	Siemens
Monitor tape (or alternative media) hardware for problems and malfunctions.	Siemens
Print and Distribution	
Provide technical support in meeting print requirements.	Siemens
Define print and distribution requirements.	Customer
Document and maintain distribution schedules and requirements.	Customer
Distribute reports and documentation as scheduled.	Customer
Define and create print forms as requested.	Customer
Approve print forms.	Customer
Hardware Inventory	

Data Center & Technology Services	Responsibility Owner
Maintain an inventory, recording changes as devices are installed and removed, and maintain an accurate database and reporting.	Siemens
Provide inventory reports as required.	Siemens
Operating Software Inventory, Licensing and Release Management	
Track software assets and licenses.	Siemens
Provide software inventory reports, as required.	Siemens
Approve software new releases and upgrades subject to change control procedures.	Shared
Install, upgrade, customize and maintain system software products (performance tools, utilities, etc.).	Siemens
Hardware Support	
Provide hardware maintenance support for all Siemens-supported environments.	Siemens
Approve hardware upgrade plan.	Shared
Install and configure hardware in accordance with change control procedures.	Siemens
Schedule and coordinate hardware maintenance in accordance with the hardware manufacturer maintenance procedures, change control procedures or as otherwise necessary to provide the services at the Service Levels.	Siemens
Track and log all hardware maintenance activities.	Siemens
Security	
Maintain Active Directory	Customer
Maintain security system file allocation	Customer
Define security rules	Customer
Apply security rules – Active Directory	Customer
Reset user passwords	Customer
Disaster Avoidance and Recovery	
Avoidance, excluding Hot Site	Siemens
Business Continuity Plan Development	Customer
Provide and update Backup and Recovery procedures for system and application data backups	Siemens
Ensure system and application data backups are executed as scheduled	Siemens
Document offsite tape vaulting procedures for system and application data backups	Siemens
Ensure offsite tape vaulting procedures for system and application data backups are executed regularly	Siemens

Attachment 10 - Updates to Exhibit D - Schedule 1

Customer: CITY & COUNTY OF SAN FRANCISCO

Date: May 10, 2013

Applications

- Soarian HIM
 - Automated Scanning Management
 - Completion Management

Release

24.09

Tracking Code: 130510LH0926

Customer Statistics

Annual Inpatient Admissions	35,500
Annual Outpatient Visits	430,000
Annual ER Visits	73,000
Annual Outpatient Surgeries	3,350
Financial System	Invision
Base and Patient Financial Services (PFS)	
Total Number of Soarian Clinical Scanned Pages Per Year	3,550
Number of Electronically Transferred Pages Per Year for Soarian Clinicals	19,157,807
Number of Electronically Transferred Pages Per Year for Soarian Clinicals Emergency Dept.	0
Number of KB for 80% of the Electronically Transferred Soarian Pages	6
Number of KB for 20% of the Electronically Transferred Soarian Pages	100
Automated Scanning Management	
Number of Scanned Pages Per Year	5,300,400
Number of Electronically Transferred Pages Per Year	3,061,439
Number of KB per Scan Page	60
Number of KB for 30% of the Electronically Transferred Pages	40
Number of KB for 70% of the Electronically Transferred Pages (Assumed Centralized Scanning)	6
Number of Concurrent Production Automated Scanning Management Workstations	
Number of Automated Scanning Management Scan Workstations	6
Number of Automated Scanning Management Reader Workstations	3
Number of Automated Scanning Management Verify Workstations	6
Number of Automated Scanning Management Batch Distribution Workstations	1
Number of Automated Scanning Management High-Speed Scanners Required	6
Retentions for Base/PFS/Automated Scanning Management/Completion	

Number of Months of Retention for Audit Database	3
--	---

Minimum Equipment and Third Party Software Requirements:

ASP Storage Allocation

- Base Storage allocation: 3,744 GB
- The Base Storage allocation will support approximately 24 months of data plus any identified backloaded data.
- Annual Storage allocation: 1,867 GB

EDM ASP Workstation - Base and Patient Financial Services

Required Equipment:

- 1.4GHz Intel Processor
- Network Interface Card
- 17" Monitor; 19" Monitor for Scanning; Dual Monitors for Pharmacist Workstations
- Keyboard and Mouse
- DVD-ROM
- 2GB RAM
- 16GB of Available Disk Space
- TWAIN compliant Scanner - Required for workstations used for scanning
- Fax Board - Required if using On-Demand Send

Required Third Party Software:

- Microsoft Windows XP Professional or Windows 7 (32 or 64 bit)
- Microsoft Windows Server 2003 or 2008 Client Access Licensing
- Microsoft Internet Explorer 8 or 9 with XML parser
- Adobe Reader 9.1.2 or X

Automated Scanning Management Workstation - Scan/Verify

Required Equipment:

- 1.0GHz Intel Processor
- 100Mb Network Interface Card
- 17" Monitor
- Keyboard and Mouse
- DVD-ROM
- 1GB RAM
- 2GB of Available Disk Space
- 32MB Video Adapter Card
- TWAIN or Kofax Compliant Scanner

Required Third Party Software:

- Microsoft Windows XP Professional
- Microsoft Windows Server 2003 or 2008 Client Access Licensing
- Microsoft Internet Explorer 7 or 8 with XML parser
- Microsoft SQL Server 2008 Client Access Licensing - Required when Microsoft SQL Server/CAL licensing model is used.
- Microsoft Access 2007 - Required for workstations running Scanning Reports
- Autonomy Teleform Licensing

Fax/Auto-Document Routing/Email to Patient (PHR) Server

Required Equipment:

- Intel Server with (1) 3.0GHz Processor Core

- 100Mb Network Interface Card
- Monitor, Keyboard and Mouse
- DVD-ROM
- 4GB RAM
- (2) 146GB SAS Hard Drives, RAID 1
- Brooktrout 4-Port Fax Board supported by Esker or 4-Port 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

Siemens Pharmacy	
Number of Concurrent Users	25
Number of Concurrent UDA Users	3
Number of Inbound Interfaces	2
Number of Entities	1
Number of Sites per Entity	1
Number of Beds	370
Number of Pharmacy Orders Per Day	1100
Number of Years to Retain Pharmacy Orders	7
Application Auditing System	
Will you be implementing Application Auditing System?	Yes
If Yes, do you wish to retain more than one year of audit data on-line?	No
Med Administration Check	
Number of Concurrent Nursing Users Administering Medications	100

Notes

- If a customer chooses to use an existing SAN, the customer must verify the SAN supports the ability to boot OpenVMS 8.4, have the ability to service the Quorum disk and implement RAID. Siemens recommends separate physical drives per label. Any issues pertaining to SAN performance, hardware, or maintenance is the responsibility of the customer. Additional implementation fees may apply when a SAN is used with the Siemens Pharmacy system.

Minimum Equipment and Third Party Software Requirements:

Pharmacy Workstation

Required Equipment:

- A 100% compatible Pentium III processor or higher (recommended minimum 1.2GHz) – capable of supporting dual video cards for Document Imaging
- 10/100 Mbit network interface card supported by the network
- 17" SVGA 1024 x 768 resolution color monitor – (2) 17" Monitors LCD recommended for Document Imaging
- Windows supported pointing device
- 512 MB RAM + Operating System minimum requirements
- 3 GB of available disk space

Required Third Party Software:

- Supported platforms include, Microsoft Windows XP Professional (32-bit) Service Pack 2 and above (this will be supported until the Microsoft Extended Support expires), Microsoft Windows 7 (32-bit mode), Microsoft Windows 2003 Terminal Server Edition.
- Microsoft Framework Version 3.5 or above
- Microsoft Access 2003, 2007, 2010 or Business Objects Crystal Reports Version 11 is required for tailoring of UDA reports
- VT emulation package, Siemens recommends NetManage RUMBA, required for text-based functionality
- WinZip 9.0 or higher is needed only if retrieving or viewing historical purge files

Point of Care Device

Point-of-care PC Workstation

Required Equipment:

- A 100% compatible Pentium III processor or higher (recommended minimum 1.2GHz)
- 10/100 Mbit network interface card supported by the network
- 15" SVGA 1024 x 768 resolution color monitor
- Wireless network interface card supported by the network
- Windows supported point device
- 512 MB RAM + Operating System minimum requirements
- 3 GB of available disk space
- 1 free USB port for Reduced Space Symbology capable barcode scanner

Required Third Party Software:

- Supported platforms include, Microsoft Windows XP Professional (32-bit) Service Pack 2 and above (this will be supported until the Microsoft Extended Support expires), Microsoft Windows 7 (32-bit mode), Microsoft Windows 2003 Terminal Server Edition
- Microsoft Framework Version 3.5 or above
- Microsoft Access 2003, 2007, 2010 or Business Objects Crystal Reports Version 11 is required for tailoring of UDA reports

Point-of-Care Tablet

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

Required Third Party Software:

- Microsoft Access 2003, 2007, 2010 or Business Objects Crystal Reports Version 11 is required for tailoring of UDA reports

Existing Application/Database Server consists of:

Hp Alpha Server ES45 M2B with (2) 68/1000MHz processors
41U Tall M Series Cabinet, with redundant 240V PDUs with N+1 power redundancy
16X DVD Rom
1.44MB floppy drive
PCI to dual 10/100 Ethernet
3GB memory
dual StorageWorks 2Gbit Fibre Channel Host Bus Adapters
(8) 36GB 15K rpm disk drives, to be housed in internal drive cages
2.86/5.72TB SDLT220 (1DR/26SLOT), with dedicated single channel adapter
(15) SDLT 110/220 tape cartridges
CompuServe 3800 Plus modem
15" flat panel LCD display and 104 key keyboard with trackball
Unlimited Concurrent OVMS User License
OVMS Alpha Documentation on 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

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

Applications

OR Management by SIS
Anesthesia Management by SIS

Release

V5.0.5
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	ExitCare Equipment: <ul style="list-style-type: none"> • HP DL360p G8 Server - 1U • (1) Intel Xeon E5-2640 2.5GHz 6-core Processor • (8)GB of RAM • DVD-ROM Drive • Smart Array P420i Controller • (3) HP 146GB 6G SAS 15K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive • HP 512MB P-series Smart Array Flash Backed Write Cache • HP 4-port 1Gb Ethernet Adapter • Redundant Power Supply Support: <ul style="list-style-type: none"> • 3 years of 24x7x4 Hour Response Time Equipment Maintenance • *Server ships with no O/S . • HP Insight Control with 1yr 24x7 Technical Support & Updates Single Server License • HP 3 year 24x7 Insight Control Environment ML-DL-BL SW Support <p>The estimated SQL Database size, for year one (1), is 8 GB</p>	\$5,917
1	07680411	(1) Microsoft Windows Server Standard 2012 Single Open Lic Program 2 Processor	\$680
1	07680411	(1) Microsoft SQL 2012 Standard Edition License	\$850
Total One-Time Fees:			\$7,447

Customer: CITY & COUNTY OF SAN FRANCISCO
Date: May 10, 2013

Notes:

- This offer is valid for 60 days from the bid date.
- The individual line item prices are provided for Customer's convenience. Individual items cannot be purchased for the prices below without purchasing all of the items in the Siemens proposal. Removal or modification of any single line item will affect the prices of the remaining items
- Customer to supply an Enterprise Tape System for backup.
- The Automated Scanning Management Test Workstation is the only PC quoted in this bid. Other workstations may be quoted upon request.
- Additional Automated Scanning Management scanners will require additional Autonomy Teleform Licensing.
- Automated Scanning Management scanners are Customer-installable or Customers can submit a PSR for installation assistance.

Soarian Enterprise Document Management v24.09

Tracking Code: 130510LH0926

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

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

Technology Bid

Customer: City and County of San Francisco
Date: August 31, 2012

Notes:

- This order is valid for 30 days.
- Contact us: csgtechquotes.healthcare@siemens.com, call 800-678-6818, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Lakeside Software

Tracking Code: 120831PT1300

Qty	Siemens ID	<u>Equipment and Third Party Software – One Time Fees</u>	Extended Price
120	07680411	Lakeside Software SysTrack Concurrent User Lic 10Pk ESD	\$78,000
120	07680437	Lakeside Software SysTrack Concurrent User Lic 10Pk Annl SW Assurance ESD	\$18,720
Total One-Time Fees:			\$96,720

Technology Bid

Customer: City and County of San Francisco
Date: August 31, 2012

Notes:

- This order is valid for 30 days.
- Contact us: csgtechquotes.healthcare@siemens.com, call 800-678-6818, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Lakeside Software

Tracking Code: 120831PT1315

Qty	Siemens ID	<u>Equipment and Third Party Software – One Time Fees</u>	Extended Price
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
Total One-Time Fees:			\$84,630

Technology Bid

Customer: City and County of San Francisco
Date: August 31, 2012

Notes:

- This order is valid for 30 days.
- Contact us: csgtechquotes.healthcare@siemens.com, call 800-678-6818, or fax 610-448-4761.
- Implementation to be provided by Customer or via Siemens Professional Services request.

Lakeside Software

Tracking Code: 120831PT1330

Qty	Siemens ID	<u>Equipment and Third Party Software – One Time Fees</u>	Extended Price
100	07680411	Lakeside Software SysTrack Concurrent User Lic 10Pk ESD	\$65,000
100	07680437	Lakeside Software SysTrack Concurrent User Lic 10Pk Annl SW Assurance ESD	\$15,600
Total One-Time Fees:			\$80,600

City and County of San Francisco
- Siemens Annual Payment Exhibit

- July 1, 2010, Updated January 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

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
RCO								
Support and Services	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 21,448,148
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 ¹	-	803,259	313,980	313,980	313,980	313,980	313,980	2,373,159
<i>MLI 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 ² SIS, HDX, MS, HIM, etc... Includes ICO Application.	-	-	1,807,227	2,971,147	2,539,308	2,269,139	2,269,139	11,855,960
RCO - Existing and New Applications SubTotal	\$ 3,507,788	\$ 4,889,978	\$ 7,256,979	\$ 6,718,785	\$ 7,728,586	\$ 6,032,899	\$ 6,032,899	\$ 44,168,912
Taxes & CPI								
Taxes	316,014	320,551	316,014	321,871	327,729	327,729	327,729	2,257,637
CPI - Maximum	-	-	134,210	139,579	145,162	150,968	157,007	726,927
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	6,196	6,446	6,703	31,036
HDX Excess	-	50,546	-	-	-	-	-	50,546
PSR's	-	11,400	-	-	-	-	-	11,400
Amendment Dated June, 2013 ² SIS, HDX, MS, HIM, etc... Includes ICO Application.	-	-	52,471	216,636	327,352	321,811	319,206	1,237,477
Taxes & CPI Subtotal	\$ 316,014	\$ 413,713	\$ 538,253	\$ 713,874	\$ 836,269	\$ 836,782	\$ 840,474	\$ 4,485,379
Total RCO	\$ 3,823,801	\$ 5,303,691	\$ 7,795,233	\$ 9,432,659	\$ 8,564,854	\$ 6,869,681	\$ 6,873,373	\$ 48,654,291
In-house (ICO) Exhibit								
In-house								
Support and Services	\$ 213,808	213,808	213,808	213,808	213,808	213,808	213,808	1,486,656
New Applications/Services and Account Management	194,970	202,320	202,320	202,320	202,320	202,320	202,320	1,408,890
In-house - Existing and New Applications Subtotal	\$ 408,778	\$ 416,128	\$ 416,128	\$ 416,128	\$ 416,128	\$ 416,128	\$ 416,128	\$ 2,895,546
Taxes & CPI								
Taxes Subtotal	21,301	22,290	22,290	22,290	22,290	22,290	22,290	155,039
CPI - Maximum	-	-	17,504	16,204	16,932	19,689	20,477	94,806
Taxes & CPI Subtotal	\$ 21,301	\$ 22,290	\$ 39,793	\$ 40,494	\$ 41,222	\$ 41,979	\$ 42,767	\$ 249,844
Total In-house	\$ 430,079	\$ 438,418	\$ 455,921	\$ 456,622	\$ 457,350	\$ 458,107	\$ 458,895	\$ 3,145,390
GRAND TOTAL w/ TAXES and CPI Max	\$ 4,253,880	\$ 5,742,108	\$ 8,251,154	\$ 9,889,280	\$ 9,023,204	\$ 7,327,788	\$ 7,332,267	\$ 51,819,682

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2012

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		CONTACT NAME: PHONE (A/C, No, Ex): E-MAIL: ADDRESS:		FAX (A/C, No):	
100129-MSUSA-12/13 MSUSA Yes		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED SIEMENS CORPORATION INCLUDING: SIEMENS MEDICAL SOLUTIONS USA, INC. 170 WOOD AVENUE SOUTH ISELIN, NJ 08830		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:			

COVERAGES **CERTIFICATE NUMBER:** NYC-005642896-20 **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.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L 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	AUTOMOBILE LIABILITY <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 \$			CLD1110204	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WA563D004334012 (ACS) WC5631004334022 (OR, WI) EW763N004334042 (WA) "\$500K LIMIT / \$500K SIR"	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EXCESS LIABILITY			XLD1110304	10/01/2012	10/01/2013	9,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER **CANCELLATION**

CITY AND COUNTY OF SAN FRANCISCO ATTN: ROBERT LONGHITANO 101 GROVE STREET SAN FRANCISCO, CA 94102-4505	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>
---	--

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

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 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.

NRH/ENVY 130514

FILE NO. 100752

RESOLUTION NO. 318-10

1 [Approval of Contract with Siemens Medical Solutions USA, Inc. - Not Exceed \$33,820,487]

2
3 Resolution authorizing the San Francisco Department of Public Health, to enter into a
4 contract with Siemens Medical Solutions USA, Inc. (Siemens) for the continued
5 licensing and maintenance of proprietary Siemens Applications for the initial term of
6 July 1, 2010, through June 30, 2017, with one option to extend the initial term for an
7 additional twenty four months ending June 30, 2019.

8
9 WHEREAS, DPH has entered into two current Agreements with Siemens as the
10 principal vendor of clinical and financial applications for the Department of Public Health and
11 Community Health Network known as the Product and Professional Services Contract and
12 Remote Computing Option; and

13 WHEREAS, The terms of these existing contracts expire on June 30, 2012; and

14 WHEREAS, DPH and Siemens wish to terminate the existing contracts and consolidate
15 the services into one contract with a seven-year term, which includes the two remaining years
16 of the existing contracts plus an additional five years, in order to achieve operational
17 efficiencies and realize ongoing budget savings; and,

18 WHEREAS, The Health Commission has approved the consolidation of the existing
19 contracts in order to achieve operational efficiencies and budget savings; and,

20 WHEREAS, The cost of the initial term of the consolidated contract would not exceed
21 Thirty Three Million Eight Hundred Twenty Thousand Four Hundred Eighty Seven Dollars
22 (\$33,820,487); and

23 WHEREAS, Siemens has agreed to fully indemnify the City in cases of infringement in
24 compliance with Administrative Code Section 21.21; and



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 100752

Date Passed: July 13, 2010

Resolution authorizing the San Francisco Department of Public Health, to enter into a contract with Siemens Medical Solutions USA, Inc., for the continued licensing and maintenance of proprietary Siemens Applications for the initial term of July 1, 2010, through June 30, 2017, with one option to extend the initial term for an additional twenty four months ending June 30, 2019.

July 13, 2010 Board of Supervisors - ADOPTED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell and Mirkarimi

File No. 100752

I hereby certify that the foregoing Resolution was ADOPTED on 7/13/2010 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor Gavin Newsom

July 23, 2010

Date Approved

130514

INFORMATION TECHNOLOGY AGREEMENT

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SIEMENS MEDICAL SOLUTIONS USA, INC.

Effective July 1, 2010

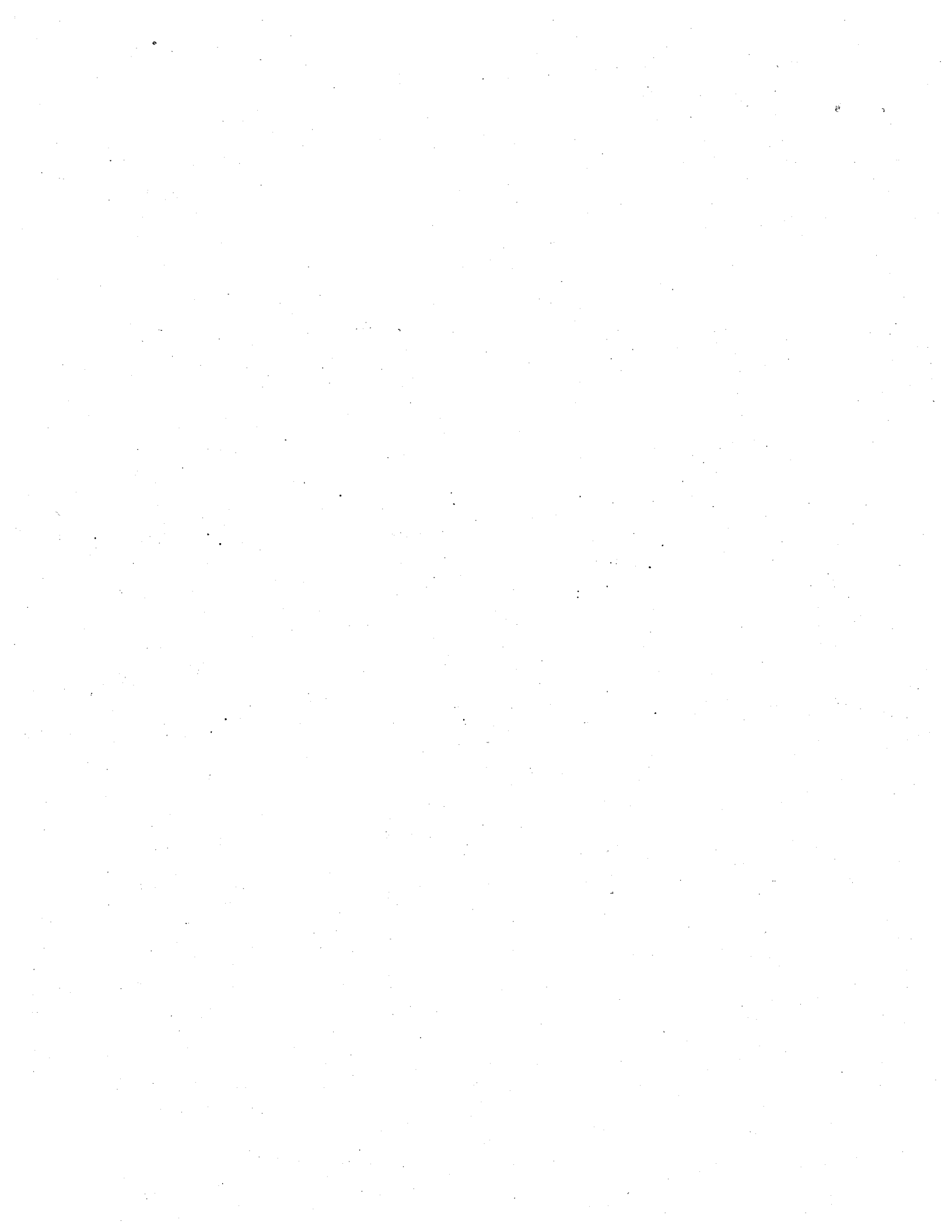


TABLE OF CONTENTS

1. DEFINITIONS.....	2
1.1. 2007 PPS Agreement.....	2
1.2. 2007 RCO Agreement.....	2
1.3. Acceptance.....	2
1.4. Acceptance Test.....	2
1.5. Adaptation.....	2
1.6. Agreement.....	2
1.7. Application(s).....	2
1.8. Authorization or Authorized.....	3
1.9. Certification and Date of Certification.....	3
1.10. Controller.....	3
1.11. Covered Claims.....	3
1.12. Custom Programming.....	3
1.13. Delivery or Delivery Date.....	3
1.14. Director.....	3
1.15. Documentation.....	3
1.16. Enterprise Access Directory or EAD.....	3
1.17. Equipment.....	3
1.18. Existing Applications.....	4
1.19. Final Acceptance.....	4
1.20. First Productive Use.....	4
1.21. Health Data Exchange or HDX.....	4
1.22. Initial Acceptance.....	4
1.23. Initial User Network.....	4
1.24. Installation.....	4
1.25. INVISION Application.....	4
1.26. ISC.....	4
1.27. LCR Application.....	4
1.28. Licensed Applications.....	4
1.29. Licensed Content.....	5
1.30. Module.....	5
1.31. Municipal Area Network or MAN.....	5
1.32. Non-Provider User.....	5
1.33. OAS Application.....	5
1.34. OPENLink Application.....	5
1.35. PSR.....	5
1.36. Purchaser.....	5
1.37. Recurring Fees.....	5
1.38. Release.....	5
1.39. RCO System Applications.....	6
1.40. Specifications.....	6
1.41. System.....	6
1.42. System Component(s).....	6
1.43. Third Party Software.....	6
1.44. Update.....	6
1.45. User.....	6
1.46. User Network.....	6
1.47. Version.....	6
1.48. Warranty Period and Initial Warranty Period.....	6
1.49. Wide Area Network.....	6
1.50. Workplan.....	7
2. GRANT OF LICENSE.....	7

- 3. TERM.....7**
- 3.1. Term7
- 4. RCO SYSTEM APPLICATIONS AND LICENSED APPLICATIONS7**
- 4.1. Data To Be Processed at ISC7
- 4.2. Adaptations.....7
- 4.3. Initial User Network7
- 4.4. Additions To User Network8
- 4.5. RCO System Applications License.....8
- 4.6. Licensed Applications9
- 4.7. Additional Licensed Applications9
- 4.6 Data to be Processed at CCSF.....9
- 4.7. Proprietary Rights.....9
- 4.4. Commencement of License9
- 4.5. No Fee For Updates, Etc.9
- 5. ESCROW OF SOURCE CODES.....9**
- 6. UTILITY LINES.....10**
- 7. WORKPLAN, INSTALLATION, AND FIRST PRODUCTIVE USE.....10**
- 7.1. Implementation of Workplan.....10
- 7.2. Workplan Schedule10
- 7.3. Failure To Comply With Workplan.....10
- 8. SYSTEM COMPONENT DOCUMENTATION.....11**
- 8.1. Softcopy11
- 8.2. Revision or Additional Documentation11
- 8.3. CCSF Use of Documentation11
- 9. PAYMENT.....11**
- 9.1. Fees.11
- 9.2. Professional Service Fees.....11
- 9.3. Travel and Living Expenses11
- 9.4. Method of Invoice for Professional Services and Other Expenses12
- 9.5. General Payment Provisions.....12
- 10. PAYMENT DOES NOT IMPLY ACCEPTANCE.....12**
- 11. TERMS OF USE OF SYSTEM.....12**
- 11.1. Use Restrictions.....12
- 11.2. Other Permitted Uses.....13
- 12. QUIET ENJOYMENT13**
- 13. TITLE TO APPLICATIONS AND AUTHORITY TO LICENSE13**
- 13.1. Title13
- 13.2. Authority to Contract.....13
- 14. INSTALLATION.....13**
- 14.1. Installation Services.....13
- 14.2. Performance of Siemens Installation Tests.....14
- 14.3. Notice of Installation14
- 15. CCSF ACCEPTANCE TESTS.....14**
- 15.1. Component Acceptance Tests14

15.1.A. Preliminary Component Acceptance Test (Installation).....	14
15.1.B. Integrated Component Acceptance Test.....	15
15.1.C. Final Component Acceptance Test.....	15
15.2. Final System Acceptance Test.....	15
15.3. Failure of Integrated Component Acceptance Test, Final Component Acceptance Test or Final System Acceptance Test.....	16
16. SUPPORT	16
17. ADMINISTRATION OF AGREEMENT – SIEMENS RESPONSIBILITIES.....	19
17.1. Project Manager	19
17.2. Siemens Staff Approval.....	19
17.3. Oral Reports	19
17.4. Written Reports	20
18. ADMINISTRATION OF AGREEMENT - CCSF.....	21
18.1. Designation of Project Manager and Duties	21
18.2. Security Measures	21
19. SUBCONTRACTORS	21
19.1. Approval.....	21
19.2. Indemnity for Subcontractors' Acts	22
19.3. Siemens Obligations Remain Unchanged.....	22
20. DATA BACKUP AND DISASTER PLAN.....	22
20.1. Data Backup	22
20.2. Disaster Plan.....	22
20.3. Disaster Avoidance.....	22
20.4. Disaster Recovery.....	23
20.5. Maintenance of Safeguards	24
21. SIEMENS' REPRESENTATIONS AND WARRANTIES	24
21.1. System and System Component Performance Warranty.....	24
21.2. Correction, Repair, or Replacement	25
21.3. Performance Criteria	25
21.4. Service.....	25
21.5. Assignment of Warranties	25
21.6. Incorporation of Applicable Laws	25
21.7. Siemens' Representations	26
21.8. Litigation Warranty	26
21.9. Virus Warranty.....	26
21.10. Insurance Premiums	26
21.11. Warranty Limits.....	26
22. INTERNAL DISPUTE RESOLUTION.....	26
22.1. Intent	26
22.2. Informal Resolution.....	27
22.3. Formal Resolution	27
22.4. Formal Dispute Resolution Process Not Mandatory	27
23. TERMINATION.....	28
23.1. Termination For Cause	28
23.2. Transition on Termination or Expiration.....	28
24. PAYMENT UPON TERMINATION	28
25. WITHHOLD REMEDY.....	29

26. FORCE MAJEURE	30
27. LIMITATION OF REMEDY.....	30
28. INSURANCE AND INDEMNITY.....	30
28.1. Required Insurance Coverages	30
28.2. Claims Made Coverages.....	31
28.3. Endorsements and Policy Language.....	31
28.4. Subcontractors To Be Insured	31
28.5. Cancellation or Lapse of Insurance	31
28.6. Other Insurance Requirements	32
29. INDEMNITY FOR INJURY TO PERSONS AND TANGIBLE AND INTANGIBLE PROPERTY.....	32
29.1. Siemens' Indemnity.....	32
29.2. CCSF's Indemnity.....	33
29.3. Indemnity Re Copyright, Patent, Trademark Infringement.....	33
29.4. Indemnity Re Confidential Information.....	34
30. MODIFICATION OF AGREEMENT AND PSRS	34
31. PROPRIETARY INFORMATION OF CCSF AND SIEMENS.....	35
31.1. Restricted Information.....	35
31.2. Rights to and Protection of Applications.....	35
31.3. Protection of Trade Secrets.....	35
31.4. Equitable Remedies.....	35
32. CONFIDENTIALITY AND MAINTENANCE OF RECORDS	35
32.1. Compliance with Federal and State Confidentiality Requirements.....	35
32.2. Confidentiality of CCSF Data	35
32.3. Third Party Discovery Requests	36
32.4. Survival of Confidentiality.....	36
32.5. Equitable Remedies.....	36
32.6. Work Papers To Be Maintained: Property of CCSF.....	36
32.7. Employment Non-Solicitation	36
33. CONFLICT OF INTEREST.....	36
33.1. Compliance with Conflict of Interest Laws	36
33.2. No Financial Interest of CCSF Representatives	36
33.3. No Influence by Siemens Representatives.....	36
34. AUDIT, INSPECTION AND EXAMINATION OF RECORDS.....	37
34.1. Maintenance of Books and Audit Rights.....	37
34.2. Payment Adjustments.....	37
34.3. Verification of CCSF Costs by Government	37
34.4. Bankruptcy and Liquidation.....	37
35. ASSIGNMENT	38
36. WAIVER	39
37. INDEPENDENT CONTRACTOR.....	39
37.1. Siemens Responsibility for Payment to Employees; Indemnity.....	39
37.2. No CCSF Benefits for Siemens.....	39
37.3. Conduct of Parties.....	40
37.4. Personnel and Equipment.....	40

38. TRANSITION FROM 2007 AGREEMENTS.....	40
38.1. Termination of Obligations Under 2007 Agreements.....	40
38.2. Commitment to Limit Disclosure Regarding Transition from 2007 Agreements.....	40
38.3. Release Relating to 2007 Agreements.....	40
38.4. Section 1542 Waiver Relating to 2007 Agreements.....	41
39. NON-DISCRIMINATORY EMPLOYMENT PRACTICES.	41
39.1. Siemens Shall Not Discriminate.....	41
39.2. Subcontracts.....	41
39.3. Non-Discrimination in Benefits.....	41
39.4. Condition to Contract.....	41
39.5. Incorporation of Administrative Code Provisions by Reference.....	41
40. LOCAL BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES.....	42
40.1. The LBE Ordinance.....	42
40.2. Compliance and Enforcement.....	42
41. TERMINATION FOR UNAVAILABILITY OF FUNDS.....	42
41.1. Right To Terminate.....	43
41.2. Payment For Services.....	43
41.3. Reinstatement.....	43
42. TAXES.....	43
43. AGGREGATED DATA.....	43
44. INTERPRETATION OF AGREEMENT.....	43
44.1. Conflict Between Agreement and Exhibits.....	43
44.2. Choice Of Law.....	43
44.3. Venue.....	43
44.4. Agreement Drafted By All Parties.....	44
44.5. Terminology.....	44
44.6. Section Headings.....	44
45. NOTICES.....	44
46. ENTIRE AGREEMENT.....	45
47. SEVERABILITY.....	45
48. MAC BRIDE PRINCIPLES -- NORTHERN IRELAND.....	45
49. DRUG FREE WORK PLACE.....	45
50. TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN.....	45
51. RESOURCE CONSERVATION.....	45
52. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.....	45
53. BETA TESTING.....	46
54. EARNED INCOME CREDIT (EIC) FORMS.....	46
55. LIMITATIONS ON CONTRIBUTIONS.....	46

56. REQUIRING MINIMUM COMPENSATION FOR EMPLOYEES.....	47
57. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES	48
58. FIRST SOURCE HIRING PROGRAM.....	49
59. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS.....	52
60. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC.....	52
61. SERVICES PROVIDED BY ATTORNEYS	53
63. PROTECTION OF PRIVATE INFORMATION.....	53
64. GRAFFITI REMOVAL.....	53
65. FOOD SERVICE WASTE REDUCTION ACT	54
66. HIPAA	54
67. COOPERATIVE DRAFTING.....	54
68. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES.....	54

INFORMATION TECHNOLOGY AGREEMENT

This Information Technology Agreement (this "Agreement"), between the City and County of San Francisco, a municipal corporation ("CCSF"), and Siemens Medical Solutions USA, Inc. ("Siemens"), a Delaware corporation, is effective for a period of ten years. This Agreement supersedes the 2007 RCO Agreement (defined below) and the 2007 PPS Agreement (defined below) as provided in Section 38 below. The effective date of this Agreement is July 1, 2010.

RECITALS

A. Approval for this Agreement was obtained from a Civil Service Commission Notice of Action for Contract Numbers 4158-06/07, dated 5/21/2007 and 4167-09/10, dated 6/21/2010

B. To continue to improve patient care, continue to prepare for national and state health care reform efforts, and continue to respond to market demands requiring the delivery of health care in a managed care environment, CCSF has sought and continues to seek to operate its public health services in a manner that fully integrates all aspects of its patient care services. A central element of CCSF's public health care integration effort is the expansion of its health care information systems to enable its User Network (defined below) to freely exchange and share, as appropriate, not only traditional patient accounting and billing information, but also detailed clinical-level data, that will be used to (1) improve patient care, (2) improve professional and staff productivity, (3) enhance measurement of patient satisfaction and outcomes, and (4) comply with regulatory and accreditation agency reporting requirements. The expanded health care information systems will assist CCSF to manage its payor contracts and retrieve patient care and financial and cost information as required in a managed care environment.

C. To meet the foregoing goals, CCSF is continuing to implementing an integrated public health care system that, among other things, will link through its information systems all provider participants throughout the full spectrum of patient care services, including, but not limited to, trauma care, acute care, long term care, community-oriented primary care, mental health and substance abuse, and related administrative, research, and clinical functions. Specifically, CCSF intends to make available to its User Network multiple software applications to produce a functional and unified view of health care delivery throughout the CCSF public health care system, which is capable of evolving to meet the changing needs of health care delivery as mandated by the state and federal government and accreditation agencies.

D. Siemens acknowledges that as health care organizations continue to merge and align with each other, they face the complex challenge of building a communication infrastructure (or electronic highway) that electronically links the different parts of their own organizations with each other, as well as with those of a variety of external parties. Siemens represents that it has the professional skills and technological capabilities required to integrate these health care networks electronically.

E. Siemens has demonstrated that it offers open systems solutions that permit its customers to interconnect the disparate operational systems, products, and technologies of new network members without major changes to any of the individual systems. In particular, Siemens' interface engine (OPENLink) acts as a central communications hub that interfaces any system or application to another, using any protocol or data format. This interface engine enables Siemens' clients to rapidly transmit and

receive information to and from Siemens and non-Siemens systems and throughout their health care networks.

F. Both parties acknowledge that a principal objective of CCSF in entering into this Agreement is to ensure that its information systems deliver the functionality to enable CCSF to achieve the objectives stated above. It is understood that Siemens will deliver System Components (defined below) in accordance with the Workplan (defined below) and other time requirements provided in this Agreement, which together shall constitute the System (defined below).

AGREEMENT

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions. The following terms, when used in this Agreement, shall have the following meanings:
 - 1.1. "2007 PPS Agreement" shall mean that certain Products and Professional Services Agreement between CCSF and Siemens with an effective date of July 1, 2007, as amended from time to time. That agreement is being terminated as provided in Section 38 below
 - 1.2. "2007 RCO Agreement" shall mean that certain Remote Computing Systems Agreement between CCSF and Siemens with an effective date of July 1, 2007, as amended from time to time. That agreement is being terminated as provided in Section 38 below
 - 1.3. "Acceptance" shall mean the date on which the Director or designee certifies in writing that a System Component or System performs as provided in this Agreement and in accordance with CCSF's Final Component Acceptance Test criteria pursuant to the procedures and criteria set out in Section 15 herein.
 - 1.4. "Acceptance Test" shall mean the testing, performed by CCSF to determine if a System Component or the System (as applicable) performs in accordance with the terms of this Agreement, pursuant to the procedures and criteria set out in Section 15 herein.
 - 1.5. "Adaptation" shall mean the non-programming alteration of Applications utilizing on-line architectural support software, including the OAS Application, and other user-controlled features provided by Siemens (e.g., the creation, deletion, and alteration of screens, pathways, reports, profiles, documents, data dictionary elements, transactional control lists, and master files; document routing and printing, and altering job control lists).
 - 1.6. "Agreement" shall mean this Information Technology Agreement and all of its Exhibits which are attached hereto and incorporated herein by this reference.
 - 1.7. "Application(s)" shall mean individually each, and collectively all, of the computer software provided by Siemens under this Agreement, as listed on Exhibits A and C attached hereto, and all computer software provided by Siemens in the future under this Agreement pursuant to mutually executed PSRs, exclusive of Adaptations, whether accessed by CCSF remotely or licensed to CCSF for use on its MAN, provided, however, that third-party software, acquired by CCSF from Siemens, and which is not utilized by Siemens to provide any aspect of the System or a System

Component (defined below), and which is not warranted or serviced by Siemens, shall not be deemed an Application unless mutually agreed to by the parties in writing.

