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AMENDMENT

This Amendment is made as of the 11th day of March, 2003 between SIEMENS MEDICAL SOLUTIONS USA, Inc, 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 ("Siemens") and San Mateo Medical Center, located at 255 West 37th Avenue, San Mateo, California 94403.

Siemens and Customer agree to amend the INVISION RCO AGREEMENT between Customer and Siemens dated as of October 7, 1997, [as amended,] ("Agreement") as follows:

1. **NOVIUS LAB VERSION 26.4 UPGRADE.** The existing Siemens OpenLab perpetual license will now be replaced by a Siemens Novius Lab perpetual license. Customer agrees to begin the implementation of Novius Lab Version 26.4 no later than August 1, 2003 at the fees listed below.

<u>Application</u>	<u>Professional Services</u>	<u>Extended Monthly Support Fee</u>
Novius Lab V26.4 Upgrade	\$226,755	\$4,818

2. **OPENLAB SUPPORT.**

2.1 Customer will continue paying the current monthly support fees for OPENLab until Novius Lab is live. Once Novius Lab is live the OPENLab Support Fees will be terminated and Customer will begin paying the Novius Lab Monthly Support Fees listed above. Siemens will continue supporting OPENLab past December 31, 2003 as long as Customer and Siemens mutually agree to a work plan and Customer begins implementation of Novius Lab no later than August 1, 2003. If customer fails to achieve First Productive Use on or before December 31, 2003, due to Customer associated delays, support will end. The following conditions will apply in relation to OPENLab support after January 1, 2003 and until the end of all such support on or before December 31, 2003:

- No model or other support will be provided for regulatory, HIPAA, or any other business need.
- No additional Professional Services Requests (PSR's) will be accepted (except archiving and deinstall).
- Previously announced End of Support for third party software and hardware are still in effect.

2.2 Term of Support. The term of support for The Novius Lab Applications shall be coterminous with the existing term of support services under the Agreement. Siemens will provide support for San Mateo for the NOVIUS Lab product through 2006.

3. **PROFESSIONAL SERVICES.** Customer hereby engages Siemens to perform the professional services described in Attachment 1 to this Amendment at the Professional Service rates listed in that Attachment 1. Siemens shall bill and Customer shall pay the Professional Services fees monthly as incurred on a time and materials basis. The Estimated Fee for the Siemens services described in Attachment 1 will not exceed \$226,755, unless agreed to in writing by Customer and Siemens. Any changes to the initial scope of work must be mutually agreed to in writing by Customer and Siemens. Customer shall reimburse Siemens for travel and living expenses in accordance with the terms of the Agreement. Each implementation engagement will be performed in accordance with a mutually agreed to Implementation Workplan.

4. **CHANGE ORDER PROCESS.** Each implementation engagement will be performed in accordance with either an Implementation Workplan or a Scope of Work, which will describe the specific tasks to be performed by each party, task dependencies, and time-lines. Changes or decisions which affect the scope of the work effort or which delay scheduled completion of the project must be made in writing and signed by the Customer's designated project manager and Siemens' Project Manager. These changes shall be defined as "Change Orders" and will detail the nature of the change and the additional Professional Service Fees due hereunder for said change. Siemens will not perform work beyond the scope of the work effort without a Change Order. Any such changes to the Implementation Workplan or any changes that exceeds the Professional Service Fee of \$226,755 shall be subject to the Change Order Process.

5. **EQUIPMENT AND THIRD PARTY SOFTWARE.** Attached hereto as Schedule 1 is the sizing and capacity assumptions and the Equipment and software configuration for the Facility. Customer shall procure all Equipment

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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.