1.8. “Authorization” or “Authorized” shall mean for this Agreement, an amendment or modification under Section 30, or a PSR authorized in accordance with applicable CCSF internal policies.

1.9. “Certification” and “Date of Certification” mean, respectively, written certification by the Controller that there is a valid appropriation from which the expenditure of the amount required for this Agreement, an amendment or modification, or a future PSR may be made and that sufficient unencumbered funds are available in the treasury to the credit of such appropriation to pay the amount of such expenditure when it becomes due and payable; and the date that Certification is made.

1.10. “Controller” shall mean the Controller of the City and County of San Francisco or designated agent.

1.11. “Covered Claims” shall mean those claims that are or would be covered under the Data Processing, Errors and Omissions insurance policy as specified in Section 28 or the insurance required under Section 27.

1.12. “Custom Programming” shall mean the alteration of existing Siemens source codes or the writing of new source codes by Siemens at CCSF’s request, including but not limited to interfaces and file conversions. For purposes of this Agreement, Custom Programming does not include Updates, Releases, Versions, corrections, or remedial or warranty programming.

1.13. “Delivery” or “Delivery Date” mean, with respect to (a) an Application or an item of Custom Programming, the date on which that item is available to CCSF for testing or Adaptation; (b) Equipment installed by a manufacturer, the date on which that manufacturer certifies to CCSF that such Equipment is installed and operational according to manufacturer’s procedures in effect on the date of installation; and (c) all other Equipment, CCSF-installable Applications and Documentation, the date on which that item is physically delivered to CCSF.

1.14. “Director” means the Director of Public Health or designated agent.

1.15. “Documentation” shall mean all manuals, and technical information, including those made available as described in Section 8.2, prepared by Siemens sufficient to enable trained System Users to understand the functionality of and how to use the Applications and architectural tools provided under this Agreement.

1.16. “Enterprise Access Directory” or “EAD” shall mean the System Component consisting of the “Enterprise Access Directory” Application and its Documentation, including but not limited to any and all Updates, Releases and Versions to such Application as may generally be made available by Siemens, including all source coding Modules to be provided under this Agreement as set forth on Exhibit A, Documentation and any other items comprising such software.

1.17. “Equipment” shall mean the applicable computer hardware (i.e., CPU, terminals, printers, controllers) listed in Exhibit D, Schedule 1 / Hardware Configuration, attached hereto, and such other computer or telecommunications hardware used, or to be used, by CCSF to operate the System during the term of this Agreement.

1.18. “Existing Applications” shall mean the Applications currently in productive use at CCSF and designated as such on Exhibit A under an “Existing Applications” heading.

1.19. “Final Acceptance” shall mean the date on which the Director or designee certifies in writing that the System performs as provided in this Agreement and in accordance with CCSF’s Final System Acceptance Test criteria pursuant to the procedures and criteria set out in Section 15.2 herein.

1.20. “First Productive Use” shall mean the date any System Component is first used for the day-to-day operations of CCSF in processing data. First Productive Use of a System Component cannot occur prior to Integrated Component Acceptance of the System Component.

1.21. “Health Data Exchange” or “HDX” shall mean the System Component consisting of the Health Data Exchange services, including, but not limited to use of the HDX Application(s), as described in its Documentation and Part II of Exhibit A, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens, and all source coding, as provided herein, tapes, disks, Modules to be provided under this Agreement as set forth on Part II of Exhibit A, Documentation, and any other items comprising such software or service.

1.22. “Initial Acceptance” shall mean with regard to each System Component, the date the Director or designee certifies in writing the System Component performs as provided in this Agreement and in accordance with CCSF’s Initial Acceptance Test criteria pursuant to the procedures and criteria set out in Section 15 herein.

1.23. “Initial User Network” shall mean the User’s Network as set forth on Exhibit O.

1.24. “Installation” shall mean the process Siemens performs to make the System and System Components available for CCSF’s use, testing, and training, and “Installed” shall mean, as to a System Component, the date on which a System Component passes CCSF’s Preliminary Component Acceptance Test, as described in Section 15.

1.25. “INVISION Application” shall mean the System Component consisting of the “INVISION Applications” as described in its Documentation, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens, and all source coding as provided herein, Modules to be provided under this Agreement as set forth on Exhibit A, Documentation, and any other items comprising such software.

1.26. “ISC” means the Siemens Information Services Center designated by Siemens.

1.27. “LCR Application” shall mean the System Component consisting of the “Lifetime Clinical Record” Application as described in its Documentation, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens and all source coding, as provided herein, Modules to be provided under this Agreement as set forth on Exhibit A, Documentation, and any other items comprising such software.

1.28. “Licensed Applications” shall mean the System Components that are installed and operated on CCSF’s MAN and are designated as such on Exhibit A, attached hereto, including but not limited to any and all Updates, Releases and Versions to such Applications as may generally be made available by Siemens, and all source coding, as provided herein, Modules to be provided under this Agreement, Documentation and any other items comprising such software. In the event any additional

applications are licensed from Siemens under this Agreement to be installed and operated on CCSF's MAN pursuant to a PSR or amendment as may be applicable, such additional applications shall thereafter be included in the definition of Licensed Applications.

1.29. "Licensed Content" shall mean information or templates that Siemens has embedded into the Applications, or that Siemens licenses or resells to its customers in electronic media for use in or with an Application, such as order entry starter sets, nursing assessment pathways, bill form templates, or CPT codes.

1.30. "Module" shall mean a unit of an Application that has its own discrete function.

1.31. "Municipal Area Network" or "MAN" shall mean CCSF's internal physical network consisting of Novell, DEC and other local area networks, routers, controllers, VAX and other client servers, third party software packages, terminals, printers, and user devices and other computer and/or telecommunications equipment.

1.32. "Non-Provider User" shall mean payors, regulatory agencies, accreditation agencies and other similar entities who shall have access and use of the System and System Components solely to transmit data to and receive data from the System. In no event shall a Non-Provider User make use of the System or System and Components to operate its business other than as specified above.

1.33. "OAS Application" shall mean the System Component consisting of the "Online Architectural Software Application" as described in its Documentation, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens, Modules to be provided under this Agreement as set forth on Exhibit A, and any other items comprising such software.

1.34. "OPENLink Application" shall mean the System Component consisting of the "OPENLink" Application as described in its Documentation, including but not limited to any and all Updates, Releases, and Versions to such Application as may generally be made available by Siemens, and all coding (i.e. object code and source code as provided herein) tapes, disks, Modules, Documentation and any other items comprising such software.

1.35. "PSR" shall mean a Siemens document entitled Professional Services Request, which shall be used by CCSF to order from Siemens any professional services not provided for in this Agreement, and any Custom Programming not described in this Agreement, and which must be signed by both Siemens and CCSF and receive Authorization by CCSF as provided herein in order to be effective.

1.36. "Purchaser" means the Director of Purchasing of the City and County of San Francisco or designated agent.

1.37. "Recurring Fees" shall mean any fees due under this Agreement that are billed or due on a predictable periodic basis, including without limitation, term license fees, ASP fees, RCO fees, EDI support and processing fees and other support fees, but does not include WAN fees, Equipment or Third Party Software maintenance fees, Licensed Content subscription fees or other such fees which Siemens collects for the benefit of its vendors or other third parties.

1.38. "Release" shall mean a redistribution of an Application containing an aggregation of Updates, and functional, operational, and/or performance improvements, including but not limited to changes effectuating federal and state regulatory changes.

1.39. "RCO System Applications" shall mean the System Components consisting of Applications that are accessed remotely by CCSF at the ISC, and are designated as RCO or ASP on Exhibit A, attached hereto. In the event any additional System Components are obtained from Siemens under this Agreement to be accessed remotely by CCSF pursuant to a PSR or amendment as may be applicable, such additional System Components shall thereafter be included in the definition of RCO System Applications.

1.40. "Specifications" shall mean the written documentation and materials describing the technical specifications, the functionality, and how to use the Custom Programming mutually agreed to by CCSF and Siemens.

1.41. "System" shall mean the operation of all System Components in a functionally integrated manner, with each System Component interfacing with the others, enabling the Users to have a unified view of the financial, administrative, clinical, or other information relating to patient care, in addition to the ability to access or input such other information, to, from, or between, any System Component as provided under this Agreement.

1.42. "System Component(s)" shall mean individually each, and collectively all, of the separate Applications obtained by CCSF under this Agreement, including Licensed Applications, RCO System Applications, all Custom Programming, Custom Program specifications provided by Siemens, Equipment designated on Exhibit A, and Wide Area Network.

1.43. "Third Party Software" shall mean operating system software and other software, excluding Applications, developed by parties other than Siemens, including without limitation those which CCSF obtains through Siemens as well as those which Siemens specifies as required for CCSF to obtain separately.

1.44. "Update" shall mean a change in an Application initiated by Siemens, which changes the basic program function(s) of the Application (without eliminating any) or adds one or more new program functions, including but not limited to changes effectuating federal and state regulatory changes, implementing Application correction, and addressing common functional and performance issues.

1.45. "User" shall mean any one individual or entity which has use of the System or a System Component(s) through the User Network.

1.46. "User Network" shall mean all Users at all existing CCSF health care facilities and any future facility added pursuant to this Agreement and other health care providers, including but not limited to, physicians, pharmacies, and laboratories that render services to CCSF health care system patients, on behalf of CCSF, and Non-Provider Users that must access or input information in the System which it is designed to provide or capture through the MAN.

1.47. "Version" shall mean new Application features packaged and delivered as part of existing and/or new Applications.

1.48. "Warranty Period" and "Initial Warranty Period" shall have the applicable meaning described in the applicable warranty provisions of this Agreement or in the applicable Exhibit.

1.49. "Wide Area Network" shall mean the network connecting the MAN to Siemens' ISC and other processing centers, including the leasing and maintenance by Siemens of modems,

Siemens' network management services, and coordination of long-haul communications services with telecommunications suppliers by Siemens on behalf of CCSF.

1.50. "Workplan" shall mean the tasks listed in Exhibit F, including Adaptations, analysis and building specifications, quality assurance unit testing, education and training, the development, delivery, and Installation of the System and System Components, and the training schedule, attached hereto as Exhibit F.

2. Grant of License. Siemens hereby grants CCSF a non-exclusive, non-transferrable license to the Applications listed in Exhibit A, in accordance with the terms and conditions of this Agreement. That license is perpetual or for a specified duration or term, as specified in Exhibit A.

3. Term.

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

4. RCO System Applications and Licensed Applications.

4.1. Data To Be Processed at ISC. During the term of this Agreement, Siemens shall process data of CCSF and all of its Users on the RCO System Applications at the ISC in accordance with the terms of this Agreement, and its ISC data processing capabilities and access to RCO System Applications shall be available to CCSF as provided in Exhibit I.

4.2. Adaptations. CCSF shall have the right and ability to make Adaptations to the RCO System Applications for use by its User Network utilizing the OAS, which provides CCSF with flexibility and control over Adaptations. The parties agree to use good faith efforts to identify efficiency issues that may be improved by changes to CCSF's operational procedures, screen logic, pathways, database access, etc., and to mutually agree upon solutions to such identified issues, that do not impact CCSF's day-to-day operations. In reaching such mutual agreements, CCSF will act in good faith to respond to situations when CCSF Adaptations are documented by Siemens to adversely impact the performance of the System or a System Component. In the event CCSF submits specifications for a planned Adaptation(s) which are approved by Siemens prior to implementation of the Adaptation(s), and subsequent to implementation, an adverse impact on the operation of the System or a System Component is documented by Siemens, Siemens will assist CCSF in identifying and resolving the cause of the adverse impact at no additional charge to CCSF. Siemens agrees to respond to CCSF with regard to specifications for Adaptations submitted pursuant to this Section within forty-five (45) days of receipt from CCSF.

4.3. Initial User Network. Attached as Exhibit D, Schedule 1 / Hardware Configuration, is the RCO Sizing and Capacity schedule and the equipment configuration for CCSF's on-site Equipment for the Initial User Network, as reflected in Exhibit O. Siemens warrants that the Equipment and WAN configuration, specified in Exhibit D, Schedule 1 / Hardware Configuration and Part I of Exhibit A, shall be sufficient to support and operate the System and all System Components for the use of the Initial User Network as described under and in accordance with this Agreement. If Equipment other than as identified on Exhibit D, Schedule 1 / Hardware Configuration, (as it exists now

or is hereafter amended by the parties) is required to support or operate the System or any System Component, Siemens will pay all costs associated with the acquisition and installation of such Equipment. If Siemens fully performs by paying all costs associated with the acquisition and installation of such Equipment, as provided herein, the remedy for breach of warranty provided in this Section shall be CCSF's sole remedy for such breach and shall preclude any other remedy available under this Agreement or at law or in equity for such breach. Siemens also acknowledges that CCSF has informed it of its intention to fully integrate its health care delivery system and of its desired end uses and potential User Network requirements, as set forth in the Recitals herein. Siemens further acknowledges that CCSF's integrated public health care system and therefore its User Network are not intended to be static, but rather, capable of evolving and enlarging to meet the changing needs of health care delivery as dictated by state and federal governments, accreditation agencies, and the marketplace. Therefore, provided additions to the Initial User Network are made in accordance with Section 4.4, each time the User Network is expanded, Siemens agrees to provide updated Equipment and WAN configurations and warranties that the Equipment and expanded Equipment and WAN configurations are sufficient to support and operate the System and all System Components as described in this Agreement, provided CCSF obtains Equipment and makes other MAN changes which are approved by Siemens as being technologically compatible with its suggested Equipment and WAN changes. Exhibit D, Schedule 1 / Hardware Configuration shall be amended to reflect any updated Equipment and WAN configurations hereunder. Siemens' suggested Equipment, WAN and MAN changes shall be consistent with generally accepted standards in the information technology industry. Such updated warranties are to be in writing, mutually agreed to by the Director and Siemens, and made a part of this Agreement. All updated warranties provided under this Section, shall be effective throughout the remaining term of this Agreement, unless superseded by a subsequent updated warranty.

4.4. Additions To User Network. CCSF may utilize the System and System Components to process the data of additional individuals or entities that are not identified as Initial Users, provided that:

A. CCSF provides Siemens with written notice of its intention to add Users to its User Network and obtains Equipment and makes other MAN changes which are approved by Siemens as being technologically compatible with its suggested hardware and MAN changes, including provision of professional services necessary to implement such changes. Siemens' suggested hardware and MAN changes shall be consistent with generally accepted standards in the information technology industry;

B. CCSF remains responsible for any payments due under this Agreement and for compliance with the terms and conditions of this Agreement by its User Network;

C. The addition of Users shall not result in the termination of an existing Agreement between Siemens and such Users; and

D. It is understood by the parties that additions to the User Network may result in processing requirements adjustments as set forth in Exhibit A.

4.5. RCO System Applications License. Siemens hereby grants CCSF a license to use the RCO System Applications for the purpose of processing or transmitting the data of the User Network; provided however, that CCSF warrants that it will not exercise its rights under this license of the RCO System Applications unless and until any of the events identified in Section 34.4 occur. This license is perpetual or for a specified duration or term, as specified in Exhibit A.

4.6. Licensed Applications. Siemens hereby grants CCSF a license for the term of this Agreement to install on the MAN and utilize one (1) copy of the Applications identified in Part III of Exhibit A for the purpose of processing or transmitting the data of the User Network. CCSF shall have the right to make Adaptations and reproduce a reasonable number of copies of those Applications and their Documentation to be used solely at CCSF. CCSF agrees to include on all copies or partial copies any copyright or proprietary notices, and to maintain a record of the number and location of all copies.

4.7. Additional Licensed Applications. Additional Applications may be licensed by CCSF through execution of an amendment to this Agreement pursuant to Section 30.

4.8. Data to be Processed at CCSF. During the term of this Agreement, CCSF shall process its data on the RCO System Applications at CCSF in accordance with the terms of this Agreement.

4.9. Proprietary Rights. Except as provided in Sections 11 and 35, CCSF shall not transfer its license nor sublicense any RCO System Application or Licensed Application. Siemens shall have the exclusive title to, copyright, trade secret right in, and the right to grant additional licenses to, the RCO System Applications and the Licensed Applications. If Siemens incorporates the programs of any third persons or entities in the RCO System Applications or Licensed Applications, those persons or entities shall be entitled to the benefit and the obligations of CCSF under this Section 4.

4.10. Commencement of License. The licenses granted pursuant to Section 4.6 or 4.7 above for any Licensed Application shall commence upon Delivery of that Licensed Application to CCSF, provided payment is made in accordance with this Agreement.

4.11. No Fee For Updates, Etc. In the event that during the term of this Agreement Siemens shall produce for sale, license, or otherwise any future Update, Release, or Version to any Licensed Application after delivery to CCSF, CCSF shall receive such Update, Release, or Version at no additional charge within 30 days of its general availability to Siemens customers. Further, if Application functions not included in any Module or application marketed by Siemens as of the Date of Certification of this Agreement are subsequently made generally available to any of Siemens clients, CCSF shall have the option to obtain that Module or application at a price equal to the Siemens' then-current published rates, less twenty percent (20%).

5. Escrow of Source Codes.

5.1. Siemens is a party to a Software Escrow Agreement with Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), attached as Exhibit O. Siemens warrants that it has deposited into escrow with Iron Mountain the source code ("Source Material"), for all Applications identified in Exhibit A and C of this Agreement and that all Source Material delivered is complete and the Applications thereon are capable of being executable on appropriately configured computer system(s). The following fees apply to the delivery into Escrow of Applications listed in Exhibit A and C. Groupings of Siemens Applications are identified below as "Deposits". CCSF has executed the "Form of Acknowledgment by Beneficiary" and agrees to pay to Siemens an annual fee for the Escrow for the INVISION, Radiology, Pharmacy, Decision Support, Soarian Enterprise Document Management and OPENLink Deposit Groupings of Two Thousand Five Hundred dollars (\$2,500). For a Siemens Application listed below that is not an RCO System Application or Licensed Application as of the Date of Certification of this Agreement, the fees listed below shall remain in effect for twenty-four (24) months from the Date of Certification of this Agreement; thereafter, Siemens' then-current rates will apply. The annual Escrow fee shall commence on the Date of Certification of this Agreement, or as

otherwise agreed by the parties. The fee may be adjusted according to the Monthly Support Fee adjustment provisions of this Agreement

<u>Deposit Grouping</u>	<u>Annual Escrow Fee</u>
INVISION	\$1,000
Radiology	\$ 250
Pharmacy	\$ 250
Decision Support	\$ 250
Soarian Enterprise Document Management	\$ 250
OPENLink	\$ 500

5.2. Siemens will pay to Iron Mountain all fees required to maintain the Escrow relationship, except that CCSF will pay any charges imposed by Iron Mountain on the release of Source Material. As of the Date of Certification of this Agreement, the fee for release of Source Material is \$650 per Deposit. That fee shall remain fixed for at least twenty-four (24) months from the Date of Certification of this Agreement, with Siemens being responsible during that time for any difference between the stated fee and Iron Mountain's then-current fee. If CCSF exercises its rights under the Escrow and receives Application Source Material, such Source Material shall remain the proprietary information of Siemens. In the event that a Source Material release includes Source Material for a Siemens Application that is not an RCO System Application or Licensed Application under this Agreement, CCSF agrees to destroy or return to Siemens all such unlicensed property.

5.3. The events of release of the Source Material or Release Conditions are set forth in Section 1 of Exhibit C to the Software Escrow Agreement reproduced in Exhibit O.

6. Utility Lines. CCSF hereby appoints Siemens as its agent and representative to identify and procure the utility lines necessary to support and operate the RCO System Applications for the User Network and to monitor and support the connection of the System or System Components to the public telephone network.

7. Workplan, Installation, And First Productive Use.

7.1. Implementation of Workplan. Siemens shall implement the tasks listed in the Workplan attached hereto as Exhibit F, and incorporated by reference as though fully set forth herein. Any new work requests by CCSF shall be in the form of a PSR and upon execution by both parties shall be appended to and become part of Exhibit F.

7.2. Workplan Schedule. Siemens' responsibilities for the delivery, Installation, and First Productive Use of each new System Component, and the training of CCSF personnel in the use of each new System Component, shall be accomplished by Siemens in accordance with the Workplan and the mutually agreed project workplan developed based on that Workplan. CCSF shall perform its testing and other implementation obligations, including making First Productive Use of Applications, in accordance with the Workplan and the mutually agreed project workplan developed based on that Workplan.

7.3. Failure To Comply With Workplan. The failure of Siemens to meet its responsibilities for the Workplan time schedule as to any System Component and/or to complete

Installation of the System in accordance with the dates specified in the Workplan, unless extended or modified only by mutual written Agreement of the parties, shall be a material breach by Siemens of this Agreement, entitling CCSF, in addition to and cumulative of all remedies available to it, to immediately commence withholding payments due to Siemens under this Agreement until Siemens cures the Workplan time schedule default. The amount of any withholding by CCSF under this Section shall be determined in good faith upon considering the nature of the failure to meet the Workplan time schedule and the other circumstances arising from Siemens' failure to meet the Workplan time schedule. Any withholding under this Section shall be in accordance with Section 9.5.C.

8. System Component Documentation.

8.1. Softcopy. Siemens shall make available to CCSF through Siemens' customer-only website, electronic copies of Siemens' Documentation (hereafter "Softcopy") for all Applications for use by CCSF's User Network at no additional cost on or before Installation of such Application. If Softcopy for any Application is not completed at the time of Installation of the Application, Siemens shall provide Softcopy to CCSF within ten (10) days after its availability for use by Siemens customers.

8.2. Revision or Additional Documentation. If the Documentation for any Application is revised by Siemens at any time, or if additional Documentation is developed by Siemens with respect to any Application, Siemens shall deliver two (2) hard copies and make available electronic copies through Siemens' customer-only website, of such revised or additional Documentation to CCSF within thirty (30) days of its general availability, at no additional cost to CCSF.

8.3. CCSF Use of Documentation. CCSF may, at any time, reproduce limited copies of all Documentation, Specifications, and other printed materials provided by Siemens, distribute such copies to Users, and incorporate such copies into its own technical manuals, provided that such reproduction is made solely for CCSF internal use in the operation and utilization of the System or System Components, excluding the equipment designated on Exhibit A and Wide Area Network, and Siemens' copyright notice is reproduced thereon.

9. Payment.

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

Siemens understands that, of the maximum dollar obligation listed in Section 9.1 of this Agreement, \$3,623,624 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

9.2. Professional Service Fees. CCSF shall pay professional service fees for work performed pursuant to PSRs contained in Exhibit F at Siemens' then current professional service rates within the limits of the funds for which this Agreement is Certified.

9.3. Travel and Living Expenses. Siemens agrees to utilize San Francisco area personnel ("Local Personnel") whenever possible to minimize travel and living expenses incurred. Travel and living expenses charged to CCSF under this Agreement shall be consistent with Siemens policies, which are attached hereto as Exhibit L and are incorporated by reference as though fully set forth herein. The travel and living expense policies contained in Exhibit L may be revised if Siemens sends at least thirty (30) days' written notice to CCSF of the proposed revised policies in writing and CCSF approves such revised policies in writing. Such approval shall not be unreasonably withheld. Upon securing CCSF's written approval, the revised policy shall be appended hereto as Exhibit L.

9.4. Method of Invoice for Professional Services and Other Expenses. Siemens shall invoice CCSF monthly for all hours worked, travel and other reimbursable expenses as specified in this Section 9. The invoices for billable professional services will be at a level of detail sufficient to identify the employee by name and type, the billable hourly rate for that employee type, the date(s) on which the service was rendered, and the hours of service rendered on each date. Siemens shall maintain individual employee timesheets and expense report records to support invoices and permit CCSF to inspect such records upon reasonable prior notice. Each invoice shall be in the form required by CCSF.

9.5. General Payment Provisions. The following provisions shall apply to all payments under this Agreement:

A. Payment shall be made by CCSF to:

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355

B. All payments under this Agreement shall be due and payable within thirty (30) business days after receipt of invoice by CCSF. Siemens may send invoices to CCSF to the attention of: Director of Management Information Systems of CCSF's Department of Public Health. Failure of CCSF to make payment within sixty (60) days of receipt of invoice shall be deemed a material breach of this Agreement.

C. Notwithstanding anything provided in Section 9.5.B., CCSF will not be in material breach of this Agreement for failure to pay with regard to amounts withheld in pursuant to a good faith dispute regarding performance hereunder, if (a) before the payment due date CCSF (i) completes and sends to Siemens a Dispute Form (CCSF may access the Dispute Form at <http://www.smed.com/> and submit online, or email to custacct@shs.siemens.com.) or (ii) provides Siemens' Project Manager with a detailed written description of the dispute and amounts withheld and (b) pays undisputed amounts in accordance with this Section 9.

D. The parties agree that Siemens may increase any Recurring Fees on thirty (30) days' notice once in any twelve (12) month period. The percentage of any increase shall equal the lesser of the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers ("CPI") or four percent (4%); however, Siemens agrees not to adjust any Recurring Fees before the first anniversary of the date of this Agreement.

10. Payment Does Not Imply Acceptance. The making of any payment or payments by CCSF, or the receipt thereof by Siemens, shall in no way affect the responsibility of Siemens to furnish the System and all System Components in accordance with this Agreement, and shall not imply

acceptance by CCSF of the System or any System Component or the waiver of any warranties or requirements of this Agreement.

11. Terms of Use of System.

11.1. Use Restrictions. Subject to the restrictions of this Agreement, CCSF will use the System and System Components to process or transmit the data of the User Network on the MAN as determined by the Director.

11.2. Other Permitted Uses. Without incurring additional remote computing or license fees from Siemens, CCSF's use of the System and System Components during the term of the Agreement includes, among other things, the following:

A. CCSF's right to add locally-developed modules that interface with the System and System Components; and

B. CCSF's right to add and use third-party applications and interfaces on the MAN.

12. Quiet Enjoyment. CCSF shall be entitled during the term of this Agreement to use the System and all System Components without disturbance subject only to its obligation to make the required payments under this Agreement or as otherwise ordered by a court. Siemens represents that this Agreement is neither subject to nor subordinate to any right of Siemens' creditors nor subject to the claims of any third parties. Further, Siemens warrants that during the term of this Agreement, it will not subordinate this Agreement without the prior written consent of CCSF and providing in such subordination instrument for non-disturbance of CCSF's use of the System and System Components in accordance with this Agreement.

13. Title to Applications and Authority to License.

13.1. Title. Title to the Applications and any additions to or modifications of the Applications provided by Siemens to CCSF shall remain with Siemens or as otherwise designated by Siemens.

13.2. Authority to Contract. Siemens warrants that it has full power and authority to grant the rights granted by this Agreement to CCSF without the consent of any other person, and neither the performance of this Agreement by Siemens (including but not limited to the development of Custom Programming and the provision of RCO Systems Applications) nor the license to, and use by, CCSF and its User Network of the Applications (including the copying thereof) will in any way violate any non-disclosure agreement nor, as specified in Section 29.3, constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information or other rights of any third party.

14. Installation.

14.1. Installation Services. Siemens agrees to perform the following services to install the System and System Components in accordance with the Workplan attached as Exhibit F and the other requirements of this Agreement:

A. Have the Siemens Project Manager on site at CCSF in accordance with the Workplan or as otherwise agreed;

B. Install the Licensed Applications at CCSF and arrange the communications link with ISC for RCO System Applications so that they are delivered to CCSF; and

C. Provide installation staff to complete Siemens' tasks as defined in this Agreement and the Workplan until Installation of the System and all System Components has been successfully completed and there has been a Final Acceptance of the System by the Director.

14.2. Performance of Siemens Installation Tests. Neither the System nor any System Component shall be considered ready for commencement of CCSF's Acceptance Testing unless and until the content and results of Siemens' standard installation tests have been completed by Siemens and the results thereof made available in a written report to the Director and, with regard to individual System Components, such System Component shall not be considered Installed until it has passed CCSF's Preliminary Component Acceptance Test. Among other things, Siemens' installation test must meet the following criteria:

A. The standard test of all on-line and batch Applications, and their Modules, functions, and features, which may include Siemens' test at its corporate facility;

B. Compliance with all Siemens' installation procedures applicable to the System or System Components;

C. The expected System or System Component test results, with regard to terminal display screens, on-line transaction effects, reports, and update files must be fully described in the Documentation; and

D. Siemens determines each System Component and the System performs as required under this Agreement.

14.3. Notice of Installation. Upon completion of Siemens' installation testing as to each System Component, Siemens shall notify the Director in writing that it considers the System or System Component, as applicable, ready for CCSF's Preliminary Component Acceptance Test.

15. CCSF Acceptance Tests.

15.1. Component Acceptance Tests. There shall be three types of Acceptance Tests performed by CCSF for each individual System Component provided by Siemens hereunder: (1) a Preliminary Component Acceptance Test, (2) an Integrated Component Acceptance Test, and (3) a Final Component Acceptance Test. Unless retesting is required as provided herein, CCSF shall perform all Component Acceptance Tests within the time frames specified in the Workplan or the mutually agreed project workplan developed based on that Workplan. If retesting is required, CCSF shall exercise all reasonable efforts to enable it to perform all Component Acceptance Testing in a timely manner.

A. Preliminary Component Acceptance Test (Installation). Within five (5) business days after Siemens notifies CCSF that a System Component is, in Siemens' view, ready for CCSF Acceptance Testing and has been tested by Siemens, and CCSF's personnel have been trained as provided in Section 7.2 hereof with respect to training that is scheduled to occur prior to Acceptance Testing, CCSF shall perform a Preliminary Component Acceptance Test of the System Component on its MAN and Equipment in order to verify that the System Component has been properly installed, is operational in accordance with the Documentation, including screen displays, and in accordance with specified scheduled and on-demand outputs (including reports and forms, billing and other required documents as set forth in the Documentation or as otherwise mutually agreed), and is ready for

Adaptation. If the System Component does not successfully pass the Preliminary Component Acceptance Test, CCSF shall immediately notify Siemens in writing, specifying how the System Component did not pass the test, and the System Component shall not be considered Installed. Upon receipt of such notice, Siemens shall immediately begin efforts to rectify all failures specified in the notice of failure, use all reasonable efforts to rectify the failure(s) in as expeditious a manner as possible, and shall notify CCSF when, in its view, the System Component has been effectively Installed. The foregoing preliminary testing procedures shall be repeated until the System Component passes CCSF's Preliminary Component Acceptance Test, at which time the System Component shall be deemed to have been Installed. If CCSF makes First Productive Use of any System Component, that System Component shall be deemed Installed.

B. Integrated Component Acceptance Test. Once CCSF has built sufficient Adaptations for an installed System Component, excluding the equipment designated on Exhibit A and Wide Area Network ("Tested Component"), to be utilized in its day-to-day business, CCSF shall perform an Integrated Component Acceptance Test on CCSF's MAN and Equipment in accordance with the Documentation, including screen displays, and in accordance with specified scheduled and on-demand outputs (including reports and forms, billing and other required documents as set forth in the Documentation or as otherwise mutually agreed) in order to determine, among other things, whether (1) the Tested Component, including all of its Modules, performs according to the functions, specifications, and descriptions of the Tested Component as set forth in this Agreement and its Documentation, (2) the Tested Component, including all of its Modules, interface and integrate with each other, and (3) the Tested Component can be effectively utilized in CCSF's approved operating configuration (Exhibit D, Schedule 1/ Hardware Configuration), is capable of running the specified data without failure, and meets the Performance Criteria as warranted in Section 21.3 and Exhibits I and J. If and when a Tested Component passes the Integrated Component Acceptance Test, CCSF shall proceed to First Productive Use of the Tested Component.

C. Final Component Acceptance Test. Within sixty (60) business days after First Productive Use of a System Component, CCSF shall perform a Final Component Acceptance Test on CCSF's MAN and Equipment in accordance with the Documentation, including screen displays, and in accordance with specified scheduled and on-demand outputs (including reports and forms, billing and other required documents as set forth in the Documentation or as otherwise mutually agreed), in order to determine, through the live on-line use of CCSF's actual data in its day-to-day operations, among other things, whether (1) the System Component, including all of its Modules, perform according to the functions, specifications, and descriptions of the System Component as set forth in this Agreement and its Documentation, (2) the System Component including all of its Modules, interfaces and integrates with all of the other System Components and their Modules already on-line on the MAN, and (3) the System Component can be effectively utilized in CCSF's approved operating configuration (Exhibit D, Schedule 1 /Hardware Configuration), is capable of running the specified data without failure, and meets the Performance Criteria as warranted in Section 21.3 and Exhibits I and J. If and when a System Component passes the Final Component Acceptance Test, CCSF shall sign and deliver to Siemens a certificate, in the form attached hereto as Exhibit H, reflecting Acceptance of the System Component.

15.2. Final System Acceptance Test. After receipt by Siemens of all System Component acceptance certificates, and within five (5) business days after Siemens' notification to CCSF that the System has been completely installed to operate as a whole on an integrated basis and tested by Siemens, and CCSF's personnel have been trained as provided in Section 7.2 hereof with respect to training that is scheduled to occur prior to Acceptance Testing, CCSF shall commence performing an Acceptance Test of the entire System ("Final System Acceptance Test") in accordance with the Documentation, including screen displays, and in accordance with specified scheduled and on-demand

outputs (including reports and forms, billing and other required documents as set forth in the Documentation or as otherwise mutually agreed) and shall complete such test as quickly as practicable. The Final System Acceptance Test shall be conducted on CCSF's MAN and Equipment in order to determine, among other things, whether (1) the System performs according to the functions, specifications, and descriptions of the System as set forth in this Agreement and all Documentation, (2) all of the System Components and all of their Modules interface and integrate with each other, and (3) the System can be effectively utilized in CCSF's approved operating configuration (Exhibit D, Schedule 1 / Hardware Configuration), is capable of running the specified data without failure, and meets the Performance Criteria as warranted in Section 21.3 and Exhibits I and J. If and when the System passes the Final System Acceptance Test, CCSF shall sign a certificate in the form attached hereto as Exhibit H, reflecting Final Acceptance.

15.3. Failure of Integrated Component Acceptance Test, Final Component Acceptance Test or Final System Acceptance Test. If CCSF makes a good faith determination that a System Component has not successfully completed either the Integrated Component Acceptance Test or the Final Component Acceptance Test, or that the System has failed the Final System Acceptance Test, CCSF shall promptly notify Siemens of such failure in writing (hereinafter, "Notice of Failure"), specifying with as much detail as possible the manner in which the System Component or System failed to pass the applicable Acceptance Test. Siemens shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections and modifications to the System Component as will permit the System Component to be ready for retesting and the Siemens Vice President of Services-Western Zone shall be notified of the failure and shall remain personally involved in the correction effort. Siemens shall notify CCSF when such corrections and modifications have been completed, and CCSF shall commence a second, and, if required, a third Integrated or Final Component Acceptance Test of the System Component, or Final Acceptance Test of the System (whichever is applicable) as provided above, and use all reasonable efforts to complete such retesting in a timely manner. If after CCSF completes the applicable Acceptance Test for a third time, it makes a good faith determination that the System Component or the System again fails to pass the applicable Acceptance Test, CCSF shall promptly notify Siemens in writing, specifying in the notice CCSF's election either to (1) afford Siemens the opportunity to repeat the correction and modification process as set forth above, or (2) depending on the nature and extent of the failure, and the parts of the System Component or System affected, in CCSF's sole judgment, terminate this Agreement in accordance with Section 23 as a non-curable default with respect to (i) one or more particular Module(s) that is (are) not performing, as required herein, or (ii) the entire System Component. The foregoing correct and modify procedure shall be repeated until the System Component or System, based on CCSF's good faith determination, passes the applicable Acceptance Test, or CCSF elects one of the termination options described above. In the event of a termination under this Section, Section 23.2 below shall apply with respect to transitioning data upon termination, and CCSF shall have the right to receive from Siemens, within 10 business days of written notice of termination, reimbursement of all payments made to Siemens by CCSF under this Agreement for the Module or System Component as to which the termination applies. If the termination applies only to a Module or System Component, at CCSF's option, any reimbursement due to it, may be credited against other sums due and payable by CCSF to Siemens under this Agreement. If Siemens fully performs by making complete reimbursement to CCSF as provided herein for the Module or System Component, as applicable, the reimbursement remedy under this Section shall be CCSF's sole remedy and shall preclude any other remedy available under this Agreement or at law or in equity for failure of the Integrated Component Acceptance Test, Final Component Acceptance Test, or Final System Acceptance Test. Section 27 shall not in any way limit the amount of reimbursement, which shall not be considered damages hereunder, to which CCSF may be entitled under this Section, provided however that punitive, incidental, and consequential damages remain excluded as provided in Section 27.

16. Support.

At no additional charge to CCSF, Siemens shall:

16.1 Siemens shall correct any failure of the Applications to perform substantially in accordance with their respective Documentation, or any failure of supported items of Custom Programming to perform substantially in accordance with their respective Specifications. CCSF may access the Siemens Customer Service Center ("CSC") through either the Internet enabled Electronic Issue Management System ("EIM") or, for urgent issues, by telephone 24 hours per day, 7 days per week to report such failures. CCSF shall provide Siemens with both on-site and remote access to the System via the network configuration described in the customer-only section of the Siemens Web site, www.smed.com. CCSF shall be responsible for all telecommunication services and remote programming support connections charges.

16.2 Siemens shall initiate work on urgent issues within one hour of CCSF's request for assistance to the CSC. Urgent issues are issues involving substantial Application failure or issues, which, in CCSF's reasonable judgment, are critical to CCSF's overall operation. As to all other issues, Siemens will maintain on-line help screens on the EIM that define escalation levels and response time frames. Through the EIM, CCSF may track the escalation of an issue, together with the time spent and actions performed to resolve the issue. In addition, CCSF may use the EIM to request a reevaluation and escalation of the severity of a support issue.

16.3 Siemens shall provide CCSF with issue solution reference sources, including but not limited to Documentation updates, Customer Memos, and the Siemens Medical Services Knowledge Base, that provide answers to common support questions and advice on problem determination, diagnostic procedures and other support procedures. CCSF shall set up a support help desk and ensure that appropriate personnel are trained in the use and support of the System and network. Prior to reporting a support issue, CCSF shall complete any problem determination procedures, diagnostic activities and remedial actions detailed in these reference sources and in the Documentation. After CCSF reports an issue to the CSC, CCSF shall perform any remedial actions specified by the CSC, including, without limitation, installing Updates, Releases or new Versions. CCSF shall also be responsible for updating and, upon resolution, closing all support issues electronically through the EIM.

16.4 For all Applications or other System components operated at a Facility, CCSF shall be responsible for maintaining a support testing environment configured in accordance with Exhibit D, Schedule 1 / Hardware Configuration and for maintaining all necessary back-ups, recovery and required System operating procedures as specified in the Documentation.

16.5 Siemens shall provide periodic Updates and Releases to the Applications for which CCSF is paying support fees and Documentation of these items at no additional license fee. For those Applications provided (i) remotely or (ii) on a term licensed basis or (iii) for which CCSF is paying "Extended Support" as indicated in a Supplement or amendment, if Siemens announces a new Version, CCSF shall receive the Version together with its Documentation at no additional license fee. Where a perpetually licensed Application is not covered by Extended Support, if Siemens announces a new Version of such Application, the new Version will be charged at Siemens then current rates. For Applications installed at a Facility, CCSF shall implement Updates within sixty (60) calendar days, Releases within six (6) months and Versions within eighteen (18) months after the item's General Availability Date unless Siemens announces or agrees to extensions to these implementation time frames. New features, enhancements to functionality and/or regulatory changes will not be retrofitted to down-level Releases or Versions, and CCSF understands that in order to apply warranty repairs to the

Applications, CCSF must install all Updates. For Applications installed at the ISC, Siemens shall install Updates, Releases and Versions, and CCSF shall perform any implementation tasks as advised by Siemens and in accordance with implementation schedules provided by the ISC.

16.6. At CCSF's expense, CCSF shall obtain all additional equipment, the level of Third Party Software designated by Siemens, and any professional services required to implement Updates, Releases, Versions, Custom Programming or optional net new functionality. CCSF shall obtain support or maintenance for all Third Party Software and Equipment from the respective vendor or support provider or, where available from Siemens and shall be responsible for any additional equipment or professional services required by Third Party Software vendors. Siemens shall provide CCSF with coordination assistance for allied partner support issues that are related to a Siemens Application. Siemens has established a support baseline which the allied partners are expected to provide to Siemens customers in their separate support agreements. CCSF should follow the communications protocols for contacting those Third Party Software and Equipment vendors that have established such protocols for Siemens customers. CCSF should contact Siemens prior to installing Third Party Software Fix Packs and Service Packs. CCSF must install and maintain anti-virus software on all workstations and servers and CCSF is responsible for obtaining power surge protection and an Uninterruptible Power Supply system for all Equipment.

16.7. For Applications or Custom Programming for which a separate Support Fee is indicated either in a Supplement or amendment, CCSF shall commence paying said Support Fee monthly at the end of the Initial Warranty Period. Support Fees for Applications or Custom Programming already installed shall commence on the date hereof. Siemens may increase all Support Fees each February, upon thirty (30) days written notice, by the lesser of four percent (4%) or the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers ("CPI"). Notwithstanding any other provisions contained in the Agreement, CCSF shall pay any fee increases imposed by Siemens' suppliers of third party licensed content, including without limitation, fees relating to any third party software products or other such third party licensed content imbedded in, or provided with, any Deliverables or services; where any such increases shall be invoiced at such time as other annual/monthly fee increases occur under the Agreement.

ADDITIONAL SERVICES.

16.8. Siemens will make available to CCSF programming changes to the Applications in response to generally applicable state-mandated billing changes and generally applicable federally-mandated regulatory changes, including programming changes made in response to HIPAA. Notwithstanding any other provisions of this Support Program, all such programming changes shall be separately chargeable by Siemens. Changes will be made available to CCSF when made generally available to Siemens' customers. CCSF shall be responsible for any additional Equipment and Third Party Software (whether new or upgraded), any professional services and any third party fee increases required in response to federal and state regulatory changes.

16.9. Siemens will provide CCSF with a Monthly Supplemental Support Services Allowance of four (4) hours per month at no additional fee. Any unused portion of this monthly allowance cannot be carried forward to subsequent months. Any hours in excess of this monthly allowance are billable by Siemens in accordance with Section 16.10. below. These hours may be used for diagnostic assistance and other problem determination procedures, for remediation of problems unrelated to Subsection 16.1 above, and for advice on the operation and functions of the Applications ("Supplemental Support Services"). Based on the nature of the CCSF request, CSC personnel may refer CCSF to other billable services offered by Siemens, including but not limited to training or consulting

services. CSC personnel will advise CCSF as to whether the service can be provided under the Supplemental Support Services or whether it will be separately billable. CCSF shall be responsible for approving each service request and, if applicable, referral, prior to Siemens providing assistance. Time spent on Supplemental Support Services will be calculated in minimum time increments of one-half (1/2) hour.

16.10. Each July throughout the term, commencing July 2011, Siemens will review CCSF's actual usage of Supplemental Support Services over the preceding twelve (12) month period and calculate an Annual Supplemental Support Services Fee based on the CCSF's actual hours of usage during the previous twelve (12) months multiplied by Siemens then current Supplemental Support Services hourly rate. CCSF shall then have the option, exercisable by August 1 each year, of paying for Supplemental Support Services:

(a) Annually in advance, in which event Siemens shall grant CCSF a prepayment discount based on the Net Present Value of the Annual Supplemental Support Services Fee; or

(b) Monthly in advance, in which event Siemens will divide the Annual Supplemental Support Services Fee into equal monthly installments; or

(c) Monthly as incurred based on actual usage each month.

17. Administration of Agreement – Siemens Responsibilities.

17.1. Project Manager. Siemens shall designate a Project Manager. The Siemens Project Manager shall be responsible for Siemens' day-to-day activities under this Agreement and for providing to CCSF reports as provided in Sections 17.3 and 17.4. The Siemens Project Manager shall also serve as Siemens' liaison with CCSF, assign and schedule Siemens personnel to perform all of the services required by Siemens under this Agreement, and act as Siemens' initial representative for dispute resolution as provided in Section 22.2. The Siemens Project Manager shall also perform those tasks identified in Part III of Exhibit F.

17.2. Siemens Staff Approval. CCSF shall have the right to approve or to disapprove of any member of Siemens' project staff assigned to perform under this Agreement. Should the Director be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any person assigned by Siemens to perform services under this Agreement, including the Siemens Project Manager, the Director may request the replacement of that person. The replacement request shall be in writing and upon receipt of the request, Siemens shall make reasonable efforts to furnish a qualified replacement within fifteen (15) business days. Siemens agrees that all project staff assigned to performing this Agreement must have experience with at least two (2) installations in which they were responsible for performing the tasks to which they will be assigned under this Agreement. In addition, CCSF shall have the right to approve or to disapprove any Siemens initiated changes in Siemens' project staff assigned to performing this Agreement, including but not limited to the Siemens Project Manager. CCSF agrees that its personnel removal and approval rights under this Section shall be exercised reasonably. For all Siemens project staff to be assigned to perform under this Agreement, the Director shall be provided with a resume of the person(s) and an opportunity to interview the person(s) prior to giving approval or disapproval. In the event that, as a result of the actions or inactions of Siemens project staff, additional work, which would not otherwise have been necessary, is required to perform this Agreement, Siemens shall perform all such work at no additional charge to CCSF.

17.3. Oral Reports. The Siemens and CCSF Project Managers (as designated pursuant to Sections 17.1 and 18.1) shall meet as required by the work in progress, but in no event less than once a week. The meetings shall include an oral report from Siemens' Project Manager regarding:

- A. Overview of activities occurring during the reporting period;
- B. Tasks, delivered items, goods, services, and other work scheduled for the reporting period that were not completed;
- C. Tasks, delivered items, goods, services, and other work scheduled for the reporting period that were completed;
- D. Tasks, delivered items, goods, services, and other work to be completed during the reporting period that were not scheduled;
- E. Tasks, delivered items, goods, services, and other work to be completed during the next reporting period;
- F. Issues to be resolved;
- G. Issues resolved;
- H. Summary of project status as of the reporting date;
- I. Updates on the implementation of the Workplan; and
- J. Any other information that CCSF may, from time to time, reasonably request or Siemens may deem appropriate.

17.4. Written Reports. In order to control expenditures and to ensure reporting of all tasks, deliveries, goods, services, and other work provided by Siemens, the Siemens Project Manager shall provide the CCSF Project Manager with a monthly cumulative written report, containing the following information:

- A. Overview of activities occurring during the reporting period;
- B. Tasks, delivered items, goods, services, and other work scheduled for the reporting period that were not completed;
- C. Tasks, delivered items, goods, services, and other work scheduled for the reporting period that were completed;
- D. Tasks, delivered items, goods, services and other work completed during the reporting period that were not scheduled;
- E. Tasks, delivered items, goods, services, and other work to be completed during the next reporting period;
- F. Issues to be resolved;
- G. Issues resolved;

- H. Summary of project status as of the reporting date;
- I. Updates on the implementation of the Workplan; and
- J. Any other information that CCSF may, from time to time, reasonably request or Siemens may deem appropriate.

18. Administration of Agreement - CCSF.

18.1. Designation of Project Manager and Duties. The Director shall designate the person who shall serve as the CCSF Project Manager. The CCSF Project Manager shall serve as CCSF's liaison with Siemens, administer this Agreement for CCSF, and assign and schedule CCSF and CCSF consultant personnel to perform services in accordance with the provisions of this Agreement. The CCSF Project Manager shall, among other things:

- A. Evaluate Siemens' performance and, upon submission of proper invoices by Siemens, determine amounts owing to Siemens under this Agreement and make recommendations to the Director for payment;
- B. Make recommendations to the Director regarding rejection of work that does not conform with the requirements of this Agreement and the removal or approval of Siemens' Project staff;
- C. Review and approve or take other appropriate action with respect to Siemens' submittals, including reports submitted under Section 17 and PSRs;
- D. Act as the initial CCSF representative for the dispute resolution process described in Section 22 of this Agreement;
- E. Prepare proposals for modifications to this Agreement as provided in Section 30, provided, however, that it is understood by the parties that the CCSF Project Manager has no authority to make any changes in the terms and conditions of this Agreement and is not authorized to further obligate CCSF in any respect whatsoever;
- F. Have the right at all times to inspect any and all tasks, System Components, the System, goods, services or other work provided by or on behalf of Siemens.
- G. Provide information reasonably requested by Siemens' Project Manager to assist Siemens in (1) the performance of its obligations under this Agreement, (2) determining the status of open issues, (3) monitoring performance of project responsibilities and tasks of CCSF under the Workplan, and (4) any other information Siemens may reasonably request from time to time.

18.2. Security Measures. Siemens project staff assigned to perform services under this Agreement, when properly identified, shall be entitled to the same level of security services available at any particular site to CCSF employees.

19. Subcontractors.

19.1. Approval. Although the use of subcontractors is not currently contemplated by Siemens, functions undertaken by Siemens under this Agreement may be carried out under subcontracts only with the prior written approval of the Director. All such subcontracts shall be in writing and shall

abide by such federal, state, and local laws and regulations that pertain to this Agreement. Copies of all subcontracts under this Agreement shall be submitted to the Director for review and approval. The Director shall not unreasonably withhold approval of subcontracts submitted for approval by Siemens.

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

19.3. Siemens Obligations Remain Unchanged. Siemens shall remain responsible to CCSF for any and all performance required under this Agreement, including, but not limited to the obligation to properly supervise, coordinate, and perform all work required hereunder, and no subcontract shall bind or purport to bind CCSF or excuse Siemens of performance. Siemens shall be solely liable and responsible for any and all payments and other compensation to and the performance of all subcontractors and their officers, employees, agents, and independent contractors.

20. Data Backup and Disaster Plan.

20.1. Data Backup. Siemens shall maintain copies of all CCSF data files for back-up purposes. Siemens shall so maintain at least three generations (3 days of data) of the data, and at least one generation shall at all times be kept by Siemens in a secure, fire-proof storage facility;

20.2. Disaster Plan. Siemens shall maintain and implement disaster avoidance procedures by Siemens in accordance with Siemens' written Disaster and Recovery Plan. Recommendations of new technology by Siemens' communications, equipment, and uninterruptible power supply vendors shall also be reviewed on a regular basis and be included in Siemens' planning process as appropriate.

20.3. Disaster Avoidance. Siemens shall maintain disaster avoidance procedures designed to safeguard the CCSF User Network data and the data processing capability of Siemens' ISC throughout the term of this Agreement. Such disaster avoidance procedures include, but are not limited to, the following:

A. Physical Security. Access to the ISC shall be strictly controlled by Siemens. An electronic badge system will be maintained and utilized by Siemens to control access through the main entrance of the ISC. The electronic badge system shall be programmed to permit only persons who have authorized security clearance from Siemens to enter critical areas of the ISC. In addition, Siemens shall provide security guards twenty-four (24) hours a day, seven days a week to monitor ISC access. Siemens shall also maintain operational video cameras to monitor the ISC main entrance, parking facilities, and critical areas within the ISC twenty-four (24) hours a day, seven days a week.

B. Fire Protection. The ISC building is constructed of precast and poured concrete with fire walls separating computer operation areas to minimize fire damage through containment. Siemens represents that the ISC's fire protection system consists of the appropriate type and quality of equipment required to provide effective fire protection and that it is regularly reviewed and updated, and that the system currently consists of smoke detectors (with remote annunciators and zone indicators), automatic sprinkler systems, and a two-part halon system in the computer and tape library areas. Siemens also will maintain at the ISC a system of on-site water towers and wells as backup in the event of a loss of public water service. Further, Siemens represents that water detection devices and drains are installed under all raised floor areas.

C. Power Supply. Siemens warrants that it maintains multiple levels of power backup designed to provide uninterrupted operation of the ISC and equipment in the event of a loss of power. Siemens shall maintain multiple feeds to the ISC from different processing stations of the local power company which furnishes the main power to the ISC, and Siemens represents that they provide four to five times the power needed to run the entire ISC. Siemens shall maintain two levels of uninterrupted power systems to provide smooth transition to the use of Siemens' four large diesel generators in the event of an extended power company outage.

D. Equipment/Air Conditioning. Siemens shall maintain multiple levels of protection against loss of cooling, including a primary backup system which shall provide 400 tons of backup cooling capacity, and a secondary backup system consisting of ice storage units, which shall be capable of providing continuous cooling during a power outage.

E. Computer Equipment. Siemens warrants that the ISC maintains backup equipment that can maintain operations in the event of hardware failures at the ISC. Siemens warrants that it maintains high-availability, and in some cases, redundant models of CPU, storage, networking devices, and other equipment necessary to maintain the current functional level of performance at the ISC. In addition, Siemens represents that it maintains at the ISC detailed, written recovery procedures which its personnel are familiar with and which enable ISC personnel to switch to backup hardware expeditiously.

F. Hardware and Software Changes. Siemens warrants that it maintains a strict change control process, which ISC personnel are familiar with, and which is used for both hardware and software changes.

20.4. Disaster Recovery. Siemens shall maintain disaster recovery plans to be used in the event of any unplanned interruption of the operations of, or accessibility to, the ISC throughout the term of this Agreement. The disaster recovery plan includes, but is not limited to, the following:

A. Hot Site. Siemens shall maintain a contract with a major hot site vendor, which contract shall provide for a recovery site.

B. Testing. Siemens warrants that disaster recovery testing will be performed at least once per calendar year. The testing shall include, but not be limited to, testing of hardware, installation and operation of Applications, recovery of customer data, processing of data and generation of reports, and testing of telecommunications facilities.

C. Staffing. Siemens represents that it employs a team of experienced analysts dedicated to business recovery on a full time basis to be responsible for updating the disaster avoidance and disaster recovery plans and procedures, planning and coordinating tests, and coordinating the overall business recovery process.

D. Recovery Procedures. Siemens warrants that it maintains extensive recovery procedures and automated recovery tools.

E. Off-Site Data Vaulting. Siemens shall store a current copy of data and system files on magnetic media. The magnetic media shall be stored at a secured and hardened off-site facility. The off-site facility shall be guarded twenty-four (24) hours a day, seven days a week. Siemens shall also maintain an automated tape management system which controls the daily process of vaulting files.

F. Operations Interruptions. In the event of any unplanned interruptions of the operations of, or accessibility to the ISC, Siemens shall use its best efforts to restore service to all of its customers, as expeditiously as possible as provided in Section 20.4G. When working to restore service to its customers as provided herein, Siemens shall give the highest priority to restoration of clinical applications in recognition that the quality of health care is of paramount importance to its customers. Restoration of ancillary systems, financial (billing) applications, and general ledger/payroll applications will follow respectively.

G. Time Frames For Recovery. Time frames for restoration of CCSF's service will vary according to the nature and magnitude of the disaster event, the availability of replacement equipment for drop-shipment and the speed with which alternate telecommunication circuits can be made available. Siemens shall use all reasonable efforts to work with telecommunications carriers and equipment vendors to restore service as expeditiously as possible. It is acknowledged that CCSF's recovery time frames may also be effected by its MAN and the availability of replacement site-specific telecommunications hardware.

20.5. Maintenance of Safeguards. Siemens represents and warrants that it shall maintain safeguards throughout the term of this Agreement against destruction, loss, or alteration of CCSF's User Network data, which are no less rigorous than those in effect at the ISC and Recovery Center as of the Date of Certification of this Agreement.

21. Siemens' Representations and Warranties.

21.1. System and System Component Performance Warranty. Siemens warrants that during the term of this Agreement, the System and all System Components (and Modules thereof), excluding the equipment designated on Exhibit A and Wide Area Network, when operated on the Equipment and Third Party Software as set forth in Exhibit D, Schedule 1 / Hardware Configuration, shall perform substantially in accordance with the Documentation for the System and such System Components.

21.2. Correction, Repair, or Replacement.

A. Siemens warrants that it shall make all corrections, whether by repair, replacement, or otherwise, necessary to meet the warranties set forth in Sections 21.1, 21.3, and 21.4, at no additional charge to CCSF during the term of this Agreement.

B. If during the term of this Agreement correction, repair, or replacement of any System, System Component (excluding the equipment designated on Exhibit A and Wide Area Network) or Module is required to make the System, System Component (excluding the equipment designated on Exhibit A and Wide Area Network) or Module conform to the warranty requirements of this Agreement, CCSF shall promptly inform Siemens in writing of its request for such correction, repair, or replacement. Siemens shall promptly, and without additional cost to CCSF, take all reasonable steps to correct, repair or replace System Components, excluding the equipment designated on Exhibit A and Wide Area Network, within fifteen (15) days of receipt of such notice, or such shorter time frame as is otherwise mutually agreed in writing by the parties. Failure by Siemens to comply with its obligations under this Section shall entitle CCSF, in addition to and cumulative of all other remedies available to it, to withhold payments due Siemens under this Agreement until such time as Siemens cures its default hereunder. The amount of any withholding by CCSF under this Section shall be determined in good faith upon considering the nature of the warranty at issue and the other circumstances arising from Siemens' failure to comply with the applicable warranty requirement. Any withholding under this Section shall be in accordance with Section 9.5.C.

21.3. Performance Criteria. Siemens warrants the representations made herein and in Exhibits I and J attached hereto with regard to System down time, response time/availability service response, and System and System Component technical capabilities.

21.4. Service. Siemens warrants that all services to be provided by it under this Agreement shall be performed in a professional, competent, and timely manner by appropriately qualified personnel in accordance with the Workplan and as otherwise contracted for.

21.5. Assignment of Warranties. Siemens hereby assigns and agrees to deliver to CCSF all assignable warranties received by Siemens from third parties for the equipment designated on Exhibit A, Wide Area Network, and such other Equipment obtained for CCSF by Siemens and not warranted by Siemens.

21.6. Incorporation of Applicable Laws.

A. Regulatory Changes. Siemens warrants that all Applications currently incorporate all applicable federal and state of California regulatory requirements, laws, rules and regulations including without limitation all Medicare and Medi-Cal laws, rules and regulations (hereafter collectively referred to as "Regulatory Changes") and that the Applications shall be updated to incorporate all applicable Regulatory Changes. Federally mandated programming changes to Payroll and Accounts Payable Applications and to the Case Mix Groupers/Schemes shall be provided at no charge to CCSF. As to other Regulatory Changes, Siemens reserves the right, depending on the scope of the Regulatory Changes, to charge for programming changes required on a multi-client/pro-rata basis among all Siemens clients to which such Regulatory Changes are applicable and on a specific computing demand basis for processing. Siemens also warrants that Updates with regard to applicable Regulatory Changes shall be available to CCSF within one hundred eighty (180) days after the final specifications are made centrally available by the applicable regulatory agency or such later time for compliance as is specified by that agency.

B. Accreditation Requirements. Siemens warrants that functionality necessary to comply with accreditation requirements of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) shall be made available to CCSF. Siemens and CCSF acknowledge that JCAHO accreditation requirements are continually being defined. Whenever new JCAHO requirements are released and final specifications made available to Siemens, Siemens shall incorporate required functionality either as an Update to existing Applications or as part of new Applications currently under development, as soon as practicable. Charges for this functionality shall be on a multi-client/pro-rata basis as described in subparagraph A above for Updates to existing Applications, or at Siemens' then current rates less twenty (20) percent.

21.7. Siemens' Representations. Siemens warrants that the representations contained in its 2009 Annual Report, attached hereto as Exhibit R are true and correct.

21.8. Litigation Warranty. Siemens warrants that, to the best of its knowledge as of the date of execution of this Agreement, there are no existing or threatened legal proceedings against Siemens that would have a material adverse effect upon its ability to perform its obligations under this Agreement or on its financial condition or operations.

21.9. Virus Warranty. Siemens warrants that, during the term of this Agreement, it will not cause any unplanned interruption of the operations of, or accessibility to the ISC, System, or System Components by CCSF, including, but not limited to, the use of any "lock-up," "time bomb," keylock device or program, or disabling code (hereafter collectively referred to as "Disabling Devices") which could block access to or prevent the use of the ISC, System or System Components by CCSF. Siemens warrants that it has not purposely placed, nor is it aware of, any Disabling Devices provided to CCSF under this Agreement in the Applications, OAS or Custom Programming, which would, without CCSF's intervention, alter, destroy or inhibit the System or CCSF's use of the System or the data contained therein, nor is it Siemens' intention that any subsequently delivered Updates and Releases contain any such Disabling Devices or provide transactions through any interfaces with the intent to inhibit use of non-Siemens systems.

21.10. Insurance Premiums. Siemens warrants that it will maintain all insurance policies referenced in and in accordance with Section 28.

21.11. Warranty Limits. The warranties provided in this Agreement are made to, and for the benefit of, CCSF exclusively. It is understood by the parties that warranties are set forth throughout this Agreement and are not confined to this Section 21. THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED. EXCEPT WHERE INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

22. Internal Dispute Resolution.

22.1. Intent. The parties shall resolve their disputes informally to the maximum extent possible. The parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. Only disputes within the scope of this Agreement are subject to this Section; neither disputes internal to one party nor disputes involving third parties are subject to these procedures.

22.2. Informal Resolution. If a dispute arises during this Agreement, then within three (3) business days after a written request by either party, the CCSF Project Manager and the Siemens Project Manager shall confer to resolve the issue. If the Project Managers cannot resolve the dispute or either of them determines they are not making progress toward the resolution of the dispute or (3) business days after their initial conference, then the dispute may be submitted to the Director of Management Information Systems of CCSF's Department of Public Health ("CIO") and Siemens' Regional Vice President. If the CIO and Regional Manager cannot resolve the dispute, or either one of them determines that they are not making reasonable progress toward resolution of the issue within five (5) business days after the issue is first submitted to either the CIO or Regional Vice President, then the issue shall proceed pursuant to the Formal Resolution process described in Section 22.3.

22.3. Formal Resolution. A fact finding and dispute resolution panel shall be convened if either Siemens' Vice President or the Director notifies the other in writing of a request for formal dispute resolution ("FDR").

A. The Dispute Resolution Panel. The FDR panel shall consist of three persons. The panel shall be convened ad hoc and there shall be no standing or ex officio members. Siemens' Vice President and the Director shall each appoint one person and their two appointees shall jointly choose a third person who possesses legal and/or technical skills and experience relevant to the dispute at issue. Siemens' Vice President and the Director shall each name their respective appointees within five (5) business days after delivery of notice by a party to initiate FDR. The appointed members of the panel shall choose the final member of the panel within five (5) business days after the date the last of the two appointed members was appointed. If the appointed panel members shall fail to agree upon a mutually acceptable third panel member in the time provided herein, then the parties agree that the third panel member shall be from the San Francisco panel of Judicial Arbitration Mediation Services (JAMS) and shall be selected in the sole discretion of the JAMS administrator.

B. Fact Finding Report. Siemens' Vice President and the Director shall provide to the FDR panel a written description of the dispute, including the particular issues on which the parties seek the FDR panel's recommendations.

(1) Fact Finding. The FDR panel shall engage in fact finding, as required by the dispute and recommend how best to resolve the dispute. The panel may submit written questions to the parties, may request oral statements, and may review relevant documents. Each party has the right to submit written statements to the panel. As to any decision or finding required under this Section 22.3 by the FDR panel, a majority vote of the members of the panel shall be deemed the panel decision or finding.

(2) Report. Within thirty (30) days after the FDR panel is appointed, unless otherwise agreed by Siemens' Vice President and the Director, the FDR panel shall submit a written report, including its finding of fact and recommendations for resolution to the Siemens Vice President and the Director.

22.4. Formal Dispute Resolution Process Not Mandatory. The informal resolution process provided in Section 22.2 is a prerequisite to the exercise of any judicial remedies available to the parties, except in cases where a party is seeking injunctive or other equitable relief. The FDR procedure provided in Section 22.3 is optional and is not a prerequisite to the exercise of any judicial remedies available to the parties including without limitation equitable remedies such as injunctive relief. Failure by a party to pursue FDR shall not constitute a defense to any action by any party to enforce their rights under this Agreement. Nevertheless, the parties agree that the dispute resolution process provided in this

Section 22 should be viewed as the preferred dispute resolution process and used whenever the parties both maintain a good faith belief that the process is likely to result in significant progress toward resolving the dispute.

23. Termination.

23.1. Termination For Cause. In addition to any other provision in this Agreement allowing a party to terminate this Agreement in whole or in part, and without limiting any other remedies available at law, in equity, or under this Agreement, if either party: (1) defaults in the performance of its material duties or obligations under this Agreement; or (2) repeatedly defaults in the performance of its duties or obligations under this Agreement, and such repeated defaults when taken together constitute a material breach and, within sixty (60) days after written notice is given to the defaulting party specifying the default (which period shall include the fifteen (15) day warranty correction period specified in Section 21.2B above if applicable, and not be in addition to it) the default is not cured to the reasonable satisfaction of the party giving the notice of default, or, with respect to those defaults that cannot reasonably be cured within sixty (60) days, if the defaulting party fails to commence to cure the default within sixty (60) days after receipt of the notice of default and to continue proceeding with all due diligence to cure the default, then the party not in default may terminate this Agreement by giving written notice of termination to the defaulting party, which termination shall be effective immediately on receipt of the notice of termination. If the default is incapable of being cured, then the sixty (60) day cure period shall not apply, and notice of termination may be given directly by the party not in default. If the default relates to a particular System Component or Module thereof, the party not in default may elect to terminate this Agreement with respect to such System Component or Module; however, the entire Agreement shall not be terminated unless the default with regard to a System Component or Module materially affects the functionality or performance of the System or other System Components. In the event the party not in default terminates this Agreement as to a System Component or Module, the payments under this Agreement relating to the System Component or Module to which the termination applies shall cease as of the date of termination.

23.2. Transition on Termination or Expiration. Upon expiration of this Agreement at the end of its term (as extended as provided in Section 3 above), or upon termination of this Agreement for cause, Siemens shall at its sole cost and expense deliver to CCSF one copy of all CCSF data from the CCSF User Network stored by Siemens on tape with Siemens' delineated format ASCII with all record layouts so that CCSF can import and use the data on a successor information system, as designated by CCSF. If this Agreement is terminated other than upon expiration of its term or for cause, delivery of CCSF's data as provided herein shall be at CCSF's sole cost and expense. Siemens shall deliver such converted data to CCSF within fifteen (15) days following the termination. Until such time as the converted data is delivered to CCSF, Siemens shall continue to store CCSF's data. Once the converted data is delivered to CCSF, Siemens shall not retain any copy of, in whole or in part, or utilize in any manner, CCSF's data, except as provided in Section 43. The provisions of Sections 31 and 32 shall survive termination of this Agreement.

24. Payment Upon Termination.

24.1. Within 30 days after the specified termination date, Siemens shall submit to CCSF an invoice, which shall set forth each of the following as a separate line item:

A. The reasonable cost to Siemens, without profit, for all services and other work CCSF directed Siemens to perform prior to the specified termination date, for which services or work CCSF has not already tendered payment. Reasonable costs may include a reasonable allowance for

actual overhead, not to exceed a total of ten percent (10%) of Siemens' direct costs for services or other work. Any overhead allowance shall be separately itemized.

B. A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (A), provided that Siemens can establish, to the satisfaction of CCSF, that Siemens would have made a profit had all services and other work under this Agreement been completed and provided further that the profit allowed shall in no event exceed five percent (5%) of such cost.

C. The reasonable cost to Siemens of handling material or equipment returned to the vendor, delivered to the CCSF or otherwise disposed of as directed by the CCSF.

D. A deduction for the cost of materials to be retained by Siemens, amounts realized from the sale of materials and not otherwise recovered by or credited to CCSF and any other appropriate credits to CCSF against the cost of the services or other work.

24.2. In no event shall CCSF be liable for costs incurred by Siemens or any of its subcontractors after the termination date specified by CCSF, except for those costs specifically enumerated and described in the immediately preceding subsection 24.1. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection 24.1.

24.3. In arriving at the amount due to Siemens under this Section 24, CCSF may deduct: (1) all payments previously made by CCSF for work or other services covered by Siemens' final invoice; (2) any claim which CCSF may have against Siemens in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 24.2; and (4) in instances in which, in the opinion of the CCSF, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and CCSF's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

24.4. CCSF's payment obligation under this Section 24 shall survive termination of this Agreement.

25. Withhold Remedy. In addition to, and cumulative to all other remedies provided under this Agreement, in the event Siemens is in default of its duties or obligations under this Agreement and fails to cure the default within sixty (60) days after receipt of written notice of default from CCSF, CCSF may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Siemens under this Agreement during the period beginning with the 61st day after Siemens' receipt of notice of default and ending on the date that the default has been cured to the reasonable satisfaction of CCSF an amount that is in proportion to the magnitude of the default or the service that Siemens is not providing, in CCSF's sole discretion. Upon cure of the default by Siemens, CCSF will cause the withheld payments to be paid to Siemens, without any interest. The amount of any withholding by CCSF under this Section shall be determined in good faith upon considering the nature of the default at issue and the other circumstances arising from the default. Any withholding under this Section shall be in accordance with Section 9.5.C.

26. Force Majeure. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for any failure in performance, resulting from any Contingency beyond the control of such party, provided such Contingency is not caused by the fault or negligence of such party. For purposes of this Agreement, a "Contingency" shall be acts of God, civil or military authority, civil disturbance, war, strikes, fires, explosions, embargoes or blockades or terrorist activity; provided, however, that the provisions of this Section shall not relieve Siemens of its obligations to take appropriate security measures to protect the data, records, and information of CCSF; and provided that both parties shall take reasonable steps to mitigate the impact of the Contingency on the other party, including but not limited to the hiring of qualified temporary or extra personnel, if possible.

27. Limitation of Remedy. Siemens' liability for damages for breach of this Agreement shall be to reimburse CCSF for its actual, direct damages up to two million five hundred thousand dollars (\$2,500,000) in the aggregate.

Any sums paid under Sections 29.1, 29.3 and 29.4 of this Agreement shall not be subject to the limits of this Section. Siemens shall not be liable to CCSF for claims caused by the Adaptation or modification of Applications by anyone other than Siemens or for punitive, incidental or consequential damages.

Except as otherwise expressly set forth in this Agreement, CCSF's exclusive remedy for any cause whatsoever, regardless of form of action, whether in contract or tort, and Siemens' entire liability to CCSF is set forth in this Section.

28. Insurance and Indemnity.

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

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

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

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

D. Data Processing Errors and Omissions Insurance with limits not less than ten million dollars (\$10,000,000) annual aggregate for all claims each policy year for computer programming, and data processing services

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

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

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

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

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

A. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and must include coverage for bodily injury and property damage. This must be in the schedule under the name of additional insured person(s) or organization(s).

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

C. Coverage shall provide a Waiver of Subrogation.

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

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

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

and

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

Should Siemens fail to keep in effect at all times the insurance coverages required under Section 27, CCSF may, in addition to and cumulative with any other remedies available at law, equity, or hereunder withhold payments to Siemens required under this Agreement in an amount sufficient to procure the insurance required herein. If Siemens fails to give notice of cancellation, non-renewal, or material change in coverage or scope or decrease in amount of coverage as provided above, and a claim arises for which insurance to be provided under this Section 28 is not maintained, Siemens shall be liable for such claim and any such liability shall not reduce the amount of liability of Siemens to CCSF under Section 27.

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

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

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

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

29.1. Siemens' Indemnity. At Siemens' expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein), arising out of any act or failure to act by Siemens, its officers, directors, agents, employees, subcontractors, or independent contractors, including, without limitation, negligent or willful misconduct, resulting in any claim of injury to any person or persons or damage to tangible or intangible property (hereafter collectively referred to as "Damage Claim(s)") by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such Damage Claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such Damage Claim(s). CCSF agrees to give Siemens prompt written notice of any Damage Claim and to cooperate fully with Siemens in the defense and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing, and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to

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

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

29.3. Indemnity Re Copyright, Patent, Trademark Infringement. At Siemens' expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation attorneys' fees as provided herein), arising out of any claim that the System or System Components, except as to claims arising solely from the use of equipment designated on Exhibit A or Wide Area Network, or any part of them, infringe upon or otherwise violate any copyright, trade secret, trademark, patent, invention, proprietary information, or other rights of any third party (hereafter collectively referred to as "Infringement Claim(s)") by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such Infringement Claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such Infringement Claim(s). CCSF agrees to give Siemens prompt written notice of any Infringement Claim and to cooperate fully with Siemens in the defense and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to participate in the defense with independent of counsel engaged by Siemens. However, in the event a

legal conflict arises from the representation by the attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the Infringement Claim, CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event of a legal conflict, or fails to do either within a reasonable period of time following receipt of written notice of such a claim, CCSF shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the Infringement Claim(s) at the risk and sole expense of Siemens and Siemens shall pay such expenses as they are incurred. CCSF also agrees that, if the operation of the System or System Components, or any part of them, becomes, or in Siemens' opinion is likely to become, the subject of an Infringement Claim, CCSF will permit Siemens, at Siemens' option and expense for all associated costs, either to procure the right for CCSF to continue to use the affected System Component, or part thereof, or to replace or modify the System Component with another item of comparable quality and performance capabilities to become non-infringing, provided such replacement or modification does not cause the System or System Components, or any part thereof, to fail to comply with any of the requirements of this Agreement, including but not limited to all functionality, technical specifications and performance warranties in Section 21. Siemens' liability hereunder shall not be limited as provided in Section 27. Siemens shall have no obligation hereunder with respect to any Infringement Claim determined to be a result of (1) an alteration or modification of any Siemens Applications, Modules, Documentation, or Custom Programming for which Siemens develops Specifications by CCSF in violation of this Agreement, (2) illegal use by CCSF of any Siemens Applications, Modules, Documentation, (3) Adaptations performed by anyone other than Siemens or Custom Programming for which Siemens does not develop Specifications or (4) CCSF's operation or use of applications not furnished by Siemens and not otherwise specified or approved for use by Siemens under this Agreement.

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

30. Modification of Agreement and PSRs. No alteration, amendment, or modification of the terms of this Agreement, or PSR shall be valid or effective unless in writing, and signed by Siemens and Authorized hereunder by CCSF. Such changes, including any increase or decrease in the amount of Siemens' compensation, which are mutually agreed upon by and between CCSF and Siemens, shall be effective upon execution of an Authorized amendment to this Agreement or PSR.

31. Proprietary Information of CCSF and Siemens.

31.1. Restricted Information. Siemens and CCSF understand and agree that, in the performance of work or services under this Agreement, or in contemplation thereof Siemens and CCSF may have access to private or confidential information of each other and that such information may contain trade secrets, proprietary details and sensitive information ("Restricted Information"), the disclosure of which or use by the other party or by third parties could be damaging to the party who owns the information. Siemens and CCSF each agree that the Restricted Information of the other party shall be held in strict confidence and used only in the performance of the services under this Agreement and shall not, unless otherwise required by the California Public Records Act (Cal. Gov. Code Section 6100 et seq.) or San Francisco Administrative Code Sections 67.20-67.32, or any other law or statute of similar effect, be used by the non-owning party or disclosed to any third party without the prior written consent of the party who owns the information. Siemens and CCSF shall exercise the same standard of care as is used to protect their own proprietary data to protect the other's Restricted Information.