6. **BOARD OF SUPERVISORS APPROVAL.** Siemens' and Customer's obligations to perform under this Agreement shall be contingent upon Customer obtaining approval of this Agreement by its Board of Supervisors. If Customer is unable to obtain such approval, and Customer so notifies Siemens in writing (via certified or registered mail, return receipt requested) received by Siemens on or before July 31, 2003, then this Agreement shall automatically terminate; if written notice is not received by Siemens by such date, this Agreement shall continue in full force and effect. Siemens shall not be obligated to deliver any Deliverables until after August 1, 2003. In the event of a termination under this Section, Siemens shall refund to Customer the amounts paid by Customer minus the fees for services performed and related expenses incurred by Siemens under this Agreement prior to such date. If Customer requests that Siemens order any Equipment that cannot be canceled prior to such termination, Customer agrees to pay for and take delivery of such Equipment. If the Equipment can be canceled but is subject to cancellation fees, Customer agrees to pay such fees. The provisions of this and the Confidentiality Sections of this Agreement shall survive any termination under this Section.

7. **AMOUNTS PAYABLE BY CUSTOMER.** The amounts payable under this Amendment are in addition to the \$11 million dollar not to exceed amount as set forth in Section 6 of the Agreement.

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

IN WITNESS WHEREOF, intending to be legally bound hereby, Siemens and Customer have executed this Amendment as of the date and year first above mentioned.

SIEMENS MEDICAL SOLUTIONS, USA, Inc.

SAN MATEO MEDICAL CENTER

By: _____

By: _____

Typed or Printed Name and Title

Typed or Printed Name and Title

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ATTACHMENT 1

**Statement of Work for San Mateo Medical Center
OPENLab to NOVIUS LAB 26.X Upgrade**

1. The Services Estimate is provided for model software implementation for the Applications and Facilities listed below:
 - 1.1 San Mateo County General Hospital NOVIUS Lab v26.x
2. The Applications that will be installed include:
 - 2.1 INVISION OPENLab to NOVIUS Lab v26.x Upgrade.
3. The estimated duration of the Implementation is as follows:
 - 3.1 Implementation is four (4) months.
4. Siemens scope of for this estimate includes the following:
 - 4.1 Application Delivery. The Application Delivery includes installation of the application software in the appropriate Customer environment.
 - 4.2 Implementation Consulting. Throughout the implementation process the Siemens Installation Consultant assumes a consultative role, providing the Customer with process considerations, analytical direction, and overall support. Siemens Consultant will collaborate with the Customer so that analysis and adaptation affect system performance to meet Customer expectations.
 - 4.3 Core Training. Siemens will play a consultative role in Core Training. Siemens will provide guidance and direction for the Customer in Core Trainer education planning, development of Customer Core Trainer(s) materials, and the Core Training event.
 - 4.4 First Productive Use (FPU) Transition Support. The FPU Transition Support encompasses planning for First Productive Use. This includes a team approach to the FPU event, including development of a plan detailing the necessary steps as FPU approaches and occurs. Additionally, a First Productive Use coverage schedule for both Siemens and Customer resources may be completed. At FPU, Siemens resources will provide support for application issues and in routing issues through the appropriate event tracking system. Siemens will also work with Customer to facilitate a smooth transition to Customer Relationship Support at the conclusion of the event.
5. Customer will use Siemens OPENLink ICO version 23.1 or higher integration engine. This estimate includes Siemens services to set up base connections for all Siemens OPENLink interfaces. Customer is responsible for testing and validation of all interface data
6. Delivery of the following interface software is included in the Services Estimate.
 - 6.1 Eight (8) unique ASTM formatted instrument Interfaces and two <2> duplicate ASTM formatted Instrument Interfaces to NOVIUS Lab V26.x
 - 6.2 One (1) J&J Lifescan Point of Care (POC) Data Manager to Novius Lab patient results interface.
 - 6.3 INVISION to/from NOVIUS Lab V26.X (ADT, Orders from INVISION to NOVIUS Lab; Results, order status update, add-on orders from NOVIUS Lab to INVISION)
 - 6.4 NOVIUS Lab 26.X to INVISION LCR and COR
7. The following file conversions are included in the Services Estimate and assume customer-assisted Siemens standard record format. Customer-assisted Siemens standard record conversions require Customer to manipulate foreign input data into the form of a standard Siemens transaction, an HL7 compatible record, or a Siemens-defined sequential file layout. Conversions involve two to three events, depending upon the file being converted. Customer is responsible for testing and validation of all converted data.
 - 7.1 Patient Data Conversion including two <2> conversion events (Testing and First Productive Use, or LIVE)
 - 7.2 UDT Conversion – one event