31.2. Rights to and Protection of Applications. CCSF understands and agrees that all Applications constitute confidential and proprietary information of Siemens. CCSF agrees to maintain all Applications in strict confidence and agrees not to disclose, duplicate, or otherwise reproduce, directly or indirectly, the Applications in whole or in part or any materials relating thereto except as specifically authorized in this Agreement. CCSF agrees to take reasonable steps to insure that no unauthorized persons shall have access to the Applications and that all authorized persons having access to the Applications shall refrain from any such disclosure, duplication, or reproduction except as authorized in this Agreement or by Siemens. CCSF shall exercise the same standard of care as is used to protect the confidentiality of its own applications. Upon Siemens' request, CCSF shall inform Siemens in writing of the number and location of the original and all copies of each of the Licensed Applications.

31.3. Protection of Trade Secrets. To the extent permitted by law, the parties shall retain in strict confidence all knowledge of the other's business, development plans, programs, documentation, techniques, systems, and know-how.

31.4. Equitable Remedies. Each party acknowledges and agrees that the other party would be irreparably damaged if the provisions of this Section 31 were not capable of being specifically enforced, and agrees that the other party shall be entitled to equitable remedies for any breach of this Section 31, including but not limited to specific performance, injunctive relief, and similar remedies, in addition to, and cumulative with, any legal rights or remedies, including the right to damages.

32. Confidentiality and Maintenance of Records.

32.1. Compliance with Federal and State Confidentiality Requirements. CCSF and Siemens acknowledge and agree that all patient records shall be subject to the confidentiality and disclosure provisions of federal and state law and agree to maintain the confidentiality of all such records in accordance with such laws.

32.2. Confidentiality of CCSF Data. All of the data, records and information processed by or input onto the System, stored by Siemens, or otherwise provided to Siemens under this Agreement shall be and remain the property of CCSF to which CCSF retains exclusive rights and ownership. All of the reports, written or electronically recorded CCSF owned information, and data prepared, processed, assembled or stored by Siemens under this Agreement shall be submitted only to the Director or designee and shall not be divulged by Siemens to any other person or used for any purpose other than performance of this Agreement, except as required by law, unless otherwise first authorized in writing by CCSF. Except as provided in Section 43, the data of CCSF shall not be used by Siemens for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Siemens or commercially exploited or otherwise used by or on behalf of Siemens, its officers, directors, employees, or agents.

32.3. Third Party Discovery Requests. Except as otherwise provided in this Agreement, if any third party shall seek in any way to discover or otherwise gain access to, or production of ("Discovery") any information or any other data or records (collectively referred to as "Information") of one party that may be in the possession of the other party, the other party shall, if legally permitted, immediately notify the party whose Information is subject to the Discovery, and shall, at the written request of the party whose Information is the subject of the Discovery, cooperate with such party in its efforts to preclude, quash, limit, or otherwise impose a protective order or similar restriction on the Discovery.

32.4. Survival of Confidentiality. The provisions of Sections 31 and 32 shall survive the expiration or termination of this Agreement.

32.5. Equitable Remedies. Each party acknowledges and agrees that the other party would be irreparably damaged if the provisions of this Section 32 were not capable of being specifically enforced, and agrees that the other party shall be entitled to equitable remedies for any breach of this Section, including but not limited to specific performance, injunctive relief, and similar remedies, in addition to, and cumulative with, any legal rights or remedies, including the right to damages.

32.6. Work Papers To Be Maintained: Property of CCSF. Siemens agrees its work papers relating to CCSF under this Agreement are the property of CCSF.

32.7. Employment Non-Solicitation. Siemens and CCSF agree not to solicit the employment of the other party's employees during the term of this Agreement, without the express written consent of the other party.

33. Conflict of Interest.

33.1. Compliance with Conflict of Interest Laws. Siemens states that it is familiar with provisions of Section 15.103 and Appendix C8.105 of the Charter of the City of San Francisco, and Section 87100 *et seq.* of the Government Code of the State of California, incorporated herein by reference and made a part hereof, and certifies that it does not know of any aspects of its business or personal practices that constitute a violation of said sections.

33.2. No Financial Interest of CCSF Representatives. CCSF agrees that no officer, member or employee of CCSF and no member of its governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

33.3. No Influence by Siemens Representatives. No officer, director, or employee of Siemens, nor any member of a Siemens officer's, director's, employee's or family, shall serve on a CCSF

board or committee, or hold any position that either by rule, practice or action nominates, recommends, or supervises Siemens' operations, or authorizes funding to Siemens.

34. Audit, Inspection and Examination of Records.

34.1. Maintenance of Books and Audit Rights. Siemens agrees to keep and maintain and make available to CCSF accurate books, fiscal records, and all other materials relative to its activities funded under this Agreement. Siemens shall permit CCSF to audit, examine and make excerpts and transcripts from such books and records, and to audit all invoices, materials, project accounting records and other data related to all matters covered by this Agreement. Siemens shall maintain such books, records and materials in an accessible location and condition for a period of not less than five (5) years or after final audit has been resolved. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon CCSF by this Section.

34.2. Payment Adjustments. Siemens and CCSF agree to pay any financial adjustments necessitated by any audit described in Section 34.1. If Siemens is under contract to CCSF, the adjustment may be made in the next subsequent billing by Siemens to CCSF, or may be made by another written schedule determined solely by CCSF. In the event Siemens is not under contract to CCSF, written arrangements shall be made for audit adjustments, subject to the limitations on CCSF's payment obligations set forth in Section 41.

34.3. Verification of CCSF Costs by Government. Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Siemens will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of Siemens that are necessary to certify the nature and extent of costs incurred by CCSF for such services. If Siemens carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, Siemens will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the related organization will make available, upon written request of the Secretary of Health and Human Services of the Comptroller General of the United States or any of their duly authorized representatives, copies of records of the related organization that are necessary to certify the nature and extent of costs incurred for such services. This provision shall also apply to any contract between a subcontractor and an organization related to the subcontractor by control or common ownership.

34.4. Bankruptcy and Liquidation. In the event Siemens (1) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (2) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or (3) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; or (4) shall take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties; or (5) shall suffer any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing Siemens or any third party, including, without limitation, a bankruptcy trustee, to be empowered under

state or federal law to reject this Agreement or any agreement supplementary hereto, CCSF shall have the following rights:

A. In the event of a rejection of this Agreement or any supplement hereto by a bankruptcy trustee or Siemens successor in interest, Siemens shall return to CCSF copies of all existing CCSF-owned data, records and information, including PHI, in a form that is mutually agreeable to both parties.

B. In the event of a rejection of this Agreement or any agreement supplementary hereto, CCSF may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of CCSF to Siemens or the bankruptcy trustee or receiver, Siemens or such bankruptcy trustee or receiver shall not interfere with the rights of CCSF as licensee as provided in this Agreement or in an agreement supplementary hereto to obtain the source code(s) to the System and all System Components, excluding the equipment designated on Exhibit A and Wide Area Network, from the bankruptcy trustee or from a third-party escrow agent and shall, if requested, cause a copy of such source code(s) to be available to CCSF.

C. In the event of a rejection of this Agreement or any agreement supplementary hereto, CCSF may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Agreement under the Bankruptcy Code or applicable non-bankruptcy law.

D. In the event of a rejection of this Agreement or any agreement supplementary hereto, CCSF may retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

35. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other except as follows:

A. Siemens may assign this Agreement to a parent or subsidiary corporation, or a subsidiary of its parent corporation, or to a successor by purchase of substantially all of its assets, merger, or consolidation, provided (i) such assignment is in writing and in a form reasonably acceptable to CCSF, (ii) states that the assignee is accepting all obligations of Siemens under this Agreement and agrees to be bound by and discharge the Agreement's terms, conditions, and obligations as if it were the original party hereto, and (iii) includes a written opinion from a national accounting firm that the liquidity, capital resources, and overall financial position of the assignee entity, as reflected in its most recent annual report prior to such assignment, purchase, merger or consolidation, Securities and Exchange Commission Form 10K, and financial statements ("Financial Certification"), is such that it is capable of performing the obligations under this Agreement in a manner substantially comparable to Siemens. The Financial Certification shall include, but not be limited to, a discussion of current assets, current liabilities, current statement of income, and statement of current cash flows.

B. CCSF may assign this Agreement in the event of an affiliation, merger, acquisition, sale or disposition of substantially all of its health care facilities and assets, consolidation, or other joint operating arrangement between CCSF and a third party (ies), provided (i) such assignment is in writing and states that the assignee is accepting all obligations of CCSF under this Agreement and agrees to be bound by and discharge each of the Agreement's terms, conditions, and obligations as if it

were the original party hereto, and (ii) includes a written opinion from a national accounting firm that the assignee entity's overall financial position is sufficient to enable it to meet all payment obligations due under this Agreement.

36. Waiver. All waivers under this Agreement shall be in writing in order to be effective. No waiver by a party of any breach of this Agreement or waiver of any warranty, representation or other provision hereunder shall be deemed to be a waiver of any other breach, warranty, representation or provision (whether preceding, or succeeding, and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation, warranty, or other provision, whether or not the party accepting payment or performance knows of such breach at the time of acceptance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right of the non-defaulting party under this Agreement.

37. Independent Contractor.

37.1. Siemens Responsibility for Payment to Employees; Indemnity. Siemens acknowledges that it is at all times acting as an independent contractor under this Agreement and except as specifically provided herein, not as an agent, employee, or partner of CCSF. Siemens agrees to be solely responsible for all matters relating to compensation of its employees, including but not limited to compliance with laws governing worker's compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. At Siemens' expense as described herein, Siemens agrees to defend, indemnify, and hold harmless CCSF, its officers, agents, and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees as provided herein) (hereafter collectively referred to as "claims"), arising out of Siemens' failure to pay, when due, all such taxes and obligations by paying all amounts that a court finally awards or that Siemens agrees to in settlement of such claim(s) as well as any and all reasonable expenses or charges as they are incurred by CCSF in cooperating in the defense of such claim(s). CCSF agrees to give Siemens prompt written notice of any claim and to cooperate fully with Siemens in the defense, and any related negotiations of such claim. Upon receipt of written notice, Siemens will provide a defense of such claim by engaging attorneys of its own choosing and at Siemens' sole expense. CCSF may at its expense engage counsel of its own to participate in the defense independent of counsel engaged by Siemens. However, in the event a legal conflict arises from the representation by the attorneys selected by Siemens of both Siemens and CCSF, Siemens shall engage, at its sole expense, separate attorneys for CCSF. If it is finally determined that CCSF is legally obligated for the claim(s), CCSF shall reimburse Siemens for all legal fees and other amounts paid by Siemens associated with the engagement of a separate attorney due to a conflict in representation. In the event Siemens refuses to undertake CCSF's defense or engage separate counsel in the event in the event of a legal conflict, or fails to do either within a reasonable period of time following receipt of written notice of such a claim, CCSF shall have the right to undertake the defense through attorneys of its own choosing, compromise, or settle the claim(s) at the risk and sole expense of Siemens and Siemens shall pay such expenses as they are incurred.

37.2. No CCSF Benefits for Siemens. Siemens further acknowledges that as an independent contractor it is not eligible to participate in the CCSF Health Service System, vacation, holiday, retirement, or other employee programs. In the event that CCSF should exercise the Agreement termination provisions contained herein, Siemens shall have no recourse to any rights of appeal under

any CCSF rules and regulations that may be applicable to CCSF employees. Siemens shall not be reimbursed for any vacation, sick leave, or overtime conducted pursuant to this Agreement.

37.3. Conduct of Parties. The employees and agents of each party, and those of their respective customers, shall, while on the premises of the other, comply with all rules and regulations of the premises made known to the party, including all security requirements.

37.4. Personnel and Equipment. Siemens agrees that it has secured or shall secure at its own expense all persons, employees, and equipment required to perform the services required under and in accordance with this Agreement, and that all such services shall be performed by Siemens, or under its supervision, by persons authorized, qualified and competent to perform such services. CCSF agrees to make available the persons, employees, and equipment required to perform its obligations under and in accordance with this Agreement.

38. Transition from 2007 Agreements.

38.1. Termination of Obligations Under 2007 Agreements. This Agreement supersedes, in their entireties, the 2007 RCO Agreement and the 2007 PPS Agreement effective as of the date of this Agreement, so that as of that date, the 2007 RCO Agreement and the 2007 PPS Agreement are terminated except that those sections of the 2007 RCO Agreement and the 2007 PPS Agreement that deal with confidentiality shall nevertheless remain in effect. Without limiting the generality of the foregoing, effective as of the date of this Agreement, CCSF's license to the "Applications" (as defined in the 2007 RCO Agreement) is terminated and Siemens shall have no further obligation to make available the functionality of or to provide support for those "Applications" under the 2007 RCO Agreement, and CCSF shall have no further obligation to pay term license, remote computing, ASP, support, WAN, or other fees under the 2007 RCO Agreement with respect to those "Applications" for the period after the date of this Agreement. Likewise, without limiting the generality of the foregoing, effective as of the date of this Agreement, CCSF's license to the "Applications" (as defined in the 2007 PPS Agreement) is terminated and Siemens shall have no further obligation to make available the functionality of or to provide support for those "Applications" under the 2007 PPS Agreement, and CCSF shall have no further obligation to pay term license, support or other fees under the 2007 PPS Agreement with respect to those "Applications" for the period after the date of this Agreement.

38.2. Commitment to Limit Disclosure Regarding Transition from 2007 Agreements. In consideration of the terms of this Agreement, CCSF agrees not to disclose, beyond the extent disclosure is legally required, why certain of the "Applications" as defined in the 2007 RCO Agreement or the 2007 PPS Agreement are not being re-licensed under this Agreement. In particular, CCSF agrees not to publish, call attention to, or otherwise volunteer such information, instead disclosing it only to the extent to which CCSF is legally obligated.

38.3. Release Relating to 2007 Agreements. CCSF, in consideration of the terms of this Agreement, hereby fully, finally and forever releases Siemens and its parents, affiliates, successors and assigns, representatives, officers, directors and employees from any and all claims, demands and causes of action of any kind, known or unknown, whether based in contract, tort, negligence, or other theory of recovery, which have accrued as of the date of this Agreement and which arise out of, are based on or relate in any way to the 2007 RCO Agreement or the 2007 PPS Agreement. CCSF agrees that the promises made under this Agreement are in full and adequate consideration for the releases given herein. As a part of the consideration for this release, CCSF expressly represents and warrants that before executing this instrument, it has been fully informed of its terms, contents, conditions and effects, and

that in making this release, no compromise or representation of any kind has been made to it or anyone acting for it, except as is expressly stated in this Agreement.

38.4. Section 1542 Waiver Relating to 2007 Agreements. In granting the release herein, CCSF acknowledges that it has read and understands California Civil Code section 1542, which reads as follows:

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

CCSF expressly waives and relinquishes all rights and benefits under that section, and under any law of any jurisdiction of similar effect, with respect to the release contained in this Section 38 of any unknown or unsuspected claims under the 2007 RCO Agreement or the 2007 PPS Agreement.

39. Non-Discriminatory Employment Practices.

39.1. Siemens Shall Not Discriminate. In the performance of this Agreement, Siemens agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any CCSF employee working with, or applicant for employment with Siemens, in any of Siemens' operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Siemens.

39.2. Subcontracts. Siemens shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Siemens' failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

39.3. Non-Discrimination in Benefits. Siemens does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the CCSF or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

39.4. Condition to Contract. As a condition to this Agreement, Siemens shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

39.5. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by

reference and made a part of this Agreement as though fully set forth herein. Siemens shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Siemens understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Siemens and/or deducted from any payments due Siemens.

40. Local Business Enterprise Utilization; Liquidated Damages.

40.1. The LBE Ordinance.

Siemens, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Siemens' obligations or liabilities, or materially diminish Siemens' rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Siemens' willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Siemens' obligations under this Agreement and shall entitle CCSF, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Siemens shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

40.2. Compliance and Enforcement.

If Siemens willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Siemens shall be liable for liquidated damages in an amount equal to Siemens' net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of CCSF's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Siemens authorized in the LBE Ordinance, including declaring Siemens to be irresponsible and ineligible to contract with CCSF for a period of up to five years or revocation of the Siemens' LBE certification, if any. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Siemens acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to CCSF upon demand. Siemens further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Siemens on any contract with CCSF.

Siemens agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

41. Termination For Unavailability of Funds. In recognition that CCSF is a governmental entity and its operations and budgets are determined on an annual basis and that this Agreement is subject to the budget and fiscal provisions of the San Francisco Charter, CCSF shall have the right to terminate this Agreement as follows:

41.1. Right To Terminate. This Agreement will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated. CCSF has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other Agreements. CCSF budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Siemens' assumption of risk of possible non-appropriation is part of the consideration for this Agreement. In the event of termination for non-appropriation, Siemens shall be reimbursed in accordance with Section 24 (Payment Upon Termination).

41.2. Payment For Services. If this Agreement is terminated pursuant to Section 41.1, CCSF agrees to promptly pay Siemens all Siemens' fees and other charges determined to be due and payable as of the termination date.

41.3. Reinstatement. If this Agreement is terminated pursuant to Section 41.1, and if funds are appropriated for services of the kind contemplated under this Agreement during the year of termination or during the following year, then CCSF shall promptly notify Siemens in writing and Siemens shall have the right to reinstate this Agreement for that period for which funds are appropriated or the unexpired term of this Agreement as of the date of termination, whichever period is shorter in duration.

42. Taxes. CCSF shall be responsible for the payment by reimbursement of Siemens of all taxes imposed on Siemens or CCSF directly resulting from this Agreement or any performance under this Agreement, excluding taxes based on Siemens' income, Siemens employee payroll taxes, or those taxes associated with Siemens' place of residence or franchise. If CCSF provides Siemens with evidence of a tax exemption, including if available a tax exemption letter or number, Siemens shall not bill CCSF for taxes to which the exemption applies.

43. Aggregated Data. Siemens shall have the right to compile and distribute statistical analyses and reports utilizing aggregated data derived from information and data obtained from CCSF, other Siemens customers, and other sources. Such reports and analyses will not identify CCSF or any physician or patient of CCSF.

44. Interpretation of Agreement.

44.1. Conflict Between Agreement and Exhibits. In the event of any conflict or inconsistency in the interpretation of this Agreement (including its Exhibits), such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits.

44.2. Choice Of Law. This Agreement shall be deemed to be made in California and shall be construed in accordance with the laws of the State of California.

44.3. Venue. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the City and County of San Francisco, State of California. This choice of venue is intended by the parties to be mandatory and not permissive

in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding, brought in accordance with this Section.

44.4. Agreement Drafted By All Parties. This Agreement is the result of arms length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

44.5. Terminology. All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and *vice versa*.

44.6. Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

45. Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing, by personal delivery, by bonded courier or overnight delivery company, or by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this section):

TO CITY AND COUNTY OF SAN FRANCISCO:

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

and

Director, Management Information Systems
Department of Public Health
City & County of San Francisco Third Floor
1380 Howard Street
San Francisco, California 94103
FAX: (415) 255-3606

To Siemens:

Vice President of Finance, Siemens
51 Valley Stream Parkway
Malvern, Pennsylvania 19355
FAX: (215) 219-8333

and

Regional Vice President, West Region
6700 Koll Center Parkway, Suite 220
Pleasanton, California 94566
FAX: 925 846-7101

Notices shall be deemed received on the earliest of personal delivery, or twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

46. Entire Agreement. This Agreement is the entire Agreement between Siemens and CCSF with respect to the subject matter of this Agreement, and it supersedes, subject to the terms of Section 38 above, all other prior and contemporary Agreements, understandings, and commitments between Siemens and CCSF with respect to the subject matter of this Agreement.

47. Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

48. Mac Bride Principles -- Northern Ireland. CCSF urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. CCSF urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, Siemens acknowledges that it has read and understood this Section.

49. Drug Free Work Place. If Siemens is required by its performance under this contract to comply with the Drug Free Work Place Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), Siemens agrees to abide by all applicable terms and conditions of that Act.

50. Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Administrative Code Section 12I.5(b), CCSF urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

51. Resource Conservation. Chapter 21A of the San Francisco Administrative Code ("Resource Conservation") is incorporated herein by this reference. Any reports or other documents submitted by Siemens to CCSF shall be on recycled paper and printed on doubled-sided pages to the maximum extent possible. Failure by Siemens to comply with this requirement of Chapter 21A shall be deemed a material breach of this Agreement. In the event that Siemens fails to comply in good faith with this requirement of Chapter 21A, Siemens shall be liable for liquidated damages in an amount equal to Siemens' net profit under the Agreement or five percent (5%) of the total amount of the contract dollars, whichever is greater.

52. Compliance with Americans with Disabilities Act. Siemens acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Siemens shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Siemens agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Siemens, its employees, agents or assigns, shall constitute a material breach of this Agreement.

53. Beta Testing. Siemens, in its development of new Applications or upgrades to existing Application, frequently solicits customer involvement in that process by naming one or more customers as Beta Test Sites for the purpose of running the Application in a test environment and providing recommendations and suggestions to Siemens related to that Application. In the event that CCSF desires to take advantage of working as a Beta Test Site for such an Application, CCSF shall enter into a separate Amendment ("Beta Test Amendment") with Siemens, a copy of which is attached to this Agreement as Exhibit M.

54. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

54.1. Siemens shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Siemens has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Siemens; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

54.2. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Siemens of the terms of this Agreement. If, within thirty (30) days after Siemens receives written notice of such a breach, Siemens fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Siemens fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, CCSF may pursue any rights or remedies available under this Agreement or under applicable law.

54.3. Any Subcontract entered into by Siemens shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

54.4. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

55. Limitations on Contributions.

Through execution of this Agreement, Siemens acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Siemens acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Siemens further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Siemens's board of directors; Siemens's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Siemens; any subcontractor

listed in the bid or contract; and any committee that is sponsored or controlled by Siemens. Additionally, Siemens acknowledges that Siemens must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Siemens further agrees to provide to City the names of each person, entity or committee described above.

56. Requiring Minimum Compensation for Employees.

56.1 Siemens agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Siemens's obligations under the MCO is set forth in this Section. Siemens is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

56.2 The MCO requires Siemens to pay Siemens's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Siemens is obligated to keep informed of the then-current requirements. Any subcontract entered into by Siemens shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Siemens's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Siemens.

56.3 Siemens shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

56.4 Siemens shall maintain employee and payroll records as required by the MCO. If Siemens fails to do so, it shall be presumed that the Siemens paid no more than the minimum wage required under State law.

56.5 The City is authorized to inspect Siemens's job sites and conduct interviews with employees and conduct audits of Siemens

56.6 Siemens's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Siemens fails to comply with these requirements. Siemens agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Siemens's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

56.7 Siemens understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P

(including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Siemens fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Siemens fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

56.8 Siemens represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

56.9 If Siemens is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Siemens later enters into an agreement or agreements that cause Siemens to exceed that amount in a fiscal year, Siemens shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Siemens and this department to exceed \$25,000 in the fiscal year.

57. Requiring Health Benefits for Covered Employees.

57.1 Siemens agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

57.2 For each Covered Employee, Siemens shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Siemens chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

57.3 Notwithstanding the above, if the Siemens is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

57.4 Siemens's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Siemens if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Siemens fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Siemens fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

57.5 Any Subcontract entered into by Siemens shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Siemens shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Siemens shall be responsible for its

Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Siemens based on the Subcontractor's failure to comply, provided that City has first provided Siemens with notice and an opportunity to obtain a cure of the violation.

57.6 Siemens shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Siemens's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

57.7 Siemens represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

57.8 Siemens shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

57.9 Siemens shall keep itself informed of the current requirements of the HCAO.

57.10 Siemens shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

57.11 Siemens shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

57.12 Siemens shall allow City to inspect Siemens's job sites and have access to Siemens's employees in order to monitor and determine compliance with HCAO.

City may conduct random audits of Siemens to ascertain its compliance with HCAO. Siemens agrees to cooperate with City when it conducts such audits.

57.13 If Siemens is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Siemens later enters into an agreement or agreements that cause Siemens's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Siemens and the City to be equal to or greater than \$75,000 in the fiscal year.

58. First Source Hiring Program.

58.1 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Siemens shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

58.2 First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Siemens shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Siemens shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

58.2.1 Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

58.2.2 Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

58.2.3 Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

58.2.4 Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

58.2.5 Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a

City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

58.2.6 Set the term of the requirements.

58.2.7 Set appropriate enforcement and sanctioning standards consistent with this Chapter.

58.2.8 Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

58.2.9 Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

58.3 Hiring Decisions. Siemens shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

58.4 Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

58.5 Liquidated Damages. Siemens agrees:

58.5.1 To be liable to the City for liquidated damages as provided in this section;

58.5.2 To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

58.5.3 That the Siemens's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the Siemens to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the Siemens from the first source hiring process, as determined by the FSHA during its first investigation of a Siemens, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Siemens's failure to comply with its first source referral contractual obligations.

58.5.4 That the continued failure by a Siemens to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a

result of the Siemens's continued failure to comply with its first source referral contractual obligations;

58.5.5 That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

58.5.5.1 The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

58.5.5.2 In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a Siemens to comply with its first source referral contractual obligations.

58.5.6 That the failure of Siemens to comply with this Chapter, except property Siemens, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

58.5.7 Subcontracts. Any subcontract entered into by Siemens shall require the subSiemens to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

59. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12G, Siemens may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Siemens agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by CCSF's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Siemens violates the provisions of this section, CCSF may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Siemens from bidding on or receiving any new CCSF contract for a period of two (2) years. The Controller will not consider Siemens' use of profit as a violation of this section.

60. Preservative-treated Wood Containing Arsenic. Siemens may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from

the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under §1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Siemens may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Siemens from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

61. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Siemens, will be paid unless the provider received advance written approval from the City Attorney.

62. Supervision of Minors. DELETED in consideration of lack of involvement of minors in delivery of contract services or lack of use of city-operated parks, playgrounds, recreational centers or beaches.

63. Protection of Private Information. Siemens has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Siemens agrees that any failure of Siemens to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, CCSF may terminate this Agreement, bring a false claim action against Siemens pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Siemens.

64. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with CCSF's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on CCSF and its residents, and to prevent the further spread of graffiti.

Siemens shall remove all graffiti from any real property owned or leased by Siemens in the City and County of San Francisco within forty eight (48) hours of the earlier of Siemens' (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require Siemens to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works

Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Siemens to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

65. Food Service Waste Reduction Act. Siemens agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Siemens agrees that if it breaches this provision, CCSF will suffer actual damages that will be impractical or extremely difficult to determine; further, Siemens agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that CCSF will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by CCSF because of Siemens' failure to comply with this provision.

66. HIPAA. The parties acknowledge that CCSF is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Siemens falls within the following definition under the HIPAA regulations:

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- A Business Associate subject to the terms set forth in Exhibit P; or
- Not Applicable, Siemens will not have access to Protected Health Information.

67. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

68. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

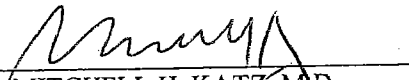
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY

CONTRACTOR

Recommended by:

Siemens Medical Solutions USA, Inc.

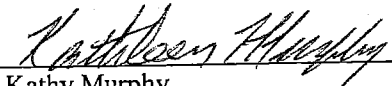

MITCHELL H. KATZ, M.D. / 7/26/10
Director of Health / Date


By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

Dennis J. Herrera
City Attorney


I have read and understood paragraph 48, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By: 
Kathy Murphy / 8/3/10
Deputy City Attorney / Date


Randy Hill / 10/2/2010
Chief Executive Officer / Date
51 Valley Stream Pkwy
Malvern, PA 19355

Approved:

City vendor number: 17005

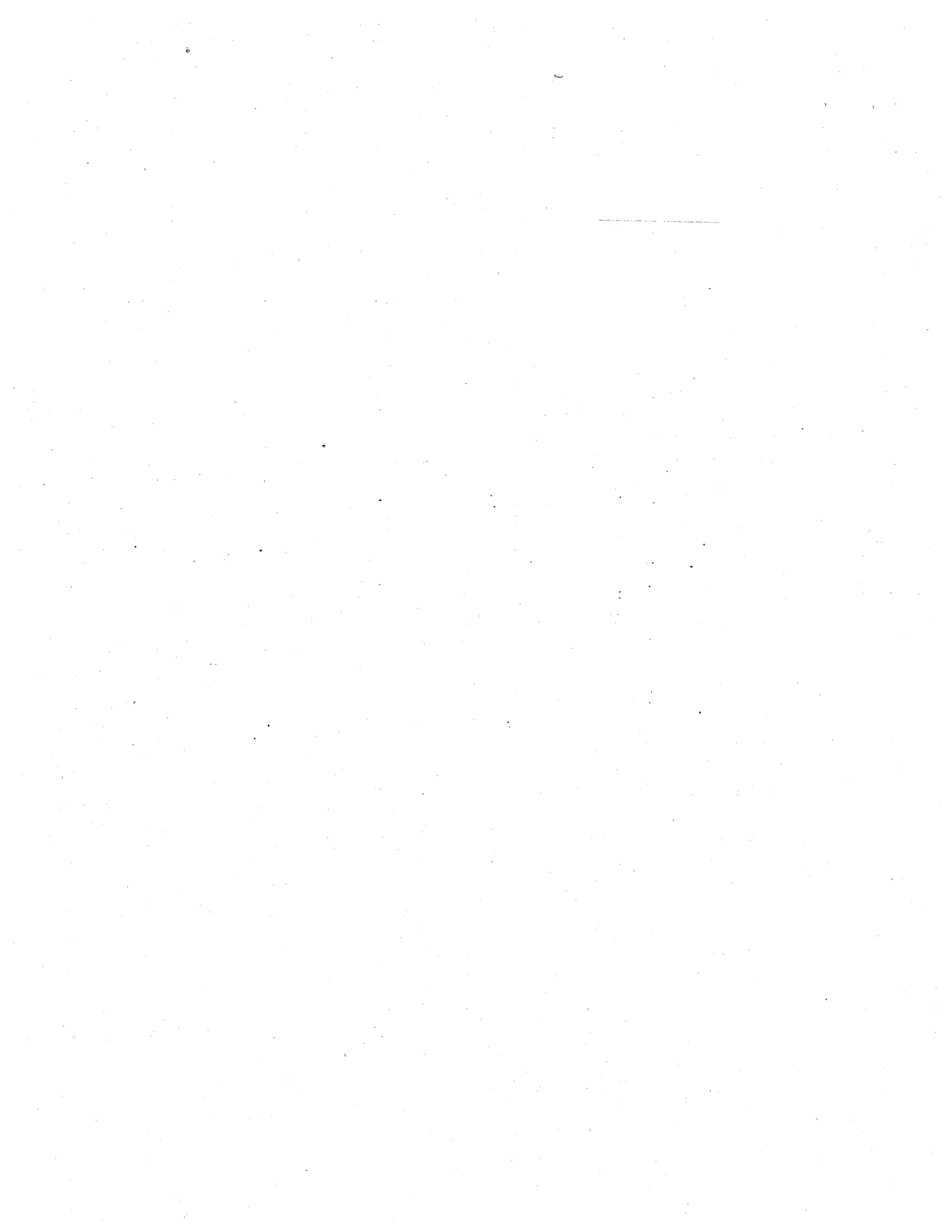
for 
Naomi Kelly / 8/3/10
Director of the Office of / Date
Contract Administration and
Purchaser

RECEIVED
10/11/1908

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Exhibits

Exhibit A	License, Support, Remote Computing, and ASP Services
Part I	Remote Computing Supplement
Part II	HDX EDI Supplement
Part III	In-House Computing Supplement
Part IV	Radiology Supplement
Exhibit B	Customization Detail
Exhibit C	CCSF Facilities and Locations
Exhibit D	Schedule 1s
Exhibit E	Technology Bids
Part I	EDM Equipment and Third Party Software
Part II	Radiology Equipment and Third Party Software
Exhibit F	Statements of Work
Part I	Statement of Work for INVISION Clinical Applications
Part II	Statement of Work for Project and Account Management Services
Part III	Statement of Work for Radiology
Exhibit G	Siemens Disaster Avoidance & Recovery Provisions
Exhibit H	Form of Acceptance Certificates
Exhibit I	Information Systems Center Application Availability Warranty
Exhibit J	ISC-based Applications System Response Time Warranty
Exhibit K	Source Code Escrow Agreement
Exhibit L	Summary of Siemens Travel and Living Policies
Exhibit M	Standard Beta Test Amendment
Exhibit N	Network Management Framework
Exhibit O	Initial User Network
Exhibit P	HIPAA Business Associate Addendum
Exhibit Q	Cash Flow Illustration
Exhibit R	Siemens Annual Report



**EXHIBIT A - PART I
CONFIDENTIAL**

Remote Computing Supplement

1. **Term.** This Part I Supplement shall be effective as of the date of and during the term of the Information Technology Agreement ("Agreement"), including any amendments or extensions thereto.

2. **Remote Computing Services.** Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Applications and their related Deliverables for the term of the Agreement subject to the terms and conditions of the Agreement. In the case of the Applications listed under Subsection 2.1 below, a license had been granted under the 2007 RCO Agreement, which is being replaced as described in the Agreement. Also during the term of the Agreement, Siemens shall provide support for the Applications in accordance with Section 16 of the Agreement. Siemens shall process the Facility's data at the Siemens ISC throughout the term of the Agreement using these Applications. CCSF shall pay the Recurring Monthly Fees listed in this Exhibit in accordance with the applicable terms and conditions of this Exhibit and the Agreement.

2.1 Existing RCO Applications.

<u>Description</u>	<u>Monthly Remote Computing Fee</u>
INVISION Base, including: <ul style="list-style-type: none">• Rules Engine• Quality Assurance• Builder's Edge• Physician's View• Resource Scheduling• Clinical Observation and Results• Clinical Archive• Browser Technology (NetAccess / OAS Gold)	Included*
INVISION Orders Module, including <ul style="list-style-type: none">• Med/IV Orders• Advanced Patient Assessments	Included*
INVISION Patient Accounting, including <ul style="list-style-type: none">• FMS Test System• Receivables Management Workstation• Collection Letters• Patient Accounts Archive• PA Outpatient Prospective Payment (PA OP PPS)• Receivables Policy Manager ASP	Included*
Lifetime Clinical Record (LCR)	Included*
Enterprise Access Directory (EAD) <ul style="list-style-type: none">• EAD Sophisticated Matching Algorithm Application (SMA)	Included*

EXHIBIT A - PART I
CONFIDENTIAL

2.2 New RCO Applications.

<u>Description</u>	<u>Monthly Remote Computing Fee</u>
INVISION Orders Charting	Included*
INVISION Clinician View	Included*
INVISION Clinical Notification Inbox	Included*
INVISION Med IV/Orders	Included*
INVISION POE Starter set	Included*
INVISION Bed Management	Included*

* - The referenced fees for these Applications are included in the Monthly Fee described in Section 4 below.

3. **ASP-Delivered Applications.** Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Applications and their related Deliverables; the licenses to the Applications listed under Subsections 3.1 and 3.3 below are for the term of the Agreement, and the license to the Applications listed under Subsection 3.2 below is perpetual, in each case the licenses are subject to the terms and conditions of the Agreement.. In the case of the Applications listed under Subsection 3.1 below, a license had been granted under the 2007 RCO Agreement, which is being replaced as described in the Agreement, and in the case of the Application listed under Subsection 3.2 below, a license had been granted under the 2007 PPS Agreement, which is being replaced as described in the Agreement.

Acting as CCSF's Application Services Provider ("ASP"), Siemens shall process the Facility's data at the Siemens ISC throughout the term of the Agreement using these Applications. CCSF shall pay the Recurring Monthly Fees listed in this Supplement, in accordance with the applicable terms and conditions of this Exhibit and the Agreement.

Where an Application is indicated as being licensed for a specific number of concurrent users, such number indicates the maximum number of users permitted to use such Application concurrently and such Applications may contain embedded software controls limiting user log on to the number of concurrent users licensed. CCSF agrees to permit Siemens, upon notice and reasonable request, to audit the number of concurrent users. CCSF may add concurrent users by executing an amendment with Siemens and paying the then current rate for the applicable number of concurrent user licenses. Where an Application is indicated as being licensed for a specific number of beds, such number indicates the maximum number of beds CCSF is permitted to have at those Facilities processing data using the Application and CCSF is required to notify Siemens within thirty (30) days of acquiring any additional beds.

CCSF shall take Delivery of the Application listed below within six (6) months from the date of the Agreement; or in any event, Delivery shall be deemed to have occurred within the applicable time-frame and the Initial Warranty Period shall be deemed to have commenced.

During the term of the Agreement, Siemens shall provide support for the Applications in accordance with Section 16 of the Agreement.

**EXHIBIT A - PART I
CONFIDENTIAL**

3.1 Existing Term-Licensed ASP Applications.

<u>Description</u>	<u>Monthly ASP and Term License Fee</u>
DSS Base	Included*
DSS Financial Performance	Included*

3.2 Existing Perpetual-Licensed ASP Application.

<u>Description</u>	<u>Monthly ASP and Support Fee</u>
Soarian Scheduling	Included*

3.3 New Term-Licensed ASP Applications.

<u>Description</u>	<u>Monthly ASP and Term License Fee</u>
DSS - Clinical Module	Included*
EDM Base (100 concurrent users)	Included*
EDM PFS (477 Beds at the San Francisco General Hospital Facility and 855 Beds (15 acute and 840 skilled nursing) at the Laguna Honda Hospital Facility)	Included*

* - The referenced Fee for these Applications is included in the Monthly Fee described in Section 4 below.

4. Fees. CCSF shall pay a Monthly Fee of \$255,347 commencing on the date of the Agreement and continuing throughout the term of the Agreement. To avoid any doubt, the parties acknowledge that this Monthly Fee is in addition to the Monthly Fee described in Section 4 of Part III of Exhibit A.

5. Equipment. CCSF shall retain and maintain all Equipment and such items of Third Party Software which are designated in Exhibit D, Schedule 1 as being required for CCSF to obtain, either from its existing resources, from Siemens and/or from a third party. CCSF agrees to purchase from Siemens and Siemens agrees to supply the items listed in the Technology Bid attached to the Agreement as Exhibit E in accordance with the applicable terms and conditions of the Agreement. All Equipment and Third Party Software listed in Exhibit E shall be delivered to a single location specified by CCSF prior to Equipment and Third Party Software delivery.

6. Monthly Wide Area Network Services Fee:

6.1 A Wide Area Network ("WAN") was established between the CCSF location for data processing and the ISC and shall continue to be maintained in good working order by CCSF. CCSF shall continue to grant Siemens such access to the CCSF location as is reasonably adequate for Siemens to provide such services.

6.2 The Monthly Wide Area Network Services Fee shall continue for the term of this Renewal. CCSF shall be responsible for all wide area and local area networks required to operate the

**EXHIBIT A - PART I
CONFIDENTIAL**

System(s), as specified by Siemens. That WAN and the corresponding Monthly Wide Area Network Services Fee are as follows:

Quantity	Description	Siemens ID	Monthly WAN Services Fee
1	Site Type 5D (DS3 port, 10 Meg PVC with IP backup) Includes Token Ring card	07676906	Included*

* - The referenced fee is included in the Monthly Fee described in Section 4 above.

6.3 If the configuration in Exhibit D, Schedule 1 is changed or enhanced, Siemens may increase the Monthly Wide Area Network Services Fee at Siemens' then-current rates for required additional network service units. CCSF agrees to install required enhancements. Backup long haul communications services shall be paid by CCSF to the supplier. If the Monthly Wide Area Network Services Fee charged by the communication services costs decrease, Siemens will provide written notification of the amount of decrease to permit CCSF to use the cost savings as a credit against other Siemens products or services CCSF may acquire in the subsequent year.

6.4 Siemens will monitor the rates charged by the long haul communication provider to assure that the rates and service levels are competitive with alternate suppliers. Siemens will include these findings in subsequent meetings with CCSF.

7. **Supplies and Other Services and Products.** Siemens will make available to CCSF upon request pre-printed form, supplies, microfiche services, printing services, data archival services, tape-to-tape services, bill formats, freight, other services, and miscellaneous items. CCSF shall pay Siemens' then-current rates for such items which CCSF obtains from or through Siemens. The monthly fees shown below are estimates, based upon CCSF current usage.

	<u>Estimated Monthly Fee</u>
Master Files on Tape	\$2,897
Forms	\$3,882
Postage Usage	\$8,123
Media Fees (Fiche and Paper)	<u>\$6,956</u>
Total	\$21,858

8. **Adjustments to Monthly RCO Fees.**

8.1 **Additional Data Storage**

8.1.1 Additional Data Storage Fees will be charged for data storage usage above the Base Data Storage and additional Base Data Storage listed in Exhibit D, Schedule 1 as Base and Incremental Data Retention/Usage. Siemens will provide CCSF with a monthly report on Data Storage usage of the Facility beginning a month after the date of the Agreement.

8.1.2 On each anniversary of First Productive Use of the first Application, Siemens shall review the actual monthly Data Storage usage for each Application over the previous twelve (12) months. CCSF will be billed monthly over the subsequent twelve (12) month period at Siemens' then-current rates for Additional Data Storage for all the prior twelve (12) months; however, such adjustment shall not decrease the Base Data Storage and Additional Base Data Storage Listed in Exhibit D, Schedule 1. For each subsequent twelve (12) month period, Siemens shall calculate the

EXHIBIT A - PART I
CONFIDENTIAL

Additional Data Storage fees on the same basis. If CCSF's actual data usage exceeds the Base Data Storage listed in Exhibit D, Schedule 1 by more than twenty percent (20%) during any month, CCSF will be billed at Siemens' then-current rates for Additional Data Storage for that month's excess data storage usage which is over on hundred twenty percent (120%) of the Base Data Storage. CCSF will be charged for data storage usage that is in addition to any excess usage which is associated with increased PRs as provide above.

8.2 Ad Hoc Reports

8.2.1 CCSF shall receive a monthly allowance of Archive Ad Hoc Reports ("Archive Ad Hoc Report Allowance") listed in Exhibit D, Schedule 1 as Archive Ad Hoc Reports Base and Incremental Data Retention. Archive Ad Hoc Reports in excess of the Archive Ad Hoc Report Allowance shall be billable at Siemens' then-current rates for such reports (currently \$30 per report).

8.2.2 CCSF shall receive a separate monthly allowance of Ad Hoc Reports listed in Exhibit D, Schedule 1 as Standard Ad Hoc Reports Base and Incremental Data Retention ("Ad Hoc Report Allowance") for other applicable Applications, exclusive of Archive Ad Hoc Report Allowance. On each anniversary of First Productive Use of the first Application, Siemens shall review the actual monthly Ad Hoc reports utilized for each Application over the previous twelve (12) months. If during these twelve (12) month period the actual monthly Ad Hoc Report utilization average increases or decreases by more than ten percent (10%) from the Ad Hoc Report Allowance, Siemens shall increase or decrease the Total Monthly Remote Computing Fee at Siemens' then-current rates for additional Ad Hoc Reports (currently \$2.50 per report) and shall establish a new Ad Hoc Report Allowance for the next successive twelve month period based on the prior year's usage, except that the Ad Hoc Report Allowance shall not be reduced below the Base Ad Hoc Report Allowance established in the attached Exhibit D, Schedule 1. If CCSF's utilization of Ad Hoc reports exceeds the Ad Hoc Report Allowance by more than twenty percent (20%) during any month, CCSF will be billed at Siemens' then-current rates for that month's excess report usage which is over twenty percent (20%) of the Allowance.

8.3 **End of Term.** At the end of the term, CCSF shall be billed for any Additional Data Storage usage during the last twelve months of the term.

9. Adjustments to ASP Fees.

9.1 The DSS Monthly ASP Fee shall be adjusted on an Annual basis commencing thirty (30) days from FPU if any one of the metrics identified in Exhibit D, Schedule 1 attached hereto increases by more than ten percent (10%) from the amounts listed therein. Siemens reserves the right to increase the rates and add additional data statistic values in the event a new Version of the Applications requires increased data processing resources.

9.2 The Base Data Storage for the DSS Applications shall include five (5) Gigabytes of disk space for data from an interface that Siemens did not develop. CCSF will be billed at the current Siemens' rate for each additional unit of disk space required.

9.3 The Monthly ASP Fee for the Soarian Enterprise Document Management (SEDM) Applications is based on 100 Concurrent Users. Commencing on First Productive Use of the SEDM Application, Siemens will perform periodic reviews of concurrent usage. Siemens reserves the right to increase the ASP Fee if the concurrent usage exceeds the maximum Concurrent Users by ten percent (10%) or more for three (3) consecutive months. All adjustments will be based on increasing the maximum Concurrent Users in increments of five (5).

**EXHIBIT A - PART I
CONFIDENTIAL**

9.4 The monthly ASP Storage Processing fee for the SEDM Applications includes a projected amount of storage and storage management services based on both the annual statistics and up to (but not in excess of) the total gigabytes indicated in Exhibit D, Schedule 1. Upon consumption of this storage allocation, CCSF 's required storage needs will be reassessed and an additional storage management fee for a subsequent allocation will be invoiced to CCSF at then-current rates.

10. **Miscellaneous.** For Applications operated from the ISC, upon CCSF's request, Siemens shall furnish to CCSF data files with file layouts at Siemens' then-current rates or as otherwise negotiated by the parties.

11. **Professional Services.** CCSF hereby engages Siemens to perform the professional services to deliver and install the new Applications and interfaces listed in this Exhibit and in Part III of Exhibit A in accordance with a Project Workplan as further described in the Statements of Work attached to the Agreement as Part I of Exhibit F. The professional service fees below reflect a discount off of Siemens current Professional Services rates; that discount is only valid if Siemens is performing all of the services described in the Statement of Work attached to the Agreement as Part I of Exhibit F. The discount is valid for the entire project provided CCSF permits Siemens to commence the engagement within twelve (12) months. If CCSF delays commencement, Siemens' then-current Professional Service rates shall apply. The professional service fees are net of all discounts and no other discounts shall apply.

11.1 **Specially Charged Professional Services to Implement INVISION Clinical Applications.** Siemens shall perform the following services on a time and materials basis. The estimate for said services is 6,936 hours for an estimated fee of \$1,158,312. The professional service fees for these services shall be waived. In the event that the actual hours for these services exceed 6,936, those excess hours shall be billed and paid monthly as incurred based on the actual hours performed. Travel and living expenses, which are estimated to be \$231,662, are not included in the fees and will be invoiced and paid monthly as incurred as provided in Section 9.3 of the Agreement.

Implementation and Value Add Services	Estimated Hours	Estimated Fee
Overall Engagement Services		
Project Leadership - Required Service	160	\$26,720
Overall Engagement Services Sub Total	160	\$26,720
Required Services		
Decision Support Solutions	132	\$22,044
Bed Management	316	\$52,772
Clinician View Med/IV Orders	1300	\$217,100
Clinician View Orders, Clinical Observations and Results (COR) and Clinical Archive	960	\$160,320
Lifetime Clinical Record	454	\$75,818
Patient Care Documentation	669	\$111,723
Physician Order Entry (POE) Starter Set	1470	\$245,490
Pharmacy Document Management	188	\$31,396
Base Imaging	687	\$114,729

**EXHIBIT A - PART I
CONFIDENTIAL**

Required Services Sub Total	6176	\$1,031,392
Additional Services		
Decision Support Solutions	4	\$668
Bed Management	200	\$33,400
Clinician View Orders	196	\$32,732
INVISION 3270 to Re-Mapped Pathways	200	\$33,400
Additional Services Sub Total	600	\$100,200
Total	6936	\$1,158,312

11.2 **Custom Programming.** Siemens shall provide the following item of Custom Programming. The estimate for said services is 16 hours for an estimated fee of \$2,672. The professional service fees for these services shall be waived. In the event that the actual hours for these services exceed 16, those excess hours shall be billed and paid monthly as incurred based on the actual hours performed. Travel and living expenses, which are estimated to be \$534, are not included in the fees and will be invoiced and paid monthly as incurred as provided in Section 9.3 of the Agreement.

Custom Programming	Estimated Hours	Estimated Fee	Monthly Support Fee
Custom Interfaces			
Base Imaging			
Mysis Lab Results Outbound to Enterprise Document Management	16	\$2,672	
Total	16	\$2,672	\$0

12. **Education.** Siemens shall provide and CCSF hereby agrees to pay for the following courses for the number of attendees designated at the fees listed below. CCSF shall commence paying Monthly Support Fees, if any, one (1) month following Delivery of the Course. The fees and course availability listed below are valid for twelve (12) months from the date of the Agreement; thereafter, Siemens then-current Education rates and course offerings shall apply. CCSF is responsible for educating its end users on the Third Party Software listed in Exhibit D, Schedule 1.

Course	Duration	Attendee Fee	Attendees	Total	Monthly Support Fee
On-Site Education					
Clinician View Med/IV Orders					
INVISION Clinician View Med/IV Orders	3 days		8	\$8,100*	
Clinician View Orders					
INVISION Clinician View Orders	4 days		8	\$10,800*	
Patient Care Documentation					
INVISION Patient Care Documentation	2 days		8	\$6,000*	
Physician Order Entry (POE) Starter Set					
INVISION POE Starter Set	4 days		8	\$10,800*	

**EXHIBIT A - PART I
CONFIDENTIAL**

Base Imaging					
Siemens EDM/Soarian HIM Filing & Bursting	2 days		8	\$6,000*	
Multi Media Education					
Bed Management					
INVISION Bed Management e.Class				\$300*	
Lifetime Clinical Record					
CNI e.Class				\$900*	
LCR Browser Enabled Problem List and Wellness e.Class				\$225*	
INVISION Medication Reconciliation using Lifetime Clinical Record e.Class				\$300*	
Pharmacy Document Management					
Siemens Pharmacy Document Management CD-ROM				\$2,000*	
Base Imaging					
Enterprise Document Management CD-ROM				\$3,000*	
Total				\$48,425*	

* - The referenced fees are waived.

13. **Professional Services - Project and Account Management Services.** CCSF hereby engages Siemens to perform professional services as further described in the Statement of Work attached to the Agreement as Part II of Exhibit F. Siemens shall perform the following services for the set fees listed below, as summarized in the table below:

13.1 For the term of the Agreement and commencing July 1, 2010, CCSF shall pay Siemens a fixed fee of \$13,750 per month to provide eighty-three (83) hours per month of Project and Account Management services. This monthly fee shall be subject to annual CPI adjustment per Section 9.5 of the Agreement, effective no earlier than July 1, 2013. Travel and living expenses, which are estimated to be \$115,500 over eighty-four (84) months, are not included in the fees and will be invoiced and paid monthly as incurred as provided in Section 9.3 of the Agreement.

Professional Services	Estimated Hours	Estimated Fee
Additional Services	7,000	\$1,155,000
Total	7,000	\$1,155,000

14. **Special Terms.** The Applications may contain embedded free software developed by third parties and licensed for use under a free software license. CCSF's right to use such free software is governed by the terms of the licenses accompanying such software, as provided in the Documentation. In addition, some vendors of third party products require that their terms and conditions may be subject to change over the course of the Agreement, in which event Siemens will post such changes to the customer-only web site or otherwise provide notice of such changes. Said changes shall become effective on the date of posting such notice. Listed below are special terms that relate specifically to certain third party products that are included in this Exhibit.

14.1 **Crystal for DSS.** The Decision Support Application is delivered with report viewer software from Business Objects, for which a named user license is required for each individual user who will use the Siemens Application. CCSF may separately purchase Crystal Reports Professional licenses

EXHIBIT A - PART I
CONFIDENTIAL

for each Named User who will also want to be able to create and/or modifying reports. The number of users listed indicates the maximum number of CCSF's employees who are designated by CCSF as the only authorized users of that Application and the Crystal software may contain embedded controls or counting devices which measure usage and limit logon to the number of licensed CCSF users. Crystal Reports software shall be used by CCSF solely to operate the Application, and may not be used with or for other Siemens or third party applications not listed herein, for development purposes, or (except with respect to report creating functions included with the Crystal Reports Professional licenses) to create custom reports not delivered with the Application. The annual maintenance fees listed for the Crystal software entitle CCSF to periodic upgrades of the Crystal software as they are made available from Business Objects and qualified by Siemens for use with the Application. The fees also permit CCSF to report problems encountered with standard report templates to Siemens for resolution, however "How to" questions and assistance with customized reports are separately billable.

14.2 **Crystal for EDM.** Soarian Enterprise Document Management ("SEDM") and Soarian HIM are delivered with report viewer software from Business Objects that supports three Concurrent Processing Licenses, allowing up to three simultaneous requests for reports at any given time. Crystal Reports software shall be used by CCSF solely to operate SEDM and Soarian HIM, and may not be used with or for other Siemens or third party applications not listed herein, for development purposes, or to create or modify reports not delivered with SEDM and Soarian HIM. The annual maintenance fees listed for the Crystal software entitle CCSF to periodic upgrades of the Crystal software as they are made available from Business Objects and qualified by Siemens. The fees also permit CCSF to report problems encountered with standard report templates to Siemens for resolution

14.3 **Sophisticated Matching.** EAD includes an Application called EAD Sophisticated Matching ("SMA"). SMA uses IBM software. The IBM software shall be used by CCSF solely to operate SMA, and may not be used for development purposes or to create any new functionality not present in EAD or to create new applications. SMA provides CCSF with the ability to do statistical analysis on patient records to help identify potential duplicate medical records. CCSF acknowledges that the SMA is only intended to provide guidance as to records that should be investigated to determine whether they actually pertain to the same individual. Due to the imperfect nature of statistical analysis, as well as inaccurate data input, the reports generated using SMA may contain errors and other problems such as, but not limited to, false positives (i.e., records identified as possibly pertaining to the same individual which actually relate to different individuals) and false negatives (i.e., separate records that are not identified as pertaining to the same individual but actually do relate to the same individual). Siemens does not warrant or guarantee any specific linkage or that a specific linkage weight shall have equivalent relative importance across multiple files, and CCSF assumes all responsibility for validating all SMA results before performing merges or splits of medical records.

15. **Allowance.** CCSF is entitled to a 2% Electronic Funds Transfer (EFT) Allowance on the entire invoice if the monthly invoice is paid within 5 business days of the receipt of invoice through EFT.

16. **Option for ePrescribing and eScripting Services.** After the General Availability Date of that service, Customer may elect to obtain from Siemens as Customer's ASP access to either or both of the following Optional Services for the Fees listed below throughout the term of the Agreement, provided that Customer (i) notifies Siemens in writing of its election and executes a corresponding amendment with Siemens within twelve (12) months of the date of the Agreement and (ii) commences the term of such Services within twenty-four (24) months of the date of the Agreement. Customer shall be responsible for any additional equipment necessary to obtain the Optional Services and for any additional costs (including but not limited to equipment, installation and support) which are necessary to implement the Optional Services. The Equipment and Third Party Software configuration attached hereto as Exhibit

**EXHIBIT A - PART I
CONFIDENTIAL**

D / Schedule 1 does not include use of the Optional Services. Siemens need not deliver a service before its General Availability Date.

<u>Services</u>	<u>Transaction Fee per Patient Found</u>	
ePrescribing – Medication History	\$1.15	
<u>eScripting</u>	<u>Minimum # Of Users</u>	<u>Monthly eScripting Service Fee**</u>
	100	\$ 2,600

**Monthly fee is based on actual number of subscribing providers based on chart below.

- First 100 Providers (1-100) @ **\$26.00/provider per month**
- Each additional 150 Provider (101-250) @ **\$23.75/provider per month**
- Each additional 150 Provider (251-400) @ **\$19.16/provider per month**
- All additional Providers (above 400) @ **\$14.16/provider**

**EXHIBIT A - PART II
CONFIDENTIAL**

HDX EDI Supplement

1. **Definitions.** The following definitions govern the meaning of these capitalized terms used in this Supplement and supersede definitions used elsewhere in the Agreement. All other capitalized terms are as defined in the Information Technology Agreement ("Agreement").

1.1 "EDI Services" mean those electronic data interchange services described in Appendix 1 to this Part II Supplement.

1.2 "Third Party Recipient(s)" mean any party to whom CCSF intends to send or receive Transactions using the EDI Services including payers, fiscal intermediaries, government entities or other service providers or information suppliers.

1.3 "Transaction" means the occurrence through an EDI Service of a CCSF information request to a Third Party Recipient, and/or the receipt by CCSF of a corresponding response or notification by that Third Party Recipient.

2. **Term.** The term of this Exhibit shall be coterminous with the term of the Agreement. Siemens' then-current standard rates will apply during any renewal term.

3. **EDI Services.** Siemens,, as successor by merger to Healthcare Data Exchange Corporation ("HDX") shall provide CCSF with the EDI Services listed in Appendix 1 to this Exhibit throughout the term of the Agreement solely for CCSF's own internal business use and the use of its Facilities.

4. **Warranties.** In addition to the warranties and disclaimers outlined in Section 7 of the Agreement, the following apply to the HDX EDI Services described in this Supplement:

4.1 Siemens will comply with the applicable Health Insurance Portability and Accountability Act ("HIPAA") rules for Electronic Transactions/Code Sets for those electronic data interchange transactions for which Siemens provides the gateway/router and related services.

4.2 NOTWITHSTANDING THE FOREGOING, SIEMENS MAKES NO REPRESENTATIONS OR WARRANTIES (A) WITH RESPECT TO THE UNDERLYING ACCURACY OR CORRECTNESS OF ANY OF THE DATA OR INFORMATION INPUT INTO THE SYSTEM OR COMMUNICATED TO/FROM CCSF VIA THE HDX EDI SERVICES, OR (B) WITH RESPECT TO THE AUTHORITY OF PARTICIPANTS TO SUBMIT INFORMATION TO THE SYSTEM OR ACCESS INFORMATION FROM IT.

5. **Support.**

5.1 Siemens will provide support for the HDX EDI Services and routers and for the connection between Siemens and third parties up to the point of Transaction transfer, as follows:

5.1.1 Siemens will work with CCSF to coordinate and plan first level support for EDI Services delivered via CCSF's healthcare information system

5.1.2 Siemens will provide on-call support via telephone, 24 hours/day, and 7 days/week. Routers will be replaced or repaired within four (4) hours after Siemens's receipt of a malfunction report from CCSF.

5.2 CCSF is responsible for the following support obligations:

EXHIBIT A - PART II
CONFIDENTIAL

5.2.1 CCSF will assist Siemens in establishing and/or maintaining support procedures, and will complete appropriate problem determination procedures prior to contacting Siemens.

5.2.2 CCSF will perform remedial action as reasonably requested by Siemens to assist in problem resolution.

5.2.3 CCSF is responsible for maintaining its own records of data submitted to the EDI Service.

5.2.4 CCSF will be responsible for any upgrades to the router required during the term.

6. **Limitation of Remedies.** The remedy for Siemens's breach of any provision of this Supplement shall be repair, re-performance or replacement by Siemens. In the event that such breach cannot be remedied by repair, re-performance or replacement by Siemens, or where a repair, re-performance or replacement remedy is not applicable, Siemens shall be liable only for direct damages, in the aggregate up to the sum of the EDI Service Fees paid by CCSF for each of the months in which Siemens's liability occurred. As amended, the Limitation of Remedies Section in the Agreement remains in full force and effect and shall apply to this Supplement.

7. **Required Pass-Through Provisions.** Payers, fiscal intermediaries, government entities, and other third party information suppliers may require that CCSF agree to comply with certain obligations (e.g., confidentiality, liability and scope of use) as a condition of accessing their information, in which event Siemens will post changes to the EDI web site or otherwise provide notice of such changes. Said changes shall become effective on the date of posting such notice. CCSF agrees to comply with such obligations as a condition of Siemens providing associated EDI Services. Siemens will pass-through to CCSF any fees charged to Siemens by payers, fiscal intermediaries, or other parties in connection with providing the EDI Services to CCSF.

8. **Miscellaneous.** The parties acknowledge that Siemens's ability to provide the EDI Services is dependent on Third Party Recipients. Siemens shall not be responsible for EDI Service interruptions or cancellations attributed to non-cooperation and/or non-participation of Third Party Recipients. Siemens will, however, assist CCSF in addressing any issues which may arise with such Third Party Recipients.

9. **Confidentiality.** Each party will implement appropriate policies and procedures for purposes of preventing unauthorized access to data, and unauthorized disclosure of data. CCSF authorizes Siemens to transmit the data for purposes of this Supplement. CCSF acknowledges that it is solely responsible for obtaining all required authorizations before submitting data to Siemens. For billing, audit and recovery purposes, Siemens shall log and maintain a record that a Transaction occurred. As amended, the confidentiality provisions of the Agreement shall also apply to this Supplement, and shall protect the confidential information of CCSF, Siemens, and Siemens' suppliers.

**EXHIBIT A - PART II
CONFIDENTIAL**

Appendix 1 to Part II of Exhibit A

Fees and EDI Services

1. **EDI Services.** CCSF shall be entitled to access the following EDI Services for the Facilities listed in Section 2 for the fees listed herein. CCSF shall commence paying Monthly Fees described below monthly in advance upon commencement of the applicable EDI Service. An EDI Service will be deemed to have commenced when CCSF's system is interfaced or connected to the EDI Service and CCSF is able to receive a response to transactions, or in any event within six (6) months of the date of this Supplement unless Siemens delays installation beyond said timeframe. CCSF shall pay the Transaction Fees monthly in arrears based on actual transactions volumes.

<u>Service Description</u>	<u>Monthly Fee</u>	<u>Transaction Fees</u>
Integrated Eligibility Service	Included*	**
HDX CD ROM	Included***	
Electronic Billing – MediCal	Included***	

* - the fixed monthly fee is are included in the Monthly Fee described in Section 4 of Part I of the Agreement's Exhibit A.

** - the fixed monthly fee includes 300,000 transactions per month; transactions in excess of 300,000 per month shall be chargeable at the rate of \$0.28 per transaction.

*** - the referenced fees are included in the Monthly Fee described in Section 4 of Part III of the Agreement's Exhibit A.

2. **Facilities.** CCSF may use the EDI Services to transmit transactions on behalf of the Facilities listed on the Agreement's Exhibit C.

**EXHIBIT A - PART III
CONFIDENTIAL**

In-House Computing Supplement

1. **Term.** This Part III Supplement shall be effective as of the date of and during the term of the Information Technology Agreement ("Agreement"). Siemens shall provide support for the Applications identified in this Part III Supplement in accordance with Section 16 of the Agreement.

2. **Applications.** Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Applications and their related Deliverables; the licenses to the Applications listed under Subsections 2.1 and 2.3 below are for the term of the Agreement, and the licenses to the Applications listed under Subsection 2.2 below are perpetual, in each case the licenses are subject to the terms and conditions of the Agreement. In the case of the Applications listed under Subsections 2.1 or 2.2 below, a license had been granted under the 2007 PPS Agreement, which is being replaced as described in the Agreement.

2.1 Existing Term-Licensed ICO Applications.

<u>Description</u>	<u>Monthly Term License Fee</u>
Siemens Pharmacy	Included*
Siemens Medication Administration Check (MAK)	Included*
OPENLink	Included*
FSI Outpatient Retail Pharmacy	\$1,195

2.2 Existing Perpetual-Licensed ICO Applications.

<u>Description</u>	<u>Monthly Support Fee</u>
Groupware	Included*
Custom Letter Mgmt	Included*

2.3 New Term-Licensed ICO Application.

<u>Description</u>	<u>Monthly Term License Fee</u>
Pharmacy Document Imaging (24 concurrent users)	Included*

* - The referenced fee is included in the Monthly Fee described in Section 4 below.

3. **Equipment and Third Party Software.** CCSF shall retain and maintain all Equipment and such items of Third Party Software which are designated in Exhibit D, Schedule 1 as being required for CCSF to obtain, either from its existing resources, from Siemens and/or from a third party. Siemens shall provide CCSF with licenses (replacing the licenses previously granted under the 2007 PPS Agreement) and support for the following Third Party Software throughout the term of the Agreement for the fees specified below.

**EXHIBIT A - PART III
CONFIDENTIAL**

<u>Description</u>	<u>Monthly Support Fee</u>
VPS	Included*
VPS/TCPIP	Included*
VPS Anyque	Included*
Crystal	Included*

* - The referenced fee is included in the Monthly Fee described in Section 4 below; the license fees for this Third Party Software were already paid, under the terms of the 2007 PPS Agreement.

4. **Fees.** CCSF shall pay a Monthly Fee of \$11,016 commencing on the date of the Agreement and continuing throughout the term of the Agreement. To avoid any doubt, the parties acknowledge that this Monthly Fee is in addition to the Monthly Fee described in Section 4 of Part I of Exhibit A.

5. **Custom Programming.** Siemens hereby grants CCSF a non-exclusive, non-transferable, perpetual license to the Custom Programming listed on Exhibit B, subject to the terms and conditions of the Agreement.. A license had been granted to that Custom Programming under the 2007 RCO Agreement, which is being replaced as described in the Agreement. Siemens shall provide support for that Custom Programming in accordance with Section 16 of the Agreement for the fee referenced below.

<u>Description</u>	<u>Monthly Support Fee</u>
Custom Support as specified in Exhibit B	Included*

* - The referenced fee is included in the Monthly Fee described in Section 4 above.

9. **Education.** Siemens shall provide support for the following course for the fee specified below.

Med Admin Check CBT on CD-ROM	Included*
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* - The referenced fee is included in the Monthly Fee described in Section 4 above.

6. **Special Terms.** The Applications may contain embedded free software developed by third parties and licensed for use under a free software license. CCSF's right to use such free software is governed by the terms of the licenses accompanying such software, as provided in the Documentation. In addition, some vendors of third party products require that their terms and conditions may be subject to change over the course of the Agreement, in which event Siemens will post such changes to the customer-only web site or otherwise provide notice of such changes. Said changes shall become effective on the date of posting such notice. Listed below are special terms that relate specifically to certain third party products that are included in this Exhibit.

6.1 **PA OPSS.** Siemens uses Third Party Software to accomplish certain features of the Patient Accounting Outpatient Prospective Payment System Application ("PA OPSS") and may change those suppliers at its sole discretion provided that the Application retains substantially equivalent functionality. Any Third Party Software provided by Siemens as part of PA OPS PPS shall be used by CCSF solely to operate the PA OP PPS Application, and may not be used for development purposes or to create any new functionality not present in the PA OP PPS Application or to create new applications.

EXHIBIT A - PART III
CONFIDENTIAL

6.2 **VPS.** VPS software is developed by Levi Ray & Shoup, Inc. ("LRS") and is licensed pursuant to an agreement between Siemens and LRS. For each copy of VPS/AnyQueue licensed, only one copy may be installed on a single server; however, each copy of VPS/AnyQueue may support multiple host connections. The above restrictions on the use of VPS software are in addition to all other applicable terms and conditions stated in the Agreement between Siemens and CCSF. Further, CCSF acknowledges and agrees that Siemens is solely responsible to CCSF for all obligations, warranties and remedies regarding the VPS software licensed under this Exhibit and that LRS has no such responsibility to CCSF. CCSF acknowledges that it may bring no claim or lawsuit against LRS for any breach or violation of any term or condition of this Exhibit or for any damages incurred under this Exhibit.

7. **FSI Outpatient Retail Pharmacy Upgrade Professional Services.** CCSF and Siemens agree that the professional services fee to install the new computer (which new computer CCSF is obtaining and supplying on its own, outside the Agreement), transfer the existing data, configure the new network, provide instructions on the differences between the old and the new systems, and configuration of the RedHat Linux Enterprise version operating system is in the amount of \$2,550. CCSF shall pay the fee upon completion of the installation.

**EXHIBIT A - PART IV
CONFIDENTIAL**

Radiology Supplement

1. **TERM.**

1.1 **Perpetual License.** The term of the license to the Applications identified in Section 2.1 below or Attachment A to this Exhibit is perpetual, subject to the terms and conditions of the Information Technology Agreement ("Agreement").

1.2 **Initial Warranty Period and Term of Support.** The Initial Warranty Period for the Applications identified in Attachment A to this Exhibit is six (6) months commencing on the Application's Delivery. Support for the Applications identified in Section 2.1 below or Attachment A to this Exhibit and for the Custom Programming identified in Section 3 below shall be provided in accordance with Section 16 of the Agreement. The support term shall be coterminous with the Agreement. Support is included at no additional charge during the Initial Warranty Period.

2. **Applications.**

2.1 **Existing Applications.** Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Applications and their related Deliverables; a license had been granted to these Applications under the 2007 PPS Agreement, which is being replaced as described in the Agreement.

<u>Application</u>	<u>Monthly Support Fee</u>
Siemens Radiology Management System	\$5,212.00
• Radiology Base	
• Radiology Scheduling	
• Automatic Fax	
• Mammography	
• Radiologist Workstation	
• Dictation Interface	

2.2 **Licensed But Not Yet Implemented Applications** Siemens hereby grants CCSF a non-exclusive, non-transferable license to the Applications listed in Attachment A of this Exhibit and their related Deliverables; a license had been granted to these Applications under a recent Amendment (the "syngo Upgrade Amendment") to the 2007 PPS Agreement, which is being replaced as described in the Agreement, and the parties' implementation and payment obligations with respect to those Applications have not yet been fulfilled and so are also being carried forward into this Exhibit. CCSF shall take Delivery of the Applications listed in Attachment A of this Exhibit within six (6) months from the date of the syngo Upgrade Amendment. "Procedure Volume" shall mean number of completed order requests based on DICOM MPPS methodology and as reflected in the administrator interface. Where an Application is indicated as being licensed for a specific Procedure Volume, such number indicates the maximum number of annual procedures that CCSF may run using the Application and CCSF shall permit Siemens to conduct an annual review of CCSF's actual Procedure Volume and, if CCSF's actual Procedure Volume has increased over the Procedure Volume listed in Exhibit D, Schedule 1, CCSF shall pay Siemens incremental license and support fees based on the corresponding growth in Procedure Volume.

3. **Existing Custom Programming.** Siemens hereby grants CCSF a non-exclusive, non-transferable license to the following Custom Programming; a license had been granted to this Custom Programming under the 2007 PPS Agreement, which is being replaced as described in the Agreement:

**EXHIBIT A - PART IV
CONFIDENTIAL**

<u>Custom Programming</u>	<u>Monthly Support Fee</u>
PSR 080205443901 - Siemens Radiology Programmer for integration between syngo Workflow V2	\$186.20

4. **Equipment and Third Party Software.** Attached to the Agreement as Exhibit D, Schedule 1 is the sizing and capacity assumptions and the Equipment and software configuration for the Facilities. CCSF shall procure all Equipment and such items of Third Party Software which are designated in Exhibit D, Schedule 1 as being required for CCSF to obtain, either from its existing resources, from Siemens and/or from a third party. CCSF agrees to purchase from Siemens and Siemens agrees to supply the items of Equipment and Third Party Software listed in the Technology Bid attached to the Agreement as Part II of Exhibit E in accordance with the applicable terms and conditions of the Agreement; Customer had agreed to purchase those items and Siemens had agreed to sell those items under the terms of the syngo Upgrade Amendment, and the parties' delivery and payment obligations with respect to those items have not yet been fulfilled and so are also being carried forward into this Exhibit. All Equipment and Third Party Software listed therein shall be delivered to a single location specified by CCSF prior to Equipment and Third Party Software delivery.

5. **Fees.** CCSF shall pay the fees and other amounts described in Attachment A in accordance with this Exhibit and with the other provisions of the Agreement.

5.1 **Support.** CCSF shall pay the Support Fees listed in Sections 2.1 and 3 above on the date of the Agreement. CCSF shall pay the Support Fees listed in Attachment A commencing at the end of the Initial Warranty Period.

5.2 **License and Equipment Fees.** CCSF shall pay the License and Equipment Fees listed in Attachment A as follows:

5.2.1 10% of the total Fees was due on the date of the syngo Upgrade Amendment; and

5.2.2 80% of the total Fees on the earlier of the Delivery Date of each such Application or ninety (90) days from the date of the Agreement, except that this ninety (90) day time frame shall be extended to the extent of any Siemens-caused delay in Delivery; and

5.2.3 10% of the total Fees upon the earlier of First Productive Use of each such Application, provided that all such Fees shall be paid within twelve (12) months from the date of the Agreement except that this twelve (12) month timeframe shall be extended to the extent of any Siemens-caused delay in First Productive Use.

6. **Networks.** CCSF shall be responsible for all local area networks and wide area networks, if any, required to operate the System(s).

7. **Implementation.**

7.1 CCSF hereby engages Siemens to perform the professional services listed in the Statement of Work ("Statement of Work") attached as Part III of Exhibit F to the Agreement for the Implementation Fees listed in Attachment A to this Exhibit; Customer had engaged Siemens to perform those services under the terms of the syngo Upgrade Amendment, and the parties' performance and payment obligations with respect to those services have not yet been fulfilled and so are also being carried

**EXHIBIT A - PART IV
CONFIDENTIAL**

forward into this Exhibit. CCSF shall pay all travel and living expenses in accordance with the applicable terms of the Agreement. The estimate for said services is listed in the Statement of Work. The professional service fees for these services shall be billed and paid monthly as incurred based on the actual hours performed. Travel and living expenses, which are estimated to be \$45,748, are not included in the fees and will be invoiced and paid monthly as incurred as provided in Section 9.3 of the Agreement.

7.2 Siemens shall provide the Custom Programming listed in the Statement of Work for the fees listed in Attachment A; Customer had engaged Siemens to perform those services under the terms of the syngo Upgrade Amendment, and the parties' performance and payment obligations with respect to those services have not yet been fulfilled and so are also being carried forward into this Exhibit. CCSF shall pay the Custom Programming Fees in accordance with Subsection 6.1 of this Exhibit. CCSF shall commence paying Support Fees, if any, three (3) months following Delivery of the Custom Programming.

8. **Education.** Siemens shall provide and CCSF hereby agrees to pay for the training classes listed in the Statement of Work; Customer had engaged Siemens to provide those classes under the terms of the syngo Upgrade Amendment, and the parties' performance and payment obligations with respect to those classes have not yet been fulfilled and so are also being carried forward into this Exhibit. The fees and course availability listed in the Statement of Work are valid for twelve (12) months from the date of the Agreement, thereafter Siemens current Education rates and course offerings shall apply. CCSF is responsible for educating its end users on the Third Party Software listed in Exhibit D, Schedule 1.

9. **Special Terms.** The Applications may contain embedded free software developed by third parties and licensed for use under a free software license. CCSF's right to use such free software is governed by the terms of the licenses accompanying such software, as provided in the Documentation. In addition, some vendors of third party products require that their terms and conditions may be subject to change over the course of the Agreement, in which event Siemens will post such changes to the customer-only web site or otherwise provide notice of such changes. Said changes shall become effective on the date of posting such notice. Listed below are special terms that relate specifically to certain third party products that are included in this Exhibit.

9.1 The American College of Radiology does not assure users of protection against intellectual property claims from others arising from the use of its materials. Syngo Workflow includes LEXICON and INDEX software, which is proprietary to the American College of Radiology. Accordingly, Siemens' intellectual property indemnification obligation under the Agreement shall not apply to claims relating to either the LEXICON and INDEX software or any software proprietary to the American College of Radiology which is included in the syngo Workflow Applications.

**EXHIBIT A - PART IV
CONFIDENTIAL**

Attachment A to Part IV of Exhibit A - Pricing

Fee Type	Part Number – Description	Extended Net Price
License	10408141 - sW SLR High Availability PL (t5)	\$36,405

- Achieve business continuity objectives for essential clinical applications
- Reduces unscheduled downtime from hours to minutes
- Supports an automated fail-over of the syngo Workflow application from one node to another in an active/passive two node cluster
- Includes an application health check which monitors key components:
 - Sybase database engine
 - Application services
 - Messaging subsystem (BEA MessageQ)

Equipment	syngo Workflow Technology Bid	\$135,300
Implementations	syngo Suite Professional Services	\$126,326
See Part III of Exhibit F - Statement of Work		

EXTENDED TOTAL NET PRICE **\$298,031**

Service	Start	Duration	Extended Net Price
sW SLR High Availability SE (t5)			\$765 per month
Sybase Monthly Support Fee			\$970 per month
TOTAL	Upon expiration of Initial Warranty	Coterminous with the Agreement	\$7,133 per month

EXHIBIT B
CONFIDENTIAL

Customization Detail

Custom Programming

Description

PRJ# 9407189119	Radiology Results (RTI)
PRJ# 9407189118	LCR Sunquest Results
PRJ# 9407189105	SIGH Custom Bill Forms
PRJ# 9407189120	Transcription Interface
PRJ# 9600881801	Add Hosp Defined PRDOC
PRJ# 9510150701	New FAMIS GL Interface
PRJ #9510150703	Revisions to FAMIS INT
PSR# 9510571402	Custom Alias Name INQU
PSR #9607136801	LCR Interface from FOU
PRJ# 9407189102	SIG - Standard HL7 Int
PRJ# 9708657301	MICRS Reporting Change
PSR# 9105296901	Change to CA Remit Tape
PSR# 9213068113	Online Base 36 to 10
PSR# 9213068115	Custom Geno (CHPPGENY)
PSR# 9213068116	RCO MIG-PAT Appt PROC
PSR# 9213068117	RCO MIG-Alias Weightg
PSR# 9404604202	OLCP RPT-to RCO PA22
PSR# 9213068104	RECIRC Error File
PSR# 9213068109	RCO-Alias
PSR# 9401023801	MIG Intf to RCO-DS22
PSR# 9400315907	Appt Card Flex Report
PSR# 9400315908	ER and IP Return Rpts
PSR# 9400315904	SFPROFE1
PSR# 9400315905	ATP Processing
PSR# 9400315902	FAMIS
PSR# 9400315910	HMS Processing
PSR# 9400315911	CPD Charge Report
PSR# 9414995201	Bus Off Prod Stats Rpt
PSR# 9420493001	Add OAS Profile Flex to GL FAMIS Interface
PSR# 9411432901	MICRS Reporting
PRJ# 9407189115	Radiology (SD&G) to IH
PRJ# 9407189118	Sunquest to LCR Interf
PRJ# 9407189119	Rad to LCR Interface
PRJ# 9400315903	FAMIS GL Interface
PRJ# 9400315906	Charge Edit Processing
PRJ# 9400315909	BDR Processing
PRJ# 9213068111	AR BLIP
PRJ# 9400315912	AR Late Charge Report
PRJ# 9400315913	SFAPCP-PIDX Update
PRJ# 9407189124	Sunquest Orders RTIF I
PRJ# 9407189115	Radiology ADT and Order
PSR #030121109901	Authentication Services
PSR 0211197402	Supp Fee/RTIF Add-On Orders
PSR #040513472801	Novius Radiology Interface V24 with Agfa PACS
PSR # 050811319001	Support fee HL7 TIF Interface
PSR # 0508307696-01	Support fee for Revenue Master Ad Hoc
PSR # 060303196101	Support fee for Reports & Files
PSR #070713328202	Support I/F Daily Audit Report
PSR 071101032101	RTIF interfaces into LCR

**EXHIBIT C
CONFIDENTIAL**

CCSF Facilities and Locations

San Francisco General Hospital (SFGH)
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Adult General Medicine Clinic
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Family Health Center
1001 Potrero Avenue
San Francisco, CA 94110

Castro Mission Health Center
3850 17th Street
San Francisco, CA 94114

Maxine Hall Health Center
1301 Pierce Street
San Francisco, CA 94115

Silver Avenue Family Health Center
1525 Silver Avenue
San Francisco, CA 94112

Chinatown Public Health Center
1490 Mason Street
San Francisco, CA 94122

Ocean Park Health Center
1351 24th Street
San Francisco, CA 94122

Potrero Hill Health Center
1050 Wisconsin Street
San Francisco, CA 94107

Southeast Health Center
2401 Keith Street
San Francisco, CA 94124

Tom Waddell Clinic
50 Ivy Street
San Francisco, CA 94102

Laguna Honda Hospital
375 Laguna Honda Boulevard
San Francisco, CA 94116

**EXHIBIT C
CONFIDENTIAL**

San Francisco Mental Health Rehab Facility
887 Potrero Avenue
San Francisco, CA 94110

Youth Guidance Center (Special Programs for Youth)
375 Woodside Avenue
San Francisco, CA 94127

Larkin Street Center (S.P.Y.)
1044 Larkin Street
San Francisco, CA 94109

Cole Street Clinic (S.P.Y.)
555 Cole Street
San Francisco, CA 94117

North of Market Senior Services
333 Turk Street
San Francisco, CA 94102

Balboa Teen Health Center
1000 Cayuga Avenue, #156
San Francisco, CA 94112

Health At Home
45 Onondaga Street
San Francisco, CA 94112

SFGH Children's Health Center
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Positive Care
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Urgent Care Clinic
1001 Potrero Avenue
San Francisco, CA 94110

SFGH Women's Health
1001 Potrero Avenue
San Francisco, CA 94110

In Home Support Services
1650 Mission
San Francisco, CA 94110

**EXHIBIT C
CONFIDENTIAL**

Jail Health Services:

County Jail #1
850 Bryant Street, 6th Floor
San Francisco, CA 94103

County Jail #2
850 Bryant Street, 7th Floor
San Francisco, CA 94103

Medical Records
850 Bryant Street, Rm G24
San Francisco, CA 94103

Tuberculosis Program
850 Bryant Street, Basement
San Francisco, CA 94103

County Jail #8
425 7th Street, 2nd, 3rd, 4th Floors
San Francisco, CA 94103

County Jail #9
425 7th Street, 1st Floor
San Francisco, CA 94104

County Jail #3
1 Moreland Drive
San Bruno, CA 94066

County Jail #7
1 Moreland Drive
San Bruno, CA 94066

Jail Health Administration
650 5th Street, Suite 309
San Francisco, CA 94107

Jail Psychiatric Services
984 Folsom Street
San Francisco, CA 94107

Forensic AIDS Project
798 Brannan Street
San Francisco, CA 94103

**EXHIBIT C
CONFIDENTIAL**

Jail Health Services – continued

SFGH
Ward 7D, Ward 94
1001 Potrero Avenue
San Francisco, CA 94110

Citywide Case Management
939 Market Street
San Francisco, CA 94103

Homebase/Continuum
44 McAllister Street
San Francisco, CA 94102

Drug Court
509 6th Street
San Francisco, CA 94118

Communicable Disease Control Unit
101 Grove Street, Room 408
San Francisco, CA 94102

Breast and Cervical Cancer
30 Van Ness Avenue, Suite 2300
San Francisco, CA 94102

Tuberculosis Outreach Prevention Services
973 Market Street
San Francisco, CA 94103

Barbara Havassey
Enrique Menendez
UCSF
San Francisco, CA 94143

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Schedule 1s

Customer: City and County of San Francisco Department of Public Health
Date: February 22, 2010

INVISION REMOTE COMPUTING OPTION

Schedule 1 Part I

Sizing and Capacity

Customer: City and County of San Francisco Department of Public Health

**Assumptions:
Processing Requirements
31,022**

Base Allowances and Data Storage			Additional Allowances and DataStorage	
	Base	Units	Units	Fee
Reports				
Standard AD HOC Reports	17,346	Reports	1 Report	\$2.50 per Report
Patient Accounting Archive (PAA) ADHOC Reports	641	Reports	1 Report	\$30 per Report
Data Storage				
Accounts on File (Patient Accounting)	1,892,847	Accounts	1 Account 25,000	\$0.10 per Account \$0.01 x PR x
Patient Accountitng Archive Accounts	9,134,312	Accounts	Accounts	Increment
Active File	539,867	Patient	1 Patient	\$0.35 per Patient

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Schedule 1

Customer: City & County of San Francisco
Date: January 22, 2010

<u>Applications</u>	<u>Release</u>
Soarian Enterprise Document Management	24.09
- Base	
- Patient Financial Services	

Tracking Code: 100325KO1630S-V24-09

Customer Statistics

Annual Inpatient Admissions	12,092
Annual Outpatient Visits	238,500
Annual ER Visits	35,200
Annual Outpatient Surgeries	5,900
Financial System	Invision
Base and Patient Financial Services (PFS)	
Total Number of Scanned Pages Per Year	3,083,130
Total Number of Backscanned Pages	0
Total Number of Electronically Transferred Pages Per Year	5,767,583
Number of GB in Backloaded Pages	0
Number of KB per Scan Page	60
Number of KB per Electronically Transferred Pages	6

Minimum Equipment and Third Party Software Requirements:

Initial Storage Allocation

Disk Space Allocation 991GB

The initial disk storage allocation will support approximately 24 months of data. The rate that disk space is consumed depends on various factors, such as; the actual number of pages stored each year, the document page size and format, and the color and resolution of the scanner(s) used to capture images.

- Annual Growth Estimate: 492GB

Notes

- Customers may select and implement a scanner of their choice. If the scanner does not appear on the list of scanners deemed compatible with Siemens Enterprise Document Management, Siemens, at the customer's request and for a fee, will provide the optional service of testing alternative scanning solutions via the Professional Services Organization.
- The Siemens Scan Station requirements may be less than those recommended by scanner vendors. It is recommended that the higher of the two workstations requirements (either Siemens' or the Scanning Vendor's) be used to support the chosen scanners. Also, if a desired scanner requires a SCSI card, ensure the card will fit in the workstation used as the Scan Station.

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- Scanning vendors implement the TWAIN interface differently; Siemens recommends purchasing a single scanner in order to thoroughly test the scanner's capabilities to the customer's scanning needs.
- The routing services for Auto-Document Routing needs access to the Fax Server, the printers, and the SMTP Server.

EDM ASP Workstation – For Base, Patient Financial Services, and Pharmacy Document Management

Required Equipment:

- 1.4 GHz Intel Pentium Processor
- CD-ROM
- 10/100/1000 MB Network Interface Card
- Video Adapter Card
- Dual Ported Video Adapter Card – for Pharmacy Document Management – Pharmacist Workstation
- 17" Color Monitor, 19" Color Monitor for Scanning
- Dual Monitors – for Pharmacy Document Management – Pharmacist Workstation
- Keyboard and Mouse
- 1 GB RAM
- 2 GB Available Disk Space
- Fax Board – For On-Demand Send
- Siemens Approved 32-Bit TWAIN Scanner compatible with the native mode of the workstation's Operating System

-Required for those workstations used for scanning

-A selected scanner may have workstation requirements above those needed for Enterprise Document Management

-For Pharmacy Document Management place one scanner at each nurse station; purchase one spare scanner for every ten scanners.

Required Third Party Software:

- Microsoft Windows XP Professional or Vista Workstation License

-On-Demand Send requires Windows XP Professional

-The OS may be Limited Based on Certain Scanners Models

- Microsoft Windows 2003 Client Access License
- Microsoft Internet Explorer 6.0, 7.0 or 8.0 with the XML parser

-Public Internet access requires 128 bit encryption version

- Adobe Acrobat Reader 8.1 or 9.1.2
- Symantec pcANYWHERE32 Version 11.5 (*1 copy required for support of IMS application software*)
 - A minimum of one host copy of pcANYWHERE32 software must be installed on any workstation, which requires support from Siemens via remote access. Customers should consider having additional copies of pcANYWHERE to prevent deinstalling pcANYWHERE from one workstation and reinstalling it on another

Imaging Fax/Routing Server (4 Port)

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Required Equipment:

- Intel Server with (1) 3.0 GHz Processor
- CD ROM Drive
- Video Adapter Card
- 100/1000 MB Ethernet NIC
- 3.0 GB RAM
- (2) 72GB 10K Wide Ultra SCSI, Hot Pluggable Hard Drives
- Hot Plug AC Redundant Power Supplies
- Brooktrout 4-Port Fax Board supported by Esker. Some cards require Esker FaxServer Feature Pack 1.
- Integrated Controller capable of supporting RAID 1

Required Third Party Software:

- Microsoft Windows 2003 Server License – 32 Bit License
- Esker Fax V5.0 Workgroup Licensing for 4 Lines
- Symantec pcANYWHERE32 V11.5 Host/Remote

Backup

Required Equipment:

- Tape Library with the capacity to backup all Imaging Intel Servers within the end-user's acceptable timeframes
- SCSI or Fibre-Channel card directly-attached to a separate Backup Server

Required Third Party Software:

- Backup software capable of performing image backups, not just file-level backups, and supported by the Tape Library – Must include backup agents for Windows

Windows Domain Control

Windows Domain Control is required to establish user security for the Enterprise Document Management application. An existing Windows Domain Control may be used for this purpose. If one does not exist, Siemens recommends implementing Windows Active Directory Services in accordance to the specifications published by Microsoft Corporation.

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Schedule 1

Customer: CITY & COUNTY OF SAN FRANCISCO
Date: 1/22/2010

<u>Applications</u>	<u>Release</u>
Pharmacy	24.0
Med Administration Check	24.0
Siemens Pharmacy Document Management	24.0

Tracking Code: 091016MW0210S

Customer Statistics

Siemens Pharmacy	
Number of Concurrent Users	14
Number of Concurrent UDA Users	4
Number of Inbound Interfaces	2
Number of Entities	1
Number of Sites per Entity	1
Number of Beds	430
Number of Pharmacy Orders Per Day	2400
Number of Years to Retain Pharmacy Orders	7
Application Auditing System	
Will you be implementing Application Auditing System?	Yes
If Yes, do you wish to retain more than one year of audit data on-line?	No
Med Administration Check	
Number of Concurrent Nursing Users Administering Medications	100
Siemens Pharmacy Document Management	
Total Number of Pharmacy Doc Mgmt Concurrent Users	48
Total Number of Scanned Pages Per day	2,400
Total Number of months to retain documents if more than 6	30

Notes

- Pharmacy Document Management also requires Enterprise Document Management release 24.05.02 or higher
- If a customer chooses to use an existing SAN, the customer must verify the SAN supports the OpenVMS operating System, and RAID implementation is provided. Siemens recommends separate physical drives per label. Any issues pertaining to SAN performance, hardware, or maintenance is the responsibility of the customer. Additional implementation fees may apply when a SAN is used with the Siemens Pharmacy system.

Minimum Equipment and Third Party Software Requirements:

Pharmacy Workstation

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Required Equipment:

- A 100% compatible Pentium III processor or higher – capable of supporting dual video cards for Document Imaging
- 10/100MB network interface card supported by the network
- 17" SVGA 1024 x 768 resolution color monitor – (2) 17" Monitors LCD recommended for Document Imaging
- Windows supported pointing device
- 512MB RAM
- 1.5GB of disk space

Required Third Party Software:

- The supported platforms are: Microsoft Windows 2000 Professional Edition Service Pack 4 and above, Windows XP Professional (recommended) Service Pack 2 and above, Windows 2000 Terminal Server Edition, Windows 2003 Terminal Server Edition.
- Microsoft Framework v2.0
- Microsoft Access 2003, 2007 or Business Objects Crystal Reports 11 is required for tailoring of UDA reports
- VT emulation package, Siemens recommends NetManage Rumba Office required for text base functionality

Point-of-care PC Workstation

Required Equipment:

- A 100% compatible Pentium III processor or higher
- 10/100MB network interface card supported by the network
- 15" SVGA 1024 x 768 resolution color monitor
- Windows supported point device
- 512MB RAM
- 1.5GB of disk space

Point-of-Care Tablet

- Windows® XP Tablet PC Edition
- A 100% compatible Pentium III processor or higher (min 1.2 ghz)
- 10.4" XGA TFT LCD (1024 x 768)
- 802.11 a/b/g wireless network interface card supported by the network
- 1.5GB of free disk space or higher
- 512MB of RAM or higher
- RSS Capable Integrated barcode scanner or 1 free USB port on the Tablet

Barcode Scanner:

- Reduced Space Symbology capable barcode scanner

Required Third Party Software:

- The supported platforms are: Microsoft Windows 2000 Professional Edition Service Pack 4 and above, Windows XP Professional (recommended) Service Pack 2 and above, Windows 2000 Terminal Server Edition, Windows2003 Terminal Server Edition
- Microsoft Access 2003 or Business Objects Crystal Reports 11 is required for tailoring of UDA reports

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Existing Application/Database Server consists of:

Hp Alpha Server ES45 M2B with (2) 68/1000MHz processors
41U Tall M Series Cabinet, with redundant 240V PDUs with N+1 power redundancy
16X DVD Rom
1.44MB floppy drive
PCI to dual 10/100 Ethernet
1GB memory
StorageWorks 2Gbit Fibre Channel Host Bus Adapters
MSA1000 Fibre Channel storage system with dual controllers, each with 512MB cache
(29) 36GB 15K rpm disk drives,
2.86/5.72TB SDLT220 (1DR/26SLOT), with dedicated single channel adapter
(15) SDLT 110/220 tape cartridges
Compuserve 3800 Plus modem
15" flat panel LCD display and 104 key keyboard with trackball
32 Concurrent OVMS User License
OVMS Alpha Documentation on CDRom
CyberTools Windows Runtime Tailoring Software
29 InterSystems Cache' Elite Single Server Licenses
Oracle Transparent Gateway License

Required in addition to the above:

- 1GB of RAM
- InterSystems Cache' V5.2 user count of 85

**EXHIBIT D
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Schedule 1

Customer: **CITY & COUNTY OF SAN FRANCISCO**

Date: 3/16/2010

Applications

syngo Workflow

Release

V30B

Tracking Code: 100316TTL1600B

Customer Statistics

Concurrent Users (calculated from the below 3 questions):	61
Total number of Concurrent Users (the maximum number of Radiology, Mammography, Scheduling and Browser Users who could be logged in and using the system at the same time, including users who will be accessing syngo Workflow from an integrated PACS Workstation, etc.)	50
Total number of modality devices that will utilize DICOM Work Listing and/or Modality Performed Procedure Step directly from the RIS. (Devices such as CT Scanners, MRI Scanners, etc.).	30
Will the RIS be interfaced to one or more PACS or PACS Brokers? (i.e., HL7 interface between RIS and PACS)	Yes
Maximum number of Concurrent Users (Including Radiologists and Transcriptionists) that will be using syngo Voice.	0
Maximum number of Concurrent Users that will be using syngo Portal Radiologist.	10
Will Portal Executive be utilized?	No
Total number of scanned pages per year if using the Document Scanning functionality (assumes an average of 58 KB per document).	90,000
Number of Radiology/Mammography exams per year.	145,000
Number of activities scheduled per year.	0
Number of years retention of patient exam, results reports and scanned documents.	7
Number of faxes per day.	300

Minimum Equipment and Third Party Software Requirements:

Siemens Support Access

- A minimum 256k high speed VPN connection is required for Siemens Support access for all syngo Workflow servers
- Remote IP capable KVM switch, Monitor, Keyboard and Mouse

Classic Client Workstation

Required Equipment:

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- 1.4GHz Pentium 4 (or Pentium compatible)
- 512 MB RAM
- 4GB of disk space
- CD-ROM or DVD drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter
- 17" SVGA Monitor
- Minimum display resolution: 1024x768
- Font Setting: Small (96dpi) or Large (120dpi)
- Keyboard and Mouse
- A minimum connection speed of 33.6K is required for customers who will utilize remote transcription

Required Third Party Software:

- Windows 2000 Professional or Windows XP Professional (32-bit)
- Microsoft Internet Explorer 6.0 or 7.0
- A VT emulation package - Required for PCs that will use Non-GUI functionality. Must include VT220 and key map support.
- Word 2003 or Word 2003 Viewer or Word 2007- Required for all workstations where transcription, document building, electronic signature or access to the word processing editor is required.
- Microsoft Windows Server Client Access Licensing
- Microsoft SQL Client Access Licensing – required for users or workstations that will access the Voice Servers.

Portal Radiologist Workstation

- The Classic Client can also be installed on this workstation without the need for any additional hardware resources.

Required Equipment:

- Intel Pentium Core 2 Duo/ Dual-Core
- 2 GB RAM
- 4GB of disk space
- CD-ROM or DVD drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter
- 17" SVGA Monitor
- Minimum display resolution: 1280x1024
- Font Setting: Small (96dpi) or Large (120dpi)
- Keyboard and Mouse
- A minimum connection speed of 33.6K is required for customers who will utilize remote transcription

Required Third Party Software:

- Windows 2000 Professional or Windows XP Professional (32-bit)
- Microsoft Internet Explorer 6.0
- A VT emulation package - Required for PCs that will use Non-GUI functionality. Must include VT220 and key map support.
- Word 2003 or Word 2003 Viewer or Word 2007- Required for all workstations where transcription, document building, electronic signature or access to the word processing editor is required.
- Microsoft Windows Server Client Access Licensing
- Microsoft SQL Client Access Licensing

EXHIBIT D
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Format Servers

- A minimum of (2) Format Servers are required. The first (2) Format Servers can accommodate a total of 500,000 annual exams. Each additional Format Server can accommodate 250,000 exams.

Required Equipment:

- HP or IBM Xeon Processor
- 1GB of RAM
- (2) Internal Hard Drives (mirrored via disk controller)
- CD-ROM or DVD drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter

Required Third Party Software:

- Microsoft Windows 2003 R2 SP2 Server Standard Edition (32-bit)
- Microsoft Word 2003 or Word 2003 Viewer or Word 2007
- Printer Drivers as required by printer manufacturer
- Microsoft Windows Remote Desktop

Application Server

Required Equipment:

- HP ProLiant DL380 or IBM x3650 Server or Equivalent HP or IBM Blade Server
- (4) Xeon Processor Cores
- 4 GB RAM
- RAID Controller with write cache
- (6) 72GB 15,000 RPM Internal SAS Hard Drives
- DVD ROM Drive
- (2) 10/100/1000 MB network interface NIC ports
- Hardware based disk mirroring

Required Third Party Software:

- Red Hat Enterprise Linux 5
- Siemens MessageQ built on BEA Version 5.0
- VIKING Version 3.8 Screen Manager Software

Database Server - SAN Attached

Required Server Equipment:

- HP ProLiant DL380 or IBM x3650 Server or Equivalent HP or IBM Blade Server
- (4) Xeon Processor Cores
- 4 GB of RAM
- (2) 72GB 15,000 RPM Internal SAS Hard Drives
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports
- (2) 2GB Fibre Host Bus Adapter Ports

Required Third Party Software:

- Red Hat Enterprise Linux 5
- Sybase System 12.5 SQL Enterprise Licensing

**EXHIBIT D
CONFIDENTIAL**

Storage - SAN Attached

Required Storage Equipment for Customers who will utilize customer supplied SAN storage:

- A storage LUN is required for each storage segment described in the following table.
- High Availability installations require one additional instance of the below storage mapping for each additional copy of the database.
- The SAN storage LUNs are not required to match the suggested RAID levels for Directly Attached Storage (DAS) as long as the controllers and adapters can sustain an I/O throughput rate which is at least comparable to that of traditional dedicated Storage.
- It is assumed that the customer's SAN solution provides advanced on-line data guarding and recovery as well as hot-swap capabilities.
- The customer is responsible for providing backup. Siemens can provide tape equipment upon request but it is assumed that the customer has equipment to backup their centralized SAN storage
- The customer's SAN and related components must be completely supported by the OS vendors. This includes identification and installation of the appropriate drivers specific to the OS level on each machine that will be utilizing SAN attached storage.
- The customer assumes responsibility for maintaining and monitoring the health and performance of their SAN-attached storage.

syngo Workflow Storage Description	Min. size (GB)	DAS RAID Level	OLTP Level
Database Server:			
Root filesystem containing executables, application logs, scripts, etc.	10	0+1	Med
Application and support tool "scratch" area	18	5	Low
Sybase system databases: master, sybssystemprocs, systemdb, and tempdb	12	0+1	Med - High
Sybase PRD primary data segment	100	0+1	High
Sybase PRD transaction log segment	4	0+1	High
Sybase PRD non-clustered index segment	8	0+1	High
Sybase PRD report archive data segments	72	0+1 or 5	Low - Med
Sybase TRN and TST data segments	116	0+1 or 5	Low - Med
IF BACKING UP DATABASES TO TAPE: Sybase integrity check db and transaction log dumps	14	5	Low
IF BACKING UP DATABASES TO DISK (ENTERPRISE BACKUP): Sybase integrity check db, 2 days of database backups and transaction log dumps	300	5	Low
Application Server (required only if SAN attaching this server):			
Application root filesystem containing executables, application logs, scripts, etc.	40	0+1	Med
Portal Server (required only if SAN attaching this server):			
Portal filesystem containing executables, application logs, scripts, etc.	40	0+1	Med
Voice Servers (required only if SAN attaching this server):			
Speech Server filesystem containing Powerscribe SDK data and logs	40	0+1	Med
Recognition Server filesystem containing Powerscribe SDK data and logs	40	0+1	Med

EXHIBIT D
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Portal Radiologist Server

- This configuration can support up to (50) concurrent users. In the event that more than 50 concurrent users are anticipated, an additional Portal Server is required for each additional increment of 50 concurrent users.

Required Equipment:

- HP ProLiant DL380 or IBM x3650 Server
- (4) Xeon Processor Cores
- 4GB of RAM
- RAID Controller with write cache
- (4) 36GB 15,000 RPM SAS Internal Hard Drives (Only (2) Internal Drives required for Blade Installations)
- DVD ROM Drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter

Required Third Party Software:

- Microsoft Windows 2003 R2 SP2 Server Standard Edition (32-bit)
- Microsoft SQL 2005 Server (32-bit) Standard Edition (Required only when Portal Executive will be installed)

Voice Servers

- (2) Servers are required, each with the following components and software. This configuration can support up to (50) concurrent users.

Required Equipment:

- HP ProLiant DL380 or IBM x3650 Server or Equivalent HP or IBM Blade Server
- (4) Xeon Processor Cores
- 4GB of RAM
- RAID Controller with write cache
- (4) 72GB 15,000 RPM SAS Internal Hard Drives (Only (2) Internal Drives required for Blade Installations)
- DVD ROM Drive
- 10/100/1000 MB Network Interface Card
- SVGA Local Bus video adapter or Windows accelerated SVGA graphics adapter

Required Third Party Software:

- Microsoft Windows 2003 R2 SP2 Server Standard Edition (32-bit)
- Microsoft SQL Server 2000 or Microsoft SQL Server 2005

Supported Devices:

- Dictaphone USB PowerMic I or PowerMic II Microphone
- Infinity Foot Pedal - Model IN-USB-1
- VXI TalkPro USB-100 Headset

Fax Server

Required Equipment:

- BISCUM Faxcom

EXHIBIT D
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- (1) BISCAM fax channel is required for every 300 faxes per day

Required Third Party Software:

- Microsoft Windows Operating System
- PCL 5e Interpretation Software

Paperless Workflow Devices

- Document Scanner - TWAIN compliant scanner compatible with the desktop hardware and OS
- Electronic Signature Pad - VP9805 ePAD-ink LCD device with Word integration software, available from Interlink Electronics



EXHIBIT E - PART I
CONFIDENTIAL

Technology Bids for
EDM Equipment and Third Party Software

Customer: City & County of San Francisco
Date: 3/25/2010

Notes:

- This offer is valid for 60 days from the bid date.
- Microsoft media must now be downloaded from: <https://eopen.microsoft.com/EN/default.asp>. Call the Microsoft Hotline at 800-248-0655 for details.
- Customer to use an Enterprise Tape System for backup
- Workstation pricing is not included but can be quoted upon request

Soarian Enterprise Document Management v24.09

Tracking Code: 100325KO1630B-V24-ASP-Base-PFS

Qty	Siemens ID	Equipment and Third Party Software – One Time Fees	Extended Price
1	07679199	Imaging Fax/Routing Server (4 Port) Equipment: <ul style="list-style-type: none">• HP Proliant DL380 G6 with:(1) Intel Xeon X5560 2.8GHz Quad-Core Processors• 6.0 GB RAM (Note: only 4GB RAM will be recognized)• DVD ROM Drive• (2) 72GB 15k SAS drives• Embedded Dual Port Gigabit Ethernet NIC• RAID 1 using HP Smart Array P410i Controller• Redundant Power Supply• Brooktrout TR Series Analog V.34 4-Port PCI-e Fax Board w/1yr maintenance Third Party Software: <ul style="list-style-type: none">• Microsoft Windows Server 2008 Standard License• Esker FaxServer Version 5.0 License and 12 Months Support for 4 Lines• Symantec pcAnywhere Version 12.5 Support: <ul style="list-style-type: none">• 3 years of 24x7x4 Hour Response Time Equipment Maintenance	\$13,284
5	07680676	Topaz SignatureGem 4x3 LBK755 Equipment: <ul style="list-style-type: none">• Topaz Signature Gem LCD 4x3 T-L755-BHSB Support: <ul style="list-style-type: none">• 3 Year Manufacturer Warranty	\$2,025
25	07679231	Fujitsu 6130C Scanner	\$21,005

**EXHIBIT E - PART I
CONFIDENTIAL**

Equipment:

- Fujitsu 6130C, 40PPM, Duplex, 50 Sheet Automatic Document Feeder, USB Cable

Support:

- 1 Year Unit Exchange Warranty – 2 Business Days (must register unit within 90days)

1 07679231 **Fujitsu 4340C Scanner** \$4,278

Equipment:

- Fujitsu 4340C, Duplex, 40 PPM, SCSI, Color, 100 Sheet Automatic Document Feeder, Up to 8.5x14
- Adaptec 2940U SCSI Card

Support:

- 1 Year ScanCare Warranty – Next Business Day, 1 Preventative Maintenance Call, Consumables, Training, Parts/Labor/Travel

1 07657427 **HP Rack Equipment** \$6,299

Equipment:

- HP 10642 42U Enterprise Cabinet (79H x 24"W x 40"D)
- 1x16 Port Switch Box
- (2) IP Console Interface Adapter – 8 pack
- (2) 12' KVM Console Cables – 8 pack
- 110V Fan Kit
- Side Panel Kit
- Stabilizer Kit
- Grounding Kit
- TFT5600 1U Integrated Keyboard 15" Flat Panel Monitor Kit
- (3) Rackmounted High Voltage Power Distribution Units (Req. (3) customer-supplied NEMA L6-30R receptacles)

Support:

- 3 years of 24x7x4 Hour Response Time Equipment Maintenance

1 07681088 **HP Integration of the EDM Solution Equipment** \$869

Total One-Time Fees: \$47,760

EXHIBIT E - PART II
CONFIDENTIAL

Technology Bids for
Radiology Equipment and Third Party Software

Customer: CITY & COUNTY OF SAN FRANCISCO

Date: 3/16/2010

Notes:

- This offer is valid for 60 days.
- This Technology Bid does not include all of the components required for syngo Workflow. Please refer to the Schedule 1 for all hardware and third party software requirements.
- The equipment included in this Technology Bid reflects the Customer's preference to utilize existing SAN attached storage and enterprise backup. Siemens would include the server and associated local components, including (2) Fibre Adapters to connect to the existing fabric. The customer is responsible for performance and ongoing management of the SAN fabric and storage. The Customer is also responsible for providing enterprise backup.
- Additional Professional Service fees will apply for an onsite build of the Database Server production storage and blades.
- Siemens MessageQ built on BEA Version 5.0 Licensing and VIKING Version 3.8 Screen Manager Software will transfer from the existing Application/Database Server without a license fee.
- Customer is responsible for ensuring sufficient electrical power.
- Currently, Phase 1 of High Availability (HA) is available. This includes Sybase Replication of each transaction from one Database Server and storage set to another. Phase 2 which is not yet GA, is planned to include additional HA functionality for the Application and Portal Servers. Additional hardware and/or software will be required for Phase 2.
- The \$970 Sybase monthly maintenance fee shown would be in addition to the Customer's existing Sybase monthly maintenance fee.

syngo Workflow

Tracking Code: 100316TL1600B

<u>Qty</u>	<u>Siemens ID</u>	<u>Equipment and Third Party Software – One Time Fees</u>	<u>Extended Price</u>
1	07680411L	HP Blade Chassis Infrastructure Equipment: <ul style="list-style-type: none">• (1) HP BLc7000 Configure-to-order 3 In LCD Enclosure (six C20 plugs total)• (2) HP 1:10 GbE Blade Switch, 16 downlinks, 4 out, 3 10Gb uplinks (CX4, XFP) and a 10Gb cross-connect.• (1) HP BLc7000 Onboard Administrator Option• (1) HP BLc7000 1 PH FIO Power Module Option• (6) HP BLc7000 Enclosure Power Supply with IEC Cord• (6) Single fan Option• (1) HW Installation for Enclosure	\$26,962
1	07680411L	Application Server - HP BL460c Blade Equipment: <ul style="list-style-type: none">• HP BL460C G6 Blade with (2) Quad-core Intel Xeon® Processors,	\$11,682

EXHIBIT E - PART II
CONFIDENTIAL

X5560 2.8 GHz, 95wts.

- Dual Embedded Gigabit Server Adapters
- 12 GB RAM
- QLogic Fibre Channel Dual Port Host bus adapter
- (2) 72GB 15K SAS Hot Swap disk drives
- Smart Array controller with 128MB Battery Backed Write Cache
- HP iLO Advanced Blade 1 Server License
- HW Installation for Blades

Third Party Software:

- Linux Red Hat Enterprise AS 5 Premium

Support:

- 3 years of 24x7x4 Hour Response Time Hardware Maintenance
- 3 Years of 24x7 Linux Red Hat AS Premium

2 07678886L **Database Server - HP BL460c Blades** \$85,354

Equipment:

- HP BL460C G6 Blade with (1) Quad-core Intel Xeon® Processor, X5560 2.8 GHz, 95wts.
- Dual Embedded Gigabit Server Adapters
- 12 GB RAM
- QLogic Fibre Channel Dual Port Host bus adapter
- (2) 72GB 15K SAS Hot Swap disk drives
- Smart Array controller with 128MB Battery Backed Write Cache
- HP iLO Advanced Blade 1 Server License
- HW Installation for Blades

Third Party Software:

- Red Hat Enterprise Linux AS 5
- Sybase Transfer License
- Sybase SQL Server Enterprise Server License
- (61) Sybase System 12.5 ADL Linus Stand by Licenses
- (4) Sybase System 12.5 ADL Replication Server Licenses - Enterprise Edition

Support:

- 3 years of 24x7x4 Hour Response Time Hardware Maintenance
- 3 years of Red Hat Enterprise Linux Support

2 07680684L **Format Servers - HP BL460c Blades** \$11,302

Equipment:

- HP BL460C G6 Blade with (1) Quad-core Intel Xeon® Processor, X5560 2.8 GHz, 95wts.
- Dual Embedded Gigabit Server Adapters
- 6 GB RAM
- (2) 72GB 15K SAS Hot Swap disk drives
- Smart Array controller with 128MB Battery Backed Write Cache
- HP iLO Advanced Blade 1 Server License

**EXHIBIT E - PART II
CONFIDENTIAL**

- HW Installation for Blades

Third Party Software:

- Windows Server Std 2008 License (No CALs included)
- Office 2007 Standard License

Support:

- 3 years of 24x7x4 Hour Response Time Hardware Maintenance

Total One-Time Fees: \$135,300

Equipment and Third Party Software - Monthly Fees

1 07676815L Sybase License Monthly Support

\$970

Total Monthly Fees: \$970

**EXHIBIT F - PART I
CONFIDENTIAL**

**Exhibit F - Part I
Statement of Work for INVISION Clinical Applications**

Overview

1. Siemens will provide professional services as listed below:
 - 1.1. Phase 1 will include the following with an estimated duration of twelve (12) months:
 - 1.1.1. City and County of San Francisco ("Customer") - Decision Support Solutions, Bed Management, Clinician View Med/IV Orders, Clinician View Orders, Lifetime Clinical Record, Patient Care Documentation, Physician Order Entry (POE) Starter Set, INVISION Clinicals Value Add Services, Pharmacy Document Management, Base Imaging.
 - 1.2. Siemens and Customer will review the phasing described above throughout the project and adjust if appropriate. Changes to the phasing may result in changes in professional services, and related fees. The project team will review changes according to the Change Order process.

General Implementation Provisions

2. Siemens will lead the implementation of the Applications and Custom Programming. Customer and Siemens shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of System(s) upon completion of this engagement. The methodology and its tools support the Customer and Siemens implementation team with artifacts, information and Project Workplans.
3. During the planning phase, Siemens will review Customer provided information related to major business initiatives, such as facility or infrastructure expansion or renovation, additional technology investments, in-house re-engineering efforts, or other consulting engagements, that may affect the implementation.
4. Siemens scope of services includes the following unless otherwise noted herein:
 - 4.1. Project Leadership - Siemens will:
 - 4.1.1. Direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.
 - 4.1.2. Initiate and lead the technology portion of the implementation. This includes guiding Customer in identifying resources to perform technology services at Customer site, managing the scope of the technology services project, and monitoring overall progress of the technology work.
 - 4.2. Implementation Consulting - Siemens will:
 - 4.2.1. Assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.
 - 4.2.2. Consult within the planning phase on the requirements and planning of operational workflow, organizational, application and technical specifications as Customer compiles its analysis.

**EXHIBIT F - PART I
CONFIDENTIAL**

- 4.2.3. Collaborate with Customer within the design and adaptation phase regarding design and build of the software and use of model reports. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.
- 4.2.4. Guide Customer during the testing phase in developing Unit Test, Integration Test and Stress/Volume testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any functional design issues identified during system tests.
- 4.2.5. Play a consultative role within the training phase. Siemens will provide guidance and direction in core trainer education planning and development of core trainer(s) materials.
- 4.2.6. Provide support and direction for software issue resolution during the live phase. At First Productive Use (FPU) Siemens' resources will provide support for Application issues and in routing issues through the appropriate event tracking system. Siemens will also work to facilitate transition to Customer Relationship Support at the conclusion of the event.

Application Specific Provisions

Decision Support Solutions

5. Siemens will provide the following implementation services:
 - 5.1. Install the Clinical Performance Management Module software in one (1) ASP Production environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.
 - 5.2. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.
 - 5.3. Implement model Crystal reports, On-Line Analytical Processing (OLAP) cubes and Executive View (EV) indicators including:
 - 5.3.1. Setting up and verifying the dimensional model populates from model source system interfaces, for contracted performance module models, to provide the basis for ongoing reporting and analysis.
 - 5.3.2. Implementing model reports, verifying content and structure, and demonstrating required reports for contracted performance modules are available for First Productive Use. This includes:
 - Summarizing patient management., nursing documentation, and orders data based on implemented interface data for the Clinical Performance Management module

INVISION Clinicals

6. Siemens will provide the following implementation services:

EXHIBIT F - PART I
CONFIDENTIAL

- 6.1. Install base software in one (1) RCO Test and Production environment. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.
- 6.2. Enabling network communications by completing firewall, Network Address Translation (NAT) and required routing.
- 6.3. Bed Management shall include:
 - 6.3.1. Working with Customer to set up Bed Management. Initial work effort includes:
 - Define INVISION Bed Management specific OAS profiles.
 - Adapt OAS user access specific to Bed Management in the bed placement and nursing areas.
 - Identify and implement room and bed master file characteristics.
 - Identify and implement model bed board function in one (1) department.
 - 6.3.2. In addition to base implementation services, Siemens will:
 - Lead effort to set up and complete the remapping of the INVISION Patient Management OAS/Gold pathways as the relate to Bed Management.
- 6.4. Clinician View Orders:
 - 6.4.1. Leading effort to set up and complete unit testing of one (1) pilot unit. During setup of this pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding units that may be required for First Productive Use or thereafter. Initial work effort includes setting up model pathways for the following:
 - Allergies.
 - Enter/Write Orders.
 - View Orders.
 - Print Orders.
 - 6.4.2. In addition to base implementation services, Siemens will:
 - Supplement Customer staff by:
 - Providing one hundred ninety-eight (198) hours of application consultant services for the set up and complete unit testing of one (1) pilot unit on nursing orders.
- 6.5. Clinician View Med/IV Orders shall include:
 - 6.5.1. Leading effort to set up and complete unit testing of one (1) pilot unit. During setup of this pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding additional units that may be required for First Productive Use or thereafter. Initial work effort includes setting up model pathways for the following:
 - Enter/Write Med/IV Orders.
 - View Med/IV Orders.
 - Print Med/IV Orders.

**EXHIBIT F - PART I
CONFIDENTIAL**

- 6.6. Lifetime Clinical Record (LCR) shall include:
- 6.6.1. Guiding Customer in setting up screens, pathways and profiles to view LCR results for the following:
 - Problem list.
 - 6.6.2. Working with Customer to set up patient queries and security for Clinical Notification Inbox (CNI) and CNI MIS Inbox with results notification.
 - 6.6.3. Guiding Customer in setting up Medication Reconciliation Reports for one (1) pilot unit. During setup of this pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding units that may be required for First Productive Use or thereafter. Initial work effort includes setting up the following model reports:
 - Home medication list.
 - Admission medication reconciliation report.
 - Transfer medication reconciliation report.
 - Prescriptions.
 - Over the limit.
 - Print control language (PCL) customizations.
- 6.7. Patient Care Documentation shall include:
- 6.7.1. Leading effort to set up and complete unit testing of one (1) pilot unit. During setup of this pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding additional units that may be required for First Productive Use or thereafter. Initial work effort includes:
 - Guiding Customer with setting up of model re-expressed browser enabled screens and pathways for:
 - Patient Assessments.
 - Care Plans.
 - Orders Charting.
 - 6.7.2. Patient Assessments shall include:
 - Leading effort to set up and complete unit testing of one (1) model assessment value in INVISION Clinical Observation and Results (COR). During setup of this assessment, Siemens will provide Customer with the education, knowledge and experience to continue adding assessments that may be required for First Productive Use or thereafter.
 - Working with Customer to set up model discharge instructions preliminary and final model defaults and documents.
 - 6.7.3. Care Plans shall include:
 - Leading effort to set up and complete unit testing of five (5) plans of care that include Progress Notes using previously developed care plans and/or clinical content. During setup of this plans of care, Siemens will provide

EXHIBIT F - PART I
CONFIDENTIAL

Customer with the education, knowledge and experience to continue adding plans of care that may be required for First Productive Use or thereafter.

- 6.8. Physician Order Entry (POE) Starter shall include:
- 6.8.1. Leading effort to set up and complete unit testing of one (1) pilot unit. During setup of pilot unit, Siemens will provide Customer with the education, knowledge and experience to continue adding additional pilot units that may be required for First Productive Use or thereafter. Initial work effort includes:
 - Setting up POE starter set toolset for search engine, specialty logic and content.
 - Analyzing and populating of non-pharmacy services and pharmacy services in the Common Vocabulary Engine (CVE) including creation of five (5) Predefined Common IV (PCI) five (5) types.
 - Designing and creating up to three (3) order sets.
 - Mapping existing INVISION services master with CVE terms
 - 6.8.2. Providing consulting services to guide Customer in the implementation of Physician Order Entry including workflow, technology and integration requirements. Siemens will identify and document expected results, constraints and processes needed prior to Application implementation.

Siemens Medication Management

7. Siemens will provide the following implementation services:
- 7.1. Pharmacy Document Management shall include:
 - 7.1.1. Leading effort to set up and complete unit testing to manage written medication orders on one (1) nursing unit. During setup of orders on this unit, Siemens will provide Customer with the education, knowledge and experience to continue managing written medication orders on additional nursing units that may be required for First Productive Use or thereafter. Initial work effort includes:
 - Working with Customer to determine security levels based on Customer defined roles.
 - Identifying patient and document types for routing from Enterprise Document Management to Siemens Pharmacy.
 - Enabling profiles to allow orders communication between Siemens Pharmacy and Siemens Enterprise Document Management utilizing an image pointer.
 - Guiding Customer in establishing processes for scanning patient medication orders.
 - Reviewing Pharmacist annotation capabilities on image.

Soarian Enterprise Document Management

8. Siemens will provide the following implementation services:
- 8.1. Install base Enterprise Document Management software in one (1) RCO/ASP Test and Production environment. This includes completing software checkout, and validating

EXHIBIT F - PART I
CONFIDENTIAL

software is ready for Customer and Siemens project teams to begin initial build and configuration.

- 8.2. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.
- 8.3. Determine system security needs per Application based on Customer defined roles.
- 8.4. Base Imaging shall include:
 - 8.4.1. Leading effort to set up the base system infrastructure including setting up folder structure and security. Siemens will provide Customer with the education, knowledge and experience to accept system ownership. Initial work effort includes:
 - Reviewing folder and document structure.
 - Performing analysis to determine rules for creating desired folder structure.
 - Establishing security by Customer roles types and linked to document types.
 - Configuring base views and filters.
 - 8.4.2. Guiding the Customer in establishing procedures for daily system maintenance.
 - 8.4.3. Leading effort to set up Patient Financial Services by standardizing an enterprise setup for registration, billing, cash management, correspondence and remittance processing. During setup, Siemens will provide Customer with the education, knowledge and experience to accept system ownership of Patient Financial Services. Initial work effort includes:
 - Guiding Customer in proper setup and use of the following model bill and remittance forms, filing and bursting rules:
 - 1500 (1500 Bill form).
 - UB92/UB04/837 (UB92/UB04/837).
 - Siemens generated detail itemized bill.
 - Medicare Secondary Payor Form.
 - Insurance verification form.
 - Siemens generated face sheet.
 - Creating one (1) registration document template using the forms creation tool for electronic signature capture.
 - Working with Customer to setup and analyze Patient Access/Business Office Inventory forms to identify, catalog and define document attributes to organize document types and folder structure.
 - Creating one (1) scanning profile set including up to three (3) document profiles for the patient access department.
 - Building one (1) base view and one (1) filter for system display.

Value Add Specific Provisions

INVISION Clinicals Value Add Services

9. Siemens will provide the following value add services:

EXHIBIT F - PART I
CONFIDENTIAL

9.1. INVISION 3270 to Re-Mapped Pathways shall include:

- Providing consulting services to guide Customer in the implementation of the OAS Gold remapping of the existing 3270 Patient Management screens and pathways to OAS Gold Remapped.

Integration Provisions

10. Siemens scope of services for integration will include the following unless otherwise noted herein:

10.1. OPENLink Interface Engine Services -

10.1.1. Siemens will provide access to OPENLink model maps for Siemens to Siemens interfaces unless otherwise noted. Model maps are based on current Versions and Releases of Siemens ancillary and surround systems.

10.1.2. Siemens will provide the following OPENLink interface implementation services for all interfaces listed therein that will utilize OPENLink as the interface engine:

- Specification Review - Siemens will facilitate specification review sessions regarding integration requirements from both Siemens and third party systems.
- Interface Connections - Siemens will build the interface connection definitions between the associated Applications and the interface engine for interfaces listed below.
- Mapping Modifications - Siemens will work with Customer to identify and complete data mapping.
- Unit Testing - Siemens will test interfaces to verify data transmissions occur according to specifications.
- Live Support - Siemens will work with Customer to facilitate the transition from testing to First Productive Use after Customer releases all interfaces to be migrated to the Production environment, in conjunction with live dates.

10.1.3. Siemens will provide services for the following interfaces:

- Enterprise Document Management Pointer Outbound to Lifetime Clinical Record.
- INVISION Demographics/ADT Outbound to Enterprise Document Management.
- INVISION Med/IV Orders Outbound to Siemens Pharmacy.
- INVISION Orders Outbound with One-Time Historical Backload to Decision Support Solutions.
- INVISION Patient Management, Clinical Observations and Results Outbound with One-Time Historical Backload to Decision Support Solutions.

10.2. Point to Point Protocol (PPP) Services -

10.2.1. Siemens will utilize PPP to enable direct data flow for the following interfaces:

- Mysis Lab Results Outbound to Enterprise Document Management.

**EXHIBIT F - PART I
CONFIDENTIAL**

- Siemens Medication Administration Record Outbound to Enterprise Document Management.
- syngo Workflow Results Outbound to Enterprise Document Management.

10.3. General Integration Provisions -

- 10.3.1. Siemens assumes Customer will utilize Siemens interface specifications to define integration between Siemens and third party systems. Customer will manipulate third party data to send data to, and accept data from, Siemens in the standards based format stated in the specifications.

Technology Provisions

11. Siemens scope of services for technology will include the following unless otherwise noted herein:
- 11.1. Technology Planning Sessions - Siemens will conduct a series of Technology Planning sessions to identify technical requirements at Customer site for the implementation and will provide documentation of the integration of the Applications infrastructure into the Customer's environment. This will include reviewing:
 - 11.1.1. Application Network Overview (ANO).
 - 11.1.2. Customer infrastructure and network connectivity.
 - 11.1.3. Schedule 1 and Technology bid where appropriate.
 - 11.2. Network and System Connectivity - Siemens will validate network and system connectivity, and will provide remote connectivity to the onsite environments for Siemens installation and support activities.
 - 11.3. Readiness Review - Siemens will conduct a readiness review to determine equipment location, to prepare networks and install equipment. This includes review of hardware and software install with the Customer and the review of Application delivery requirements with the Customer and Siemens Consultants.
 - 11.4. Platform Infrastructure - Siemens will participate in turnover of the platform infrastructure to Siemens support and to the Customer.
 - 11.5. Application Traffic - Siemens will route Application traffic between Siemens WAN router at Customer's Facility to the Siemens Data Center via a private network, where appropriate.

Customer Personnel

Customer will be responsible for providing the appropriate resources to complete the engagement as recommended in the estimates below. Assigned Customer personnel must have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise and the appropriate skill sets as outlined in the Roles and Responsibilities document in order to complete the implementation within the stated duration. Additional details about resource assignment, resource tasks and resource work effort are in the Project Workplan, if applicable. FTE calculations are based on 2000 hours per year and the average duration of the install.

Decision Support Solutions	Hours	FTEs
Application Analysis - Financials	114	.68
Integration/Conversions	8	.05

**EXHIBIT F - PART I
CONFIDENTIAL**

Operational Support - Financials	12	.07
Project Leadership	40	.24
Technology	38	.23
Average install duration: 1 month		

Bed Management	Hours	FTEs
Application Analysis - Clinicals	561	1.12
Operational Support - Clinicals	394	.79
Project Leadership	258	.52
Technology	273	.55
Training	30	.06
Average install duration: 3 months		

Clinician View Med/IV Orders	Hours	FTEs
Application Analysis - Clinicals	817	.49
Integration/Conversions	350	.21
Operational Support - Clinicals	500	.30
Project Leadership	350	.21
Technology	350	.21
Training	47	.03
Average install duration: 10 months		

Clinician View Orders	Hours	FTEs
Application Analysis - Clinicals	1536	1.15
Integration/Conversions	624	.47
Operational Support - Clinicals	1320	.99
Project Leadership	672	.50
Technology	768	.58
Training	240	.18
Average install duration: 8 months		

Lifetime Clinical Record	Hours	FTEs
Application Analysis - Clinicals	92	.28
Operational Support - Clinicals	68	.20
Project Leadership	42	.13
Technology	45	.14
Training	8	.02
Average install duration: 2 months		

Patient Care Documentation	Hours	FTEs
Application Analysis - Clinicals	808	1.21

**EXHIBIT F - PART I
CONFIDENTIAL**

Operational Support - Clinicals		
Project Leadership	561	.84
Technology	362	.54
Training	399	.60
	61	.09
Average install duration: 4 months		

Physician Order Entry (POE) Starter Set	Hours	FTEs
Application Analysis - Clinicals	5260	2.63
Operational Support - Clinicals	4240	2.12
Project Leadership	940	.47
Technology	1020	.51
Training	300	.15
Average install duration: 12 months		

Base Imaging	Hours	FTEs
Application Analysis - Clinicals	540	.54
Integration/Conversions	270	.27
Operational Support - Clinicals	450	.45
Project Leadership	236	.24
Technology	479	.48
Training	254	.25
Average install duration: 6 months		

**EXHIBIT F - PART II
CONFIDENTIAL**

Statement of Work for Project and Account Management Services

Overview

1. Siemens will provide the following professional services for an estimated duration of seven (7) years:
 - 1.1. Siemens will provide Project Management and Account Management for a term of seven (7) years.

Professional Services

2. Siemens will provide the following professional services:
 - 2.1. Siemens Project Manager will provide project oversight for the implementation of the INVISION add-on and Siemens surround applications.
 - 2.2. Siemens Project Manager direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.
 - 2.3. Siemens Account Manager will provide the following the following professional services:
 - 2.3.1. Responsibilities for this position include Project Oversight, Account Management, Escalation, Invoice Reconciliation and other duties as mutually agreed to by Siemens and Customer.

Professional Services

The Professional Services Bid includes a discount on Siemens current Professional Services rates for eligible services. The discount is valid if Siemens is performing all of the services described in the Statement of Work. The discount is valid for the entire project provided Customer permits Siemens to commence the engagement within twelve (12) months. If Customer delays commencement, Siemens current Professional Service rates shall apply. The Professional Services Bid is net of all discounts and no other discounts apply.

Siemens scope of work for the engagement will be performed on a Time and Materials basis.

Professional Services	Estimated Hours	Estimated Fee
Additional Services	7,000	\$1,155,000
Total	7,000	\$1,155,000

Summary

Professional Services Summary	Fee	Monthly Support Fee
Value Add Services	\$1,155,000	
TOTAL - All Services	\$1,155,000	\$0

**EXHIBIT F - PART III
CONFIDENTIAL**

Statement of Work for Radiology

1. Introduction

1.1. Purpose of this document

City and County of San Francisco Dept of Public Health has requested the Siemens Medical Solutions provide syngo® Suite Implementation Services of the syngo® Suite product. This document describes the services that *syngo*® Suite Services offers to address this request.

2. Customer Information

2.1. Interfaces

2.1.1. Invision Demographics ADT, OO, OSU, AOO and Results

2.1.2. 2.1.2. Care Cast One Way ADT/Orders/ORU/Feed

2.1.3. 2.1.3. Mitra Results Query

3. Project Phases

3.1. This project will be implemented in a Single Phase.

4. Siemens Implementation Philosophy

Siemens work effort is based on Siemens philosophy to implement model software, model interfaces and PACS solutions in a timely and cost efficient manner. Model software, role defined toolsets and/or default report templates provide the Customer with the ability to perform focused adaptation to accommodate user/site preferences, as opposed to customization of the model system. Customer may request that Siemens provide additional services for additional fees beyond those described herein to drive to specific Customer clinical and or business objectives. These additional services, if any, will be identified in the tables at the end of this document

5. Siemens Work Effort

Siemens work effort is based on Customer's current business state. If a customer is considering additional technology investments, in-house re-engineering efforts or other consulting engagements, Siemens recommends that these initiatives be finalized prior to the initiation of the planning phase so that decisions made during this phase, and moving forward, are appropriate for the Customer's desired future state. Siemens will work with the Customer to determine if utilization of the Change Order will be necessary to accommodate potential changes.

6. Scope of Services

Siemens scope of services for this estimate includes the following unless otherwise noted in the solution section:

6.1. Project Leadership

Siemens will direct the initial project start up and provide cross-functional coordination and alignment of Siemens' implementation resources. Siemens will provide project leadership to the implementation project as defined in item one (1) above. Siemens will work with the Customer's Project Manager to provide leadership and overall accountability to achieve Customer's desired future state or vision. Siemens' and Customer's Project Managers will be the point of contacts for issue resolution during the

**EXHIBIT F - PART III
CONFIDENTIAL**

implementation and will continuously monitor progress to minimize potential risks. Siemens will provide project status reports as needed/required. The Implementation will be divided into 5 phases. Planning, Manufacture, Installation/Testing, Training, and the Live/Post Live Phase

6.1.1. Planning

The Siemens Project Manager will assume a consultative role and will provide the Customer with process considerations and analytical direction. The Siemens Project Manager will work with the Customer to develop project definition and to develop a work plan to meet Customer driven outcomes. This may be done either remotely or onsite at Siemens discretion.

6.1.2. Manufacture

The Siemens Project Manager and internal Siemens resources will assume direct responsibility of the manufacturing of product specified in the contract deliverables. Delivery of product will take place in consultation with Customer. Customer will provide delivery address and appropriate storage space to the Siemens Project manager.

6.1.3. Installation and Testing Phase

Within the Installation and testing phase, Siemens will collaborate with the Customer regarding Model software, role defined toolsets and/or default report templates. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.

6.1.4. Training Phase

Within the Training phase, Siemens will play a consultative role in Training. Siemens will provide guidance and direction for the Customer in education planning, development of Super User(s) materials, and end user training.

6.1.5. Live/Post live phase

Within the Live/Post Live phase, Siemens will provide support and direction to the Customer for software issue resolution in addition to the activities listed in Knowledge Transfer. Siemens anticipates that the knowledge transfer to the Customer has been facilitated during the implementation process. At First Productive Use (FPU) Siemens resources will provide support for Solution issues and in routing issues through the appropriate event tracking system. Siemens will also work with the Customer to facilitate a smooth transition to Customer Relationship Support at the conclusion of the event.

7. Interfaces

Siemens will provide services for the completion of the Interfaces identified in Section 2 (above). Siemens scope of services for those Interfaces will include the following unless otherwise noted herein.

7.1. Siemens assumes Customer will utilize Siemens interface specifications to define integration between Siemens and third party systems. Customer will manipulate third party data to send data to, and accept data from, Siemens in the standards based format stated in the specifications.

7.2. Third Party Interface Engine Assumption - If Customer will utilize a third party interface engine Siemens assumes that Customer will complete all required work on the third party

**EXHIBIT F - PART III
CONFIDENTIAL**

interface engine for each interface routed through the third party engine. This will include all interface connections, mapping, implementation, unit testing and live support issues related to integration with both Siemens and third party systems..

- 7.3. OPENLink Assumptions - If Customer will utilize OPENLink ICO v23 and unless otherwise noted in this Statement of Work that Siemens will provide OPENLink Services, Siemens assumes that Customer will complete all required work on the OPENLink ICO v23 interface engine for each interface routed through OPENLink. This will include all interface connections, mapping, implementation, unit testing and live support issues related to integration with both Siemens and third party systems.

8. Customer Responsibilities

The Customer will assign personnel to perform the following functions during the implementation. The estimated Customer resource requirements are based on tasks defined in Siemens standard Implementation Methodology and may not reflect work effort required outside of those tasks. FTE calculations are based on 2000 hours per year and the average duration of the install.

syngo® Workflow	FTEs
syngo® Workflow Project Manager	.25
syngo® Workflow System Administrator	.25
syngo® Workflow Super User/ Report Design	.50
Total	1.0

9. Hours of Service

All implementation services are to be completed from Monday to Friday. Weekend implementation services will result in additional charges.

10. Education Solutions

The Customer is responsible for education on all third party software as defined in Exhibit D, Schedule 1.

11. Modification to Services Provided

No other items or services will be provided under this agreement. Any modifications or additions to this Statement of work will require approval and may incur additional charges.

12. Implementation Services Provided

The Implementation Services described below in Table B-1 reflect the service category levels chosen by the Customer based on implementation decisions made for the install. Any requirements for additional hours or services may be subject to additional fees.

**EXHIBIT F - PART III
CONFIDENTIAL**

Table B-1 to Part III of Exhibit F - T&M Services Provided

Qty	Service Description	Estimated Hours	Estimated Fee
1	Custom Interface Migration T&M Migration of Custom Interface	16	\$3,040
1	High Availability Redundant Hardware A T&M High Availability considerations based on the Hardware Technology requested.	76	\$13,135
1	High Availability phase 1 Sybase Replication T&M Syngo Workflow High Availability Siemens will perform the following services for the syngo Workflow implementation in System configuration that provides database replication and hardware redundancy for the syngo Workflow application server in a warm stand-by fashion. Installation of the Operating System of the redundant database servers. Sybase configuration and database creation on the customers SAN infrastructure. Configuration of Sybase Replication server in a one-way fashion. Installation of the operating system and required application components on two application servers. Migration of application files and database contents from current LIVE environment into newly installed environment with one application server configured to reference the primary database server when the appropriate project milestones are met. Participate in a joint planning session with the customer to document and understand the customer's options with respect to the stand-by application server node as a warm stand-by in the event of an outage. Document the summary of the mutually agreed upon roles and responsibilities	66	\$9,632
1	INVISION Demographics, ADT, Orders Outbound, Order Status Update, Add On Orders & Results Inbound T&M INVISION Demographics/ADT, Orders Outbound with Order Status Update, Add-On Orders, Results Inbound from syngo Workflow	40	\$5,838
1	Openlink Services Migration(for INV or MS4) OPENLink Services	4	\$584
1	SAN Attached (Standard Delivery)/Customer Supplied SAN Hardware A T&M HW Configuration A - SAN Attached (Standard Delivery) / Customer Supplied SAN Hardware Configuration assumes, an Application Server that utilizes local storage and a Database Server that will connect to the customer SAN storage. Print Formatters (if applicable) VIS process applies and would arrive at the customer site, tested, pre-configured and ready for customer Acceptance testing. Application Server - Siemens will install the Linux operating system and the Siemens Application on local storage. Database Server - Siemens installs the Linux Operating System, configure the SAN connections, and create the syngo database on the SAN storage. Customer is responsible for defining and configuring the SAN storage and presenting it to the Database Server.	78	\$13,550
1	Third Party Result Interface Migration TM	16	\$2,335

**EXHIBIT F - PART III
CONFIDENTIAL**

	Third Party Result Interface Migration of existing Interface		
1	syngo Workflow Uni-Directional PACS Migrate Interface T&M	32	\$4,670
	syngo Workflow Demographics/ADT, Orders, Order Status Updates Outbound to Third Party Picture and Archival System - Migrate Existing Interface		
1	syngo Workflow Mammography Class at Siemens Regional Training Center		\$1,050
	syngo Workflow, Radiology Mammography Class		
	Class conducted at Siemens Training and Development Center in Cary, NC		
	Price based on number of attendees.		
	Duration 2 days		
1	syngo Workflow Base Upgrade T&M	302	\$44,383
	Application Specific Provisions		
	syngo Workflow Management System		
	Siemens will provide the following implementation services:		
	Stage server to integrate Hardware and software as specified in the Schedule 1. Siemens work effort includes installing base Application software in one (1) ICO Production, Test and Training environment, completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.		
	Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.		
	Upgrade base software in one (1) ICO Production, Test and Training environment. This includes re-applying existing system information, completing software checkout, and validating software is ready for Customer and Siemens project teams to begin upgrade.		
	syngo Workflow shall include:		
	Re-applying and validating existing database, profile and system information is available in new environment.		
	Analyzing current Radiology processes and guiding Customer in leveraging new Version feature/function to improve Radiology workflow.		
	Guiding Customer in setting up worklists to display patient information with outstanding work for a pre-determined area. Areas worklists could include tracking, read exam or transcription.		
	Leading effort to set up and complete testing for portal radiologist to give radiologist ability to protocol, interpret and sign procedures from the syngo user interface. Siemens will provide Customer with the education, knowledge and experience to continue setup that may be required for First Productive Use of thereafter. Initial work effort includes:		
	Installing software on designated workstations.		
	Conducting analysis on existing workflow and creating new ones, as appropriate.		
	Defining user preferences.		
	Validating data displays on workflow assignments.		
	Providing on-site training for five (5) radiologists and one (1) trainer on physician workstation use. Siemens will share best practice information with the Customer for training additional users required for First Productive Use.		
1	syngo Workflow De-installation of Previous Software	12	\$1,751
	De-installation of previous software		
1	syngo Workflow Hardware Readiness T&M	8	\$1,168
	Technology Provisions		
	Siemens scope of services for technology will include the following unless otherwise noted herein:		
	Readiness Review - Siemens will conduct a readiness review to determine equipment location, to prepare networks and install equipment. This includes review of hardware and software install with the Customer and the review of Application delivery requirements with the Customer and Siemens Consultants.		

**EXHIBIT F - PART III
CONFIDENTIAL**

1	syngo Workflow Interactive and Worklist Document Build Class at Siemens Regional Training Center		\$1,575
	<p>syngo Workflow, Radiology Interactive & Worklist Document Building Class</p> <p>Class conducted at Siemens Training and Development Center in Cary, NC</p> <p>Duration 3 days</p>		
1	syngo Workflow Mammography Upgrade T&M	90	\$13,135
	<p>Mammography shall include: Guiding Customer in new Version feature/function of Mammography.</p>		
1	syngo Workflow Mgt. Implementations Class at Siemens Regional Training Center		\$2,625
	<p>syngo Workflow, Radiology Management Implementation Class</p> <p>Class conducted at Siemens Training and Development Center in Cary, NC</p> <p>Duration 5 days</p>		
1	syngo Workflow Upgrade Class		\$850
	<p>syngo Workflow, Radiology Upgrade Class</p> <p>Class conducted at Customer site.</p> <p>Price based on number of attendees. Duration 2 days</p>		
1	syngo Workflow Voice to Text Migrate Interface T&M	48	\$7,005
	<p>syngo Workflow Order Transaction Outbound with Voice to Text Results Inbound from Third Party Voice to Text - Migrate Existing Interface</p>		
	Estimated Totals		\$126,326

**EXHIBIT G
CONFIDENTIAL**

Siemens Disaster Avoidance & Recovery Provisions

INTRODUCTION

Siemens is committed to the goal of providing our customers with a secure data processing environment that provides uninterrupted service. To meet this goal, Siemens focuses on both preventive measures and recovery procedures. The Information Systems Center (ISC) systems and operational practices are designed to prevent problems before they develop. In addition, Siemens has a wide range of situations that could potentially disrupt services to our customers. Siemens continually reviews the ISC's preparedness to handle failures or emergency situations.

This document is a summary of Siemens' disaster avoidance provisions and business recovery provisions.

DISASTER AVOIDANCE

Siemens has made significant investments in disaster avoidance. Provisions include, but are not limited to the following:

- Physical Security – access to the ISC is strictly controlled. An electronic badge system controls access through the main entrance. Within the building, this system is programmed to permit only persons who have appropriate security clearance to enter critical areas. Security guards also monitor building access. Video cameras monitor the main entrance, parking facilities, and critical areas within the ISC building.
- Fire Protection – The ISC building is constructed of pre-cast and poured concrete, with firewalls separating computer operations areas to minimize fire damage through containment. The ISC's fire protection system consists of modern equipment that is regularly reviewed and updated. It consists of smoke detectors (with remote annunciators and zone indicators), automatic sprinkler systems, and a two-part Halon system in the computer and tape library areas. Each of these areas has its own supply of Halon. As a further precaution, the computer rooms have a second Halon system in place to provide backup. These systems are regularly maintained and integrity-assured. In the event of loss of public water service, the ISC has a system of on-site water towers and wells as a backup. Water detection devices and drains are installed under all raised floor areas.
- Power Supply – Siemens has multiple levels of power backup designed to provide uninterrupted operation of the ISC in the event of power loss. The main power is furnished through the local power company. Multiple feeds from different processing stations provide four to five times the power needed to run the entire ISC. Two levels of Uninterruptible Power Systems (UPS) are installed, providing smooth transition to the automatic start-up and use of four large diesel generators in the event of an extended power company outage. These systems are regularly maintained and undergo periodic live testing.
- Equipment Cooling/Air Conditioning – Siemens has multiple levels of protection against loss of cooling. The primary backup system provides 400 tons of backup cooling capacity. The secondary backup system consists of ice storage units, providing continuous cooling during a power outage.
- Computer Equipment – The ISC has backup equipment that can maintain production operations in the event of a hardware failure. It has backup CPU, storage, networking devices, etc. In addition, the ISC has documented detailed recovery procedures which enable personnel to rapidly switch to backup hardware.
- Change Control – Siemens manages a strict change control process in handling hardware and software environments. Responsibilities of personnel are clearly defined.

**EXHIBIT G
CONFIDENTIAL**

DISASTER RECOVERY

The following is a summary of the main points of Siemens' Business Recovery Program.

- Hot Site – Siemens has a contract with a major hotsite vendor. The contract provides for both a primary and secondary recovery site, both of which are within 3.5 hours of Siemens data center in Malvern.
- Recovery Procedures and Testing – Siemens has developed and maintains extensive recovery procedures, as well as automated recovery tools. Hot site testing, using these procedures, is conducted at least once per calendar year.
- Staffing – Siemens has a team of experienced analysts dedicated to business recovery planning on a full time basis. This group is responsible for maintaining the plan and procedures, conducting tests, and managing the ongoing business continuity program.
- Recovery Procedures – Siemens has developed and maintains extensive recovery procedures as well as automated recovery tools.
- Off-site Data Vaulting – Siemens stores backups of systems and data on magnetic tape. One generation is kept in an environmentally conditioned off-site storage facility, that is secured and guarded 24 hours/day.

In the event that normal operation of Information Systems Center is ever severely impaired, Siemens will work to restore service to all customers as quickly as possible, on a best efforts basis. When working to restore service to customers, Siemens will give highest priority to the restoration of critical clinical applications, recognizing that the quality of healthcare is of paramount importance. Ancillary systems, Financial (billing) applications, and General Ledger/Payroll applications will follow respectively.

**EXHIBIT H
CONFIDENTIAL**

Form of Acceptance Certificates

CERTIFICATION OF FINAL SYSTEM ACCEPTANCE

The City and County of San Francisco hereby acknowledges that the System has passed the Final System Acceptance Test pursuant to the Acceptance Testing Procedures of the Agreement.

Date of Acceptance

City & County of San Francisco

By: _____

Director, Department of Health

**EXHIBIT H
CONFIDENTIAL**

**CERTIFICATION OF FINAL SYSTEM ACCEPTANCE
COMPONENT ACCEPTANCE**

The City and County of San Francisco hereby
acknowledges that the _____ System
Component has passed the final
Component Acceptance Test pursuant to
the Acceptance Testing Procedures of the Agreement.

Date of Acceptance

City & County of San Francisco

By: _____
Director, Department of Health

EXHIBIT I
CONFIDENTIAL

Information Systems Center Application Availability Warranty

INVISION Availability: Siemens warrants that the availability for the INVISION Applications located at Siemens' Information Systems Center (ISC) will be 97%. ISC availability shall mean the time that the INVISION Applications are available to CCSF for processing transactions. ISC availability does not include (i) malfunction of the WAN between CCSF and Siemens' ISC, (ii) unavailability of the Applications due to CCSF's actual day-end, weekend, and month-end processing time.

ISC Application availability shall be measured by Siemens using statistical measurement and reporting software provided with the computer equipment located at Siemens' ISC. Such measurements will be taken twenty-four (24) hours per day seven days per week and the result will be calculated over the total available scheduled time for the month.

$$\text{Availability \%} = (\text{Basetime} - \text{Downtime}) \times 100$$

Basetime

This estimate is provided to Customer based on Siemens' experience at other customer sites. Customer's actual outage time will be affected by a number of variables that influence the size of the Customer's data bases and run time. These variables include, in part: data retention parameters, online activity and any additional Applications that may be installed subsequent to the date of the Agreement.

Siemens will make all reasonable efforts to work with Customer toward achieving the estimated time. If the estimate is exceeded, at Customer's request and at Siemens' then current professional service rates, Siemens will review Customer's utilization of the System and make recommendations for improved data base maintenance.

EXHIBIT J
CONFIDENTIAL

ISC-based Applications System Response Time Warranty

1. **INVISION RESPONSE TIME WARRANTY.**

1.1 Siemens guarantees that the average Response Time within your production System Environment for ISC-based Applications (including LCR and EAD) shall be 2.75 seconds for ninety-five percent (90%) of all transactions, during the term of the Agreement. Siemens will also include the Resource Scheduling Application in this Response Time Warranty; however, because the Resource Scheduling Application can be implemented in many different ways Siemens reserves the right to review CCSF's implementation of Resource Scheduling and make reasonable recommendations, which will not materially effect CCSF's operational procedures, which CCSF will implement to improve response time. As of the Date of Certification, this warranty is not applicable for Applications located at CCSF data center or other Facilities (e.g., OPENLink).

Response Time shall be the period from the time the Return or Function Key is depressed on a 3270 terminal, PC or other similar device directly attached to the router until the complete screen of the response for the one transaction appears on that locally attached device. That is the transaction travels from the device directly attached to the router which is the primary termination point for the Wide Area Network at CCSF's site to the Siemens ISC and back to the device directly attached to the router. Response Time does not include any downtime, time during System malfunction, processing outside the System for transactions between the System and any other system, transactions against a data base while it is being accessed for batch operations, transactions over remote communication lines other than the primary link to Siemens' ISC, and transactions over the internet. LCR and EAD Application programs shall operate through the Siemens provided, OAS based, model, screens and pathways. Response Time Warranty shall not be applicable for transactions through open ended, free form, inquiry.

1.2 **RESPONSE TIME MEASUREMENT AND SUPPORT.** Response Time will be measured at evenly spaced intervals using host based monitoring facilities. A Response Time failure occurs if the average Response Time, measured each day over the hours of 8:00 a.m. to 5:00 p.m., is not met three times during a Monday through Friday period.

If a Response Time failure occurs or if Customer reasonably expects such a failure, Customer shall notify Siemens in writing, describing the failure and how it was determined, or the reasons for Customer's expectations. Siemens shall begin to work in a timely manner with Customer and review the utilization of the System and Customer's methodology or use of the Online Architectural Software. If Siemens determines that performance will be improved by changes to Customer's operational procedures, customer's local network, or Adaptations, etc., without a significant adverse effect on the use of the System, Siemens shall convey such changes in writing. If Customer implements such changes, or if no changes are suggested, and the Response Time is not met and is Siemens' responsibility, Siemens shall make changes to the System so that the System will meet the Response Time at no additional charge to Customer.

If Siemens demonstrates that the failure to meet the Response Time is not Siemens' responsibility (i.e., in the customer's local network, etc.), or that the System does meet the Response Time, Siemens shall give Customer written notice in reasonable detail, and Customer shall pay to Siemens, at Siemens' then current rates, for all services performed and expenses incurred by Siemens during the investigation and diagnosis, provided however, that Siemens will provide two (2) hours of Response Time diagnostic support through the use of NetSpy, Netview, Application analysis or other diagnostic assistance at no charge to CCSF for each reported failure

EXHIBIT J
CONFIDENTIAL

1.3. **SYSTEM ENVIRONMENT**. The System shall be utilized in accordance with the Documentation, the Agreement, and written instructions provided by Siemens or the appropriate supplier. Any changes or additions to the System Environment, modifications, regulatory changes, or Adaptations which create additional applications or functions, may affect System requirements. Siemens reserves the right to have CCSF remove such items and retest the System.

This warranty is provided for the benefit of CCSF only for use of the System for the Facility. This Exhibit sets forth Siemens' entire obligation and liability and CCSF's sole remedy regarding Response Time Warranty.

EXHIBIT K
CONFIDENTIAL

Source Code Escrow Agreement



THREE-PARTY MASTER DEPOSITOR

ESCROW SERVICE AGREEMENT

Master Deposit Account Number: 34900

I. Introduction.

This Escrow Service Agreement (the "Agreement") is entered into by and between Siemens Medical Solutions USA, Inc., ("Depositor") and its Affiliates and subsidiaries, and by any additional party enrolling as a "Beneficiary" upon execution of the Acceptance Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") on this 18 day of Sept., 2008 (the "Effective Date"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) Each Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to such Beneficiary (the "License Agreement"), and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(a).

2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.
- (e) Depositor shall be solely responsible for properly designating the account(s) that the Beneficiary is enrolling into in the applicable Exhibit E. Iron Mountain shall not be responsible for any discrepancies between the identified application and the deposit account designated for enrollment into by the Beneficiary in the applicable Exhibit E.

EXHIBIT K
CONFIDENTIAL

3. Beneficiary Responsibilities and Representations.

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other party to approve the joint instructions.

5. Payment

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. Such Service Fees updates for price increases shall be limited to once per year on the anniversary of the Effective Date, provided that no increase shall exceed the standard fees set by Iron Mountain. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with written joint notice of their intent to cancel this Agreement at least ninety (90) days' prior to the expiration of the Initial Term or the applicable Renewal Term; (ii) Beneficiary provides Iron Mountain and Depositor with ninety (90) days' prior written notice of their intent to terminate this Agreement, provided such termination shall apply to such Beneficiary only; (iii) the Agreement terminates under another provision of this Agreement; or (iv) after the Initial Term, Iron Mountain provides one hundred twenty (120) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's

EXHIBIT K
CONFIDENTIAL

intent to terminate this Agreement. If the Effective Date is not specified in the introduction section, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.

- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.
- (d) The rights of any particular Beneficiary hereunder shall terminate upon the occurrence of the following events: (i) the term of such Beneficiary's software support agreement with Depositor ceases for any reason other than a reason which results in a Release Condition, (ii) such Beneficiary's license to the applicable Deposit Material terminates or expires, or (iii) such Beneficiary fails to pay any fees required herein, or in any agreement between Depositor and such Beneficiary, for the maintenance of such Beneficiary's rights under this Agreement, and such default is continuing after any required notice and cure period. For the avoidance of doubt, Iron Mountain shall not be obligated to recognize the termination of a Beneficiary due to the events stated in either 6(d)(ii) and 6(d)(iii) of this Agreement unless Iron Mountain is notified of such in writing by the Depositor.

7. General Indemnity.

Subject to Section 10, each Party shall defend, indemnify and hold harmless the others, their corporate Affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
- (b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.
- (d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron

EXHIBIT K
CONFIDENTIAL

Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO FIVE (5) TIMES THE THEN CURRENT ANNUAL FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN WILLFUL MISCONDUCT.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person(s)" who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement.
- (f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its

EXHIBIT K
CONFIDENTIAL

reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

- (h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import, export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) No Third Party Rights. This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.
- (r) Amendment. This Agreement may only be modified by mutual written agreement of the Parties. Depositor, Iron Mountain and any particular Beneficiary shall have the right to amend this Agreement, as it applies to such Beneficiary, upon the mutual agreement of all three parties. The amended terms applicable to such Beneficiary shall


**EXHIBIT K
CONFIDENTIAL**

be set forth on the applicable Exhibit E, and the agreement of all three parties thereto shall be evidenced by their execution of such Exhibit E.

- (s) **Entire Agreement.** The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.
- (t) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (u) **Survival.** Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.
- (v) **Affiliates.** "Affiliates", as used herein, shall mean those entities controlling, controlled by, or under common control with, a Party to this Agreement. For purposes of the foregoing definition "control" (including "controlled by" and "under common control") shall mean ownership of, or the right to acquire: (a) not less than fifty percent (50%) of the voting stock of a corporation, (b) the right to vote not less than fifty (50%) of the voting stock of a corporation, or (c) not less than fifty (50%) ownership interest in a partnership or other business entity. It is the intention of the parties (i) that each Affiliate shall be bound by the terms and conditions of this Agreement, (ii) that all of the services provided under this Agreement be made available to each Affiliate, (iii) each Affiliate shall be entitled to enforce this Agreement against Iron Mountain and that (iv) each Affiliate shall be a third party beneficiary of this Agreement.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

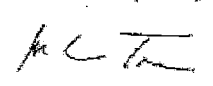
DEPOSITOR

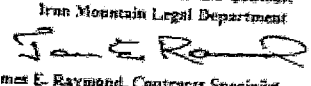
SIGNATURE:	
PRINT NAME:	Thomas Posbauer
TITLE:	Sr. Director of Procurement
DATE:	
EMAIL ADDRESS:	8/29/08


**IRON MOUNTAIN INTELLECTUAL
PROPERTY MANAGEMENT, INC.**

SIGNATURE:	
PRINT NAME:	John F. McLaughlin Jr.
TITLE:	Manager, Quality Control
DATE:	9/18/08
EMAIL ADDRESS:	intellentservices@ironmountain.com

**NOTE: AUTHORIZED PERSONS/NOTICES TABLE, AND BILLING CONTACT INFORMATION TABLE
FOLLOW ON THE NEXT PAGE**

Approved as to Operational Content: Iron Mountain Operations

Name: John Trotti Date: May 27, 2008

Approved as to Form and Content: Iron Mountain Legal Department

James E. Raymond, Contracts Specialist Date: May 7, 2008

Name: 
Title: SR. CONTROLLER
Date: _____

**EXHIBIT K
CONFIDENTIAL**

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Assistance General Counsel
TITLE:	
EMAIL ADDRESS	Susan.bayne@siemens.com
STREET ADDRESS	51 Valley Stream Parkway, Mail Code 106
PROVINCE/CITY/STATE	Malvern, PA
POSTAL/ZIP CODE	19355
PHONE NUMBER	610-219-8513
FAX NUMBER	610-219-8333

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Susan Bayne
TITLE:	
EMAIL ADDRESS	Susan.bayne@siemens.com
STREET ADDRESS	51 Valley Stream Parkway, Mail Code E40
PROVINCE/CITY/STATE	Malvern, PA
POSTAL/ZIP CODE	19355
PHONE NUMBER	610-219-8513
FAX NUMBER	610-219-6461

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

**EXHIBIT K
CONFIDENTIAL**

MUST BE COMPLETED EXHIBIT A - Escrow Service Work Request - Deposit Account Number: 34900

SERVICE	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
Check boxes to order service	All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.			
<input checked="" type="checkbox"/> Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.			<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Deposit Account Fee-including Escrow Management Center Access	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be securely stored in controlled media vaults. Furthermore, Iron Mountain will provide account services that include unlimited media vaults, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An override fee may apply.			<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account, where possible, Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.			<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.			<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.			<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A		<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. Fee Contingencies Enclosed.	Based on Custom SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on Custom SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Deposit Usability Test - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on Custom SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Deposit Usability Test - Full Usability Test	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Full Usability which includes a confirmation that the built applications work properly when installed. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on Custom SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.		N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.		N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

**EXHIBIT K
CONFIDENTIAL**

**EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: _____ ESCROW ACCOUNT NUMBER: 34900

DEPOSIT NAME _____ AND DEPOSIT VERSION _____
(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> BLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Internet File Transfer			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:
Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-875-5669
Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY: (NOTED DISCREPANCIES ON VISUAL INSPECTION)	

EXHIBIT K
CONFIDENTIAL

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL
Deposit Account Number: 38910

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. **Release Conditions.** Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):
The Beneficiary requesting the release is a valid Beneficiary with rights under this Agreement and any one of the following:
 - (i) Any specific release conditions agreed to in the License Agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
 - (ii) Failure of the Depositor to function as a going concern or operate in the in the ordinary course; or
 - (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have thirty (30) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.** If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. **Termination of Agreement.** This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
6. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Beneficiary's use of the Deposit Materials shall be subject to the license restrictions and other applicable terms and conditions of the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT K
CONFIDENTIAL

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: 34900

Auxiliary Account Number _____

("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL
PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT K
CONFIDENTIAL

EXHIBIT E
ENROLLMENT FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: _____ is the Beneficiary referred to in the Escrow Agreement that supports Deposit Account Number: 34900 with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement.

The Beneficiary has licensed the following Application(s) from Siemens and shall be enrolled into the designated Deposit Accounts below:

- Deposit
- INVISION® Deposit Account # _____
 - Radiology/syngo Workflow Deposit Account # _____
 - Laboratory Deposit Account # _____
 - Pharmacy Deposit Account # _____
 - Decision Support Deposit Account # _____
 - Enterprise Document Management Deposit Account # _____
 - MedSeries4® Deposit Account # _____
 - Soarian® Clinicals Deposit Account # _____
 - Soarian® Financials Deposit Account # _____
 - Soarian® Cardiology Deposit Account # _____
 - Eagle 2000® Deposit Account # _____
 - SIGNATURE® Deposit Account # _____
 - Siemens OPENLink® Deposit Account # _____
 - UNITY® Deposit Account # _____
 - syngo Imaging Deposit Account # _____
 - syngo Dynamics Deposit Account # _____
 - Patient Identification System Deposit Account # _____

**EXHIBIT K
CONFIDENTIAL**

BENEFICIARY AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS:	
STREET ADDRESS:	
PROVINCE/CITY/STATE:	
POSTAL/ZIP CODE:	
PHONE NUMBER:	
FAX NUMBER:	

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS:	
STREET ADDRESS:	
PROVINCE/CITY/STATE:	
POSTAL/ZIP CODE:	
PHONE NUMBER:	
FAX NUMBER:	
PURCHASE ORDER #:	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 130, Norcross, Georgia, 30071, USA.

EXHIBIT K
CONFIDENTIAL

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at 978-667-3601 ext. 100 or by e-mail at mailto:verification@ironmountain.com

EXHIBIT L
CONFIDENTIAL

Summary of Siemens Travel and Living Policies

The following is a summary of the principal provisions of Siemens' present policy for reimbursement of the travel and living expenses of its employees within the United States. Siemens passes these charges through to Customer. Siemens' policy for travel and living expense reimbursement may be changed by Siemens from time to time to reflect changes in economic and business factors.

1. **Commercial Air Fare.** Employees must accept the lowest logical coach class airfare available in the market place on any reasonable air carrier. Air travel is not permitted between the cities of Philadelphia, PA, New York, NY, Baltimore, MD and Washington, DC. Employees must use ground transportation to travel to these cities.
2. **Car Rental.** A rental car should be used when the cost is less than that of other available transportation such as taxis, airport shuttles, and personal cars. When renting a car for an extended period of time, employees should use Siemens' preferred suppliers at discounted rates. Cars in the intermediate class (midsize) are authorized for use. Larger cars are authorized only if three or more people are traveling together. When possible, two or more people traveling to the same location should share a car.
3. **Use of Personal Automobile.** Commuting between the employee's residence and normal work location is not reimbursable. Employees are not authorized to make long distance business trips using their personal automobile that exceed 200 miles per day, unless authorized by their manager in advance of the trip. It is more economical to use a rental car if the business trip exceeds 200 miles per day. Employees will be reimbursed for business usage of personal cars at the IRS standard rate. Gasoline or other related automobile purchases made while using a personal vehicle for company business are not reimbursable.
4. **Rail Travel.** All domestic rail travel reservations should be booked directly with Amtrak or other rail companies. All rail travel must be booked in coach class.
5. **Other Ground Transportation.**
 - Taxis - Employees will be reimbursed for reasonable taxi fares for inter-city transportation.
 - Airport Transportation - The most economical mode of transportation should be used to and from airports. These include but are not limited to buses, subways, taxis, shuttles, airport shuttle and car services and personal car. Consideration must be given to the length of trip and associated parking costs when determining the most economical mode of transportation. If using a personal car to drive to and from the airport, employees must subtract the mileage of their daily commute to/from work before submitting for reimbursement.
6. **Airport and Other Parking.** For any trip longer than one day, employees should use the economy/long-term parking which can be on airport property or off-site. For off-hours travel only (arriving to the airport prior to 6:00 AM and/or leaving after 9:00 PM), the short term parking garage can be used for safety reasons. When using a parking meter, reasonable expenses incurred are reimbursed.
7. **Tolls.** Siemens reimburses for tolls incurred while traveling on company business. A receipt is not required unless the tolls exceed a daily limit of \$10. Frequent travelers using an automated toll system (e.g., E-ZPass) may submit their toll charges for reimbursement upon receipt of a monthly statement from the provider. The traveler must indicate which charges are business related on the monthly statement.
8. **Lodging.** Employees must use the hotels listed in the Siemens North American Travel Directory or those hotels with which Siemens has negotiated discounted rates. Siemens will reimburse employees for

EXHIBIT L
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reasonable dry cleaning or laundry charges for trips exceeding seven (7) consecutive days of travel. Siemens does not reimburse employees for in-room movies, mini bar purchases, and health club/spa fees.

9. **Meals.** Meals are reimbursed when business travel requires an overnight stay preventing the employee from returning home or when business requires the employee to leave home very early or return home late and causes the employee to incur meal expense. Lunch is not reimbursable unless incurred on weekends or holidays while on company business. Itemized original receipts for each meal are required. Multiple meals (e.g., breakfast and dinner) are reimbursed up to the maximum amounts per day shown below.

<u>Travel Period</u>	<u>Maximum Reimbursable Amount</u> <u>Per Day</u>
Domestic Travel – Monday through Friday	\$40.00
Domestic Travel - Holidays & Weekends	\$55.00

10. **Telephone Usage.** Phone calls which are made for business purposes are reimbursable with the proper documentation. Personal phone calls for safe arrival and emergencies are reimbursable while on business travel provided proper documentation is provided. Travelers will not be reimbursed for use of airline in-flight phones. When staying at a hotel, employees should avoid making phone calls that have an added surcharge. Siemens will reimburse employees for reasonable hotel high speed internet access charges while traveling on company business. For infrequent travelers, occasional cellular phone expenses incurred for business purposes are reimbursable. For frequent travelers, all wireless services used for company business must be procured and reimbursed through the Siemens corporate programs for cellular phones.

11. **Receipts.** Employees must submit original receipts, except for personal car mileage, metered parking, and tolls under \$10 per day.

EXHIBIT M
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Standard Beta Test Amendment

This Amendment is made as of the ___ day of _____, 20___, between SIEMENS MEDICAL SOLUTIONS USA, INC. ("Siemens"), having its principal office at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("CCSF").

CCSF is hereby authorized and agrees to "Beta Test" Siemens' new _____ [INSERT NAME OF BETA SOFTWARE] ("Beta Software"), in conjunction with the Information Technology Agreement between Siemens and CCSF dated July 1, 2010, as amended ("Agreement"). The following additional terms and conditions shall apply to the Beta Test.

1. The Beta Test will be guided by a Project Workplan, which will define the schedule and the responsibilities to be performed by the parties and which will be based on the Statement of Work. A preliminary Statement of Work is attached hereto as Attachment A. CCSF and Siemens each agree to perform their respective tasks set forth in the Project Workplan and to thoroughly test the Beta Software as specified in the Beta Test plans even if CCSF does not intend to use a particular function after the Beta Test. Changes or decisions which affect the scope of the work effort or which delay scheduled completion of the project may result in a charge from Siemens to CCSF and must be made in writing and signed by CCSF's designated project manager and Siemens' designated project manager. These changes shall be defined as "Change Orders" and will detail the nature of the change and any professional service fees due for said change. Using the Change Order Process described herein and in the Agreement, CCSF may engage Siemens to perform or complete tasks designated as CCSF's tasks in the Project Workplan at Siemens rates, which shall be due and payable by CCSF monthly as incurred on a time and materials basis. Siemens will not perform work beyond the scope of the work effort without a Change Order.

2. Although the Beta Software will undergo quality assurance testing by Siemens prior to delivery, such testing in an internal environment does not ensure that all possible combinations of system options have been quality assured. CCSF acknowledges the developmental nature of this project, and the fact that Siemens does not warrant the Beta Software. CCSF and Siemens agree that the purpose of the Beta Test is to verify the functionality, validate the Documentation for the Beta Software, and assist in identifying any software errors that are as yet unfixed. When a Beta Test problem arises, upon receiving a report from CCSF, the Siemens Beta team will provide technical support assistance. CCSF may report the issue using Siemens' on-line Event Issue Management system or by contacting Support Services directly at (610) 219-8600. Siemens Support Services will coordinate Siemens' response to resolve the problem. In addition to error or problem reporting, CCSF agrees to provide Siemens Beta team with timely feedback and validation regarding Beta Software functionality.

3. Siemens will supply supporting materials and draft Documentation regarding the Beta Software, which is preliminary and is subject to change by Siemens. CCSF acknowledges that Documentation for the Beta Software is still under development and in some cases will not be completed prior to completion of the Beta Test. Siemens values customer validation and feedback on the Siemens supplied Documentation and supporting materials. CCSF agrees to review the supporting materials and Documentation and provide feedback to Siemens to assist in producing "final" Documentation. Siemens reserves the right to copy and modify the Documentation inclusive of CCSF's input as an aid to other Siemens customers.

4. Neither party shall have any liability to the other relating to the Beta Test. CCSF shall have full responsibility for the care and well being of its patients and any reliance by CCSF on the Beta Software shall not diminish that responsibility. The defined terms and the confidentiality and use restrictions of the

EXHIBIT M
CONFIDENTIAL

Agreement shall apply to this Beta Test, to the Beta Software and to its Documentation. Siemens has exclusive title to the Beta Software, its Documentation, and any Modifications, Adaptations, and additions thereto. Siemens retains the right to use for itself and its customers all Modifications, Adaptations, and additions to the Beta Software developed during the Beta Test period.

5. CCSF and Siemens understand that either party may terminate the Beta Test by written notification to the other party if the Beta Test is not progressing according to the provisions of this Amendment. Siemens may terminate this Amendment at any time, without costs, at Siemens' sole discretion, if Siemens determines that further CCSF testing is no longer required. The Beta Test and this Amendment shall expire upon receipt of this notification.

6. For purposes of this Amendment, "Generally Available" or "GA" shall mean that Siemens has announced that the software is ready for Delivery to licensed customers generally, whether as a new Application or an Update, Release or Version of an existing Application. If a Version of the Beta Software is made Generally Available, the GA version will be provided to CCSF as an Update, Release or Version of an already-licensed Application under the terms of Support for that Application under the Agreement. CCSF shall de-install the Beta Software and Siemens shall be under no further obligation to support the Beta Software six (6) months after Siemens announces the GA Version.

7. CCSF-specific Custom Programming and/or Adaptations performed by Siemens outside of the Project Workplan will be permitted unless such Custom Programming or Adaptations would, in Siemens' view, extend the Beta Test timeline or entail new regulatory requirements. Any Custom Programming or Adaptations outside the Project Workplan will be billed to CCSF on a time and materials basis. Custom Programming or Adaptations that Siemens agrees are needed as part of the Beta Test will be incorporated into the Project Workplan. For purposes of this Amendment, "Derivative Work" shall mean work, including Adaptations, Modifications and Custom Programming, based upon one or more preexisting works including Applications or any other form in which a work may be recast, transformed or adapted. A work consisting of editorial revisions, annotations, elaborations or other modifications which, as a whole, might represent an original work of authorship is still a Derivative Work. Siemens or its suppliers shall have the exclusive title to, copyright and trade secret right in, and the right to grant additional licenses to all Derivative Works.

8. To support market references, CCSF agrees to consider allowing at least _____ () site visits per month during the first _____ () months after First Productive Use of the Beta Software and at least _____ () site visits per month for the next _____ () months thereafter. CCSF agrees to allow Siemens to use its name in promotional materials and will provide a reasonable number of telephone or other references. Siemens agrees to review with CCSF all such promotional references in advance of publication.

9. CCSF has previously agreed to obtain the Equipment and Third Party Software detailed in existing Schedule 1 under the Agreement, and currently Siemens anticipates that Equipment and Third Party Software will be sufficient for CCSF to perform the Beta Test. Quality assurance and on-site performance testing may require re-evaluation of those requirements. CCSF acknowledges that the equipment requirements for operation of the Beta Software may change as the test progresses and agrees to acquire any additional equipment required to complete the Beta Test. Except as otherwise set forth herein, CCSF shall be responsible for the integration of any technology required for the operation of the System into its own enterprise environment.

10. Siemens will perform a technology assessment prior to commencement of the Beta Test to review CCSF's hardware, software and any other technology components that may impact use of the Beta

EXHIBIT M
CONFIDENTIAL

Software. Siemens will provide CCSF with a copy of the assessment findings and recommendations and CCSF agrees to implement Siemens' recommendation before commencement of the Beta Test.

11. Siemens will provide training and education to CCSF, and/or courses on the Beta Software. Siemens agrees to train up to _____ () of CCSF's employees as trainers in the use of the Beta Software at no additional fee to CCSF. CCSF agrees to send the appropriate individuals to the education classes. Those trainers shall be responsible for training other CCSF employees. Training will be conducted by conference call or Web cast. CCSF understands that the courses and educational materials will themselves be preliminary and in a state of development. Siemens values customer validation and feedback on the Siemens provided training content and educational materials. CCSF agrees to review the educational materials and/or assist Siemens in the development of courses to be used in training users of the Beta Software. Siemens may adapt and use CCSF's input to further revise Siemens' training content and educational materials for the benefit of other customers.

12. CCSF's project team for the Beta Test shall consist of _____ () IT analyst(s), _____ () Nursing Advocate(s), _____ () Physician Advocate(s), _____ () Clinical Core Trainer(s) and other representatives from CCSF's Information Systems and end user departments as indicated in the Project Workplan. CCSF's project team shall meet with Siemens' project team as often as necessary. Siemens agrees to provide one (1) Project Manager and one (1) Implementation Consultant and other representatives from Siemens as indicated in the Project Workplan to guide CCSF in performing the Beta Test. **{NOTE SELECT ONE OF THE FOLLOWING AND DELETE THE OTHER: Siemens staff will perform the majority of its Project Workplan tasks remotely and will only be on site for training and testing of the Beta Software in CCSF's production environment. OR Siemens will perform all of its Project Workplan tasks remotely.}**

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

14. This document constitutes an amendment to the Agreement for Beta Test purposes only and supersedes all other commitments between Siemens and CCSF with respect to this subject matter. As hereby amended, the Agreement remains in full force and effect, and is not otherwise modified by this document in any way.

**EXHIBIT M
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IN WITNESS WHEREOF, and intending to be legally bound, Siemens and CCSF have executed this Amendment as of the day and year first above written.

SIEMENS MEDICAL SOLUTIONS USA, INC.

CITY AND COUNTY OF SAN FRANCISCO

By _____

By _____

(Type or Print Name and Title)

(Type or Print Name and Title)

Date: _____

Date: _____

**EXHIBIT N
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Network Management Framework

Herein described is a framework that allows joint management of T1 LAN interconnect network between Siemens and CCSF.

Siemens Responsibility

Siemens is fully responsible for the availability and operation of the T1 lines between Siemens and CCSF. Siemens will procure the phone lines, ensure maximum diversity, cause the lines to be installed and monitor the lines 24x7 for availability and utilization.

Siemens is fully responsible for the connection between CCSF up to and including the DSU at Siemens and client site.

Siemens' network responsibility in the Siemens ISC includes ensuring availability of VTAM, NCP, Token Ring, DSU, telco lines, and all CISCO router components. Siemens monitoring responsibilities include system availability, response time, line quality, transmission quality, DSU and router performance. Siemens will use industry standard tools which currently include: Netview (NCCF, NLDM, NPDA), and Netspy to perform monitoring tasks.

Siemens will honor any network measures such as filtering to meet state and local CCSF security regulations.

Siemens will serve CCSF with ten (10) business days advanced written notice for any changes to a router configuration in the Siemens ISC, that would affect the Siemens – CCSF connection.

San Francisco General Hospital & Department of Public Health Responsibilities

If, after using monitoring tools listed above and concluding that an Siemens responsible problem does not exist, Siemens will request that CCSF examine their network for problems. Siemens will attempt if possible, to "lead" CCSF as to a probably cause of a problem.

CCSF shall provide Siemens with ten (10) business days advance written notice for any feeder node or remote site attachment to the CCSF network.

CCSF shall provide Siemens with ten (10) business days advance written notice for any new protocol introduced to the CCSF network.

CCSF shall provide Siemens with ten (10) business days advance written notice for any router changes on the CCSF side. Siemens will evaluate and review any changes as requested.

CCSF will have at a minimum, onsite hardware, software and personnel capable of monitoring all current Synoptics hubs, end stations: Intelligent (PCs) and unintelligent (VTs), all routers inter (Siemens and CCSF) and intra (within CCSF network), as well as segment utilization and collision percentage.

Siemens recommends that CCSF not exceed 30% Ethernet segment utilization and not exceed standard CSMA/CD collision rates.

EXHIBIT N
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CCSF will discuss with Siemens any hardware and software additions to the CCSF network to ensure compatibility and quantify any possible performance impacts. This would include for example, LV software for end user workstations, operating system upgrades such as NT. This does not include the introduction of any industry standard SNMP manager.

Siemens requests 30 days advance notice if CCSF elects to have Siemens monitor or assist in monitoring any portion of the CCSF local network such as Synoptics hubs, end user stations, and intra network routers. CCSF will meet any software prerequisites for such monitoring as dictated by Netview and Optivity.

Mutual Responsibilities

Siemens and CCSF will discuss the installation of any router software upgrade to ensure its necessity and effect on the CCSF – Siemens connection. No party will upgrade router software without written consent of the other party, which shall not be unreasonably withheld.

**EXHIBIT O
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Initial User Network

The Initial User Network as described under and in accordance with the Agreement shall include the following:

- (1) The City and County Facilities and Locations listed in Exhibit "D".
- (2) As to each facility listed in Exhibit "D", the Initial User Network shall include all affiliated employees and providers. In addition, the Initial User Network shall include Non-Provider Users as restricted in the Agreement; and
- (3) Use of OPENLink Level n to access and input CCSF data from and to the System by Community Public Health Services including the AIDS Office, Forensic Services, Public Health Offices, and Mental Health and Substance Abuse.

**EXHIBIT P
CONFIDENTIAL**

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the

EXHIBIT P
CONFIDENTIAL

HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
 - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.F. Parts 160 and 164, Subparts A and E.
 - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
 - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
 - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C.

EXHIBIT P
CONFIDENTIAL

Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a), to the extent CE has notified BA in writing of such request by the patient. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected

EXHIBIT P
CONFIDENTIAL

Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- i.* **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.
- j.* **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k.* **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l.* **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

EXHIBIT P
CONFIDENTIAL

- m.* **Business Associate's Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.
- n.* **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o.* **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within ten (10) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p.* **Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights relating to the services provided by BA to CE under the Contract, provided BA is not legally prohibited from so notifying CE.

3. Termination

- a.* **Material Breach.** A material breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract pursuant to Section 23 of the Contract. [45 C.F.R. Section 164.504(e)(2)(iii)].

EXHIBIT P
CONFIDENTIAL

- b. Judicial or Administrative Proceedings.* CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. Effect of Termination.* Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

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

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

- a. Amendment to Comply with Law.* The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event (i) BA

EXHIBIT P
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does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

10. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

11. Replaces and Supersedes Previous Business Associate Addendums or Agreements

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

EXHIBIT Q
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Cash Flow Illustration

City and County of San Francisco
- Siemens Annual Payment Exhibit
- July 1, 2010

Remote Computing (RCO) Exhibit	Year End 6/30/2011	Year End 6/30/2012	Year End 6/30/2013	Year End 6/30/2014	Year End 6/30/2015	Year End 6/30/2016	Year End 6/30/2017	84 Month Total
RCO								
Support and Services	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 3,064,164	\$ 21,449,148
Supplies ESTIMATE	262,296	262,296	262,296	262,296	262,296	262,296	262,296	1,836,072
New Applications/Services	181,328	108,203	50,540	61,660	123,320	123,320	3,320	771,689
RCO - Existing and New Applications								
SubTotal	\$ 3,507,788	\$ 3,434,663	\$ 3,377,000	\$ 3,388,120	\$ 449,780	\$ 3,449,780	\$ 3,449,780	\$ 24,056,909
Taxes & CPI								
Taxes	316,014	320,551	316,014	321,871	327,729	327,729	327,729	2,257,637
CPI - Maximum	-	-	134,210	139,579	145,162	150,968	157,007	726,927
Taxes & CPI Subtotal								
	\$ 316,014	\$ 320,551	\$ 450,224	\$ 461,450	\$ 472,891	\$ 478,698	\$ 484,736	\$ 2,984,564
Total RCO	\$ 3,823,801	\$ 3,755,213	\$ 3,827,224	\$ 3,849,570	\$ 3,922,671	\$ 3,928,477	\$ 3,934,516	\$ 27,041,473
In-house (ICO) Exhibit								
In-house								
Support and Services	\$ 213,808	\$ 213,808	\$ 213,808	\$ 213,808	\$ 213,808	\$ 213,808	\$ 213,808	\$ 1,496,656
New Applications/Services and Account Management	194,970	202,320	202,320	202,320	202,320	202,320	202,320	1,408,890
In-house - Existing and New Applications								
SubTotal	\$ 408,778	\$ 416,128	\$ 416,128	\$ 416,128	\$ 416,128	\$ 416,128	\$ 416,128	\$ 2,905,546
Taxes & CPI								
Taxes Subtotal	21,301	22,290	22,290	22,290	22,290	22,290	22,290	155,039
CPI - Maximum	-	-	17,504	18,204	18,932	19,689	20,477	94,806
Taxes & CPI Subtotal								
	\$ 21,301	\$ 22,290	\$ 39,793	\$ 40,494	\$ 41,222	\$ 41,979	\$ 42,767	\$ 249,844
Total In-house	\$ 430,079	\$ 438,418	\$ 455,921	\$ 456,622	\$ 457,350	\$ 58,107	\$ 458,895	\$ 3,155,390
GRAND TOTAL w/ TAXES and CPI Max	\$ 4,263,880	\$ 4,193,631	\$ 4,283,145	\$ 4,306,192	\$ 4,380,021	\$ 4,386,584	\$ 4,393,411	\$ 30,196,863

**EXHIBIT R
CONFIDENTIAL**

Siemens Annual Report

**[see the PDF copy on the accompanying CD-ROM, also available at the following link:
http://www.siemens.com/investor/pool/en/investor_relations/e09_00_qb2009.pdf]**



FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Siemens Medical Solutions USA, Inc.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1. See Attached 2. See Attached 3. No one Person owns more than 20% of Siemens 4. Not proposing to use subcontractors 5. Not Applicable	
Contractor address: 51 Valley Stream Parkway, Malvern, Pennsylvania 19355	
Date that contract was approved:	Amount of contract: \$52,314,454
Describe the nature of the contract that was approved: Software Licenses, support and maintenance services for clinical and financial applications in use by the Department of Public Health.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: bos.legislation@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

Siemens Healthcare USA Board of Directors

Greg Sorensen, M.D.

Chief Executive Officer, Customer Solutions, North America

Gregory Sorensen, M.D. is responsible for leading the marketing, sales, service, and support functions for Siemens Healthcare in North America, across the entire healthcare portfolio including medical imaging, therapy, healthcare information technology, and laboratory diagnostics. Dr. Sorensen served as Professor of Radiology and Health Sciences and Technology, Harvard Medical School; faculty member of the Harvard-MIT Division of Health Sciences and Technology; and Co-Director of the A.A. Martinos Center for Biomedical Imaging, Massachusetts General Hospital (MGH). As practicing neuroradiologist, and active researcher, Dr. Sorensen is well known in the industry, particularly for his achievements in clinical care, clinical trials, and translational research. His research and techniques are utilized by scores of centers throughout the world in phase II and III trials of novel oncology agents such as gene therapy.

Ann Custin,

Chief Financial Officer, North America and Head of Shared Services Group, USA Siemens Healthcare

Ann Custin is Chief Financial Officer for Siemens Healthcare in the United States, with additional oversight for Canada and Meso America. In this position, she directs the budget planning, financial decision-making, operations, reporting, and administration for Siemens Healthcare across the medical imaging, healthcare IT, and laboratory diagnostics portfolio. Additionally, as head of the Shared Services Group, Custin is responsible for Siemens Healthcare's headquarters key support functions such as central accounting, procurement, and information technology (IT).

Previously, Custin was Head of Finance for the Operational Services Group of Siemens Healthcare's global Diagnostics Division where she was responsible for the financial operations of supply chain, service, quality management, EHS and program management.

Custin brings 20 years of senior-level experience in high-tech companies. Custin also spent 14 years with Siemens Healthcare's Ultrasound business. In her role of Vice President, Finance and Business Administration from 2000-2004, Custin was responsible for developing, implementing and monitoring the business plans for Ultrasound, including both strategic and financial performance.

Custin holds a Bachelor of Arts degree in Accounting from Queens College. She is married and has a daughter in college.

Dave Fisher

Vice President, Healthcare Policy & Strategy Siemens Healthcare

David Fisher is Vice President, Healthcare Policy & Strategy for Siemens Healthcare North America. In his role, Fisher drives management and direction of the company's approach to U.S. healthcare policy from within the Healthcare Sector, positioning Siemens as the industry leader in imaging, diagnostics and healthcare information systems. Within this scope, he is responsible for developing industry relationships and representing Siemens in meetings with regulatory, payor, and reimbursement agencies.

Most recently, Fisher was Executive Director of the Medical Imaging and Technology Alliance (MITA). In this role, he was responsible for overseeing the 60+ member association including strategic positioning for legislative, regulatory and public relations activity as well as member relations, human resources and budgeting.

Prior to joining MITA, Fisher spent 13 years working for Congress and the Administration including senior positions in the Senate and at the Office of Management and Budget.

Fisher received both his Bachelor of Arts and Master of Public Policy from Georgetown University. He and his wife, Ann, live in Washington, DC with their two children, Dagny and Regan.

Michael Wendt, PhD
Senior Vice President, Imaging & Therapy Systems

Michael Wendt, PhD, leads the Imaging & Therapy Systems Division in the USA, with additional oversight for Canada. In this new role, he is responsible for sales and business management of Siemens imaging equipment and therapy systems, as well as sales of the Healthcare IT portfolio in the USA. Wendt is based at the USA headquarters in Malvern, Pennsylvania.

Prior to this current role, Wendt was VP and Zone General Manager (ZGM) of first the Mid-Atlantic Zone, and most recently the Southeast Zone, responsible for driving volume and market share growth in the Zone, as well as championing continuous customer ownership to achieve Customer Excellence.

Wendt joined Siemens in 2000, as R&D collaborations manager for the Magnetic Resonance Imaging (MRI) business unit. He was quickly promoted to Director of R&D for MRI, then Director of MRI Applications Development. Wendt holds eight patents in Europe and the United States.

Before joining Siemens, Wendt was Assistant Professor of Biomedical Engineering at Case Western Reserve University in Cleveland, Ohio. He has continued as a guest lecturer on the topic of Physics in Radiological Imaging at the Freie Universitaet Berlin in Berlin, Germany.

Wendt is extensively published, with over 30 peer-reviewed research manuscripts in journals such as Journal of Magnetic Resonance Imaging and Radiology.

Wendt holds a Master's Degree in Electrical Engineering and a Ph.D. in Biomedical Engineering.

Wendt spends most of his spare time with his wife and two young children. He enjoys traveling as a family and exposing his children to different cultures.

Aaron Hudy
Senior Vice President, Clinical Products Division, North America
Senior Vice President, Customer Relationship Management, USA
Siemens Healthcare

Aaron Hudy leads the Clinical Products Division of Siemens Healthcare in the United States, with additional oversight for the business in Canada and Latin America. In this role, he is responsible for the Ultrasound (US) and X-ray Products (XP) business management functions. In his CRM capacity, Hudy champions Healthcare Analytics & Database Marketing, Competitive Intelligence/Analyst Relations, CRM Excellence, and Sales Education. Hudy is based at the USA headquarters in Malvern, Pennsylvania.

Hudy joins Siemens with 16 years of experience in the medical imaging industry, mostly in sales and sales management positions. Among his recent accomplishments at another major medical company are development of market share, channel strategy, successful programs to win new customers, and industry-recognized sales training programs. Previously, he held national and regional-level sales management positions in the industry.

Hudy holds a B.S.B.A in Finance from John Carroll University in Cleveland, Ohio. He is married with three children.

Franz Walt
Senior Vice President, Diagnostics Division
Siemens Healthcare

Franz Thomas Walt is Senior Vice President of Siemens Healthcare's Diagnostics Division (DX) and oversees North America, Canada, and Meso-America. He joined Siemens with more than 22 years of experience in the healthcare industry.

In this role, Walt heads business management, sales, implementation, and customer support functions for Siemens' in vitro diagnostics portfolio, comprised of chemistry, immunoassay, automation, informatics, hematology, hemostasis, point-of-care, specialty, and molecular laboratory solutions.

Prior to Siemens, Walt held positions of increasing responsibility in the pharmaceutical, medical device, and in vitro diagnostics industries. His international career includes positions in the USA, Asia Pacific, Europe, and Latin America. Walt's professional highlights include proven performance in entering new markets, achieving top and bottom-line goals in emerging and mature markets, and establishing or strengthening market leadership across the portfolio.

Walt holds an MBA from City University in Bellevue, Washington. He is married with two daughters.

Andrew Flanagan

Senior Vice President, Health Services (HS) Sales & Business Management

Andy is responsible for leading the sales and marketing of HS solutions and the execution of customer-facing HS service activity in the U.S. Andy and his team is focused on driving sales performance and customer satisfaction, and growing the HS business in the U.S. His organization includes new business development; strategic consulting and IT service management; sales initiatives, operations, and support, plus industry initiatives, reference sites and demonstration; nursing initiatives; government & industry affairs; and physician consultant activity.

Andy brings more than 25 years of leadership experience in sales, sales strategy, and business transformation to Siemens Healthcare. Prior to joining Siemens, Andy spent five years in sales executive management and strategy planning at SAP. His accomplishments at SAP include improving revenues, margins, and customer satisfaction scores in SAP's central region mid-market, and driving penetration of new customers. One market growth opportunity Andy identified was healthcare, and he soon led SAP's new healthcare vertical business unit as SVP of U.S. healthcare sales.

Prior to SAP, Andy ran his own small company ESM Solutions for nine years where he developed and sold supply chain software applications to clients, such as Penn State and Heinz. He began his career as a sales representative for Xerox, progressing into sales management and later, sales operations where he was responsible for turning around several Xerox organizations including a \$500 million organization focused across all industries and segments.

Mike Guin

Senior Vice President, Customer Service

Mike is responsible for overseeing our Customer Service business in the U.S., including the UPTIME Center, the Regional Support Center, Education Services, Integrated Service Management (ISM), Field Service, National Modality Installations, *syngo* Services, and Service Marketing.

Most recently, Mike has served as Sr. Vice President, Solutions Implementation, partnering with sales and business management to effectively drive sales equipment revenue through our modality implementations business. With a focus on continuously improving processes, driving business results, and improving customer satisfaction, Mike's key accomplishments include development of a backlog management system enabling a best in class revenue forecast ability, implementation of 3D drawing capability in the U.S., which is now a global project, and driving growth in our Design & Construction Services business. He also developed the applications organization into a best in class, customer-focused business before it transitioned to the Service organization last fiscal year.

Prior to his current role, Mike was VP of Service Operations in Cary. Mike joined Siemens in 2000 as Zone Service Vice President, responsible for the service business in the West. Mike's entire career has been in healthcare technology service – with experience both from the medical center perspective and equipment provider.

Description	Date of Last Change	Comments
Ownership Composition	1982	Siemens Medical Solutions USA, Inc. is a privately held corporation, incorporated in the U.S. State of Delaware on 07/19/1982 Siemens AG went public in the US on March 12, 2001, listed on the New York Stock Exchange with the symbol SI.
President	2011	Gregory Sorensen M.D., Chief Executive Officer, Healthcare USA
Chief Financial Officer	2008	Ann Custin, Chief Financial Officer, Healthcare USA
Technical Support Director	2002	David Rice, Chief Information Officer, Healthcare USA
Customer Support Director	2011	Mike Guin, Senior Vice President , Customer Service, Healthcare USA
Auditor	2009	Ernst & Young
Bankers	1995	Healthcare USA has an incoming deposit account (lockbox) account with Mellon bank. We disburse through Siemens Capital.

***note to reader. Changes to executive team are in the process of being published. Verify any highlighted data before using.