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8. The Services Estimate for NOVIUS Lab 26.x is based on the following:
- 8.1□ Archiving and de-installation of OPENLab.
 - 8.2□ Customer will use Siemens OPENLink ICO version 23.1 or higher integration engine.
 - 8.3□ Technology Services:
 - 8.3.1. Review with Customer of minimum networking requirements described in the Application Network Overview (ANO).
 - 8.3.2. Review of Customer-provided network diagrams and utilization data.
 - 8.3.3. Assistance in determining the required network enhancements.
 - 8.3.4. Analysis, planning, implementation and testing of connectivity for ten <10>Lab instruments, performing network-related Terminal Server setup tasks.
 - 8.3.5. Performance of VTAM and CICS maintenance and establishment of Physical Unit (PU) and Logical Unit (LU) connectivity to the mainframe in the Siemens ISC.
 - 8.3.6. Provision of a specified resource to initiate and manage the technology services provided. Siemens will work with Customer to identify the resources to perform the technology services, manage the scope of the technology services project, to monitor overall progress of the work, and to provide regular status updates to Customer.
 - 8.3.7. Provision of a network-related drawing upon completion of the technology services project.

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CUSTOMER PERSONNEL. Customer will assign personnel to perform the following functions during the implementation. The estimated 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 average duration of the install.

Customer Resources – OPENLab to NOVIUS Lab 26.x – Upgrade	FTEs
Project Management	.28
Systems/Operations	.28
Analysts	.95
User Liaisons	.83
Core Trainers	.05
Average duration of install: 4 months	

SERVICES ESTIMATE HOURS AND FEES

IMPLEMENTATION. Siemens will perform the professional services to deliver and install the model applications and interfaces as stated above. The Services Estimate for said services is 1,114 hours for an estimated fee of \$189,380. This does not include Custom Programming and Education Fees.

Implementation	Estimated Hours	Estimated Fees
NOVIUS Lab one entity	1,084	\$184,280
POC Data Manager Interface - Optional	30	\$5,100
Total	1,114	\$189,380

CAVEATS/CONDITIONS: Siemens Standard Professional Service Rates Apply. Siemens will guarantee the professional services rate of \$170.00 per hour for no more than 12 months beyond First Productive Use of Novius Lab. Customer may apply this rate to future implementation services of POC devices and/or Wyndgate Blood Bank.

CUSTOM PROGRAMMING. Siemens shall provide the following Custom Programming for the fees listed below.

Custom Programming	Estimated Fee	Monthly Support Fee
Custom Interfaces		
Reference Lab Interface (Foreign Vendor)	\$17,000	\$340
Specialized Applications		
Not Applicable		
Custom Programming		
Not Applicable		
Total	\$17,000	\$340

EDUCATION. Siemens shall provide and Customer will attend the following required courses. Customer is responsible for education on all third party software as defined in the Schedule 1.

Course Name	Duration of Class	Price per Attendee	Number of Attendees	Total Fee
Siemens Regional Training Center				
NOVIUS Lab Application Seminar	4 days	\$1,700	5	\$8,500
NOVIUS Lab User-Defined Table Workshop	5 days	\$2,375	5	\$11,875
On-site Education (maximum of 8 attendees)				
Not Applicable				
Multi Media Education				
Not Applicable				
Total				\$20,375

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Implementation Summary: The following table is a summary of the Services Estimate for Application Implementation, Custom Programming, and Education.

Implementation Summary	Estimated Fee	Monthly Support Fee
Total - All Services	\$226,755	\$340

Estimate Date fields:

Date of Estimate: 1/14/2003
Date Estimate Revised: Not Applicable
Expiration Date: 4/14/2003

Estimates are valid for 90 days.

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SCHEDULE 1

<u>Applications</u>	<u>Version</u>
NOVIUS® Lab	26.4

Customer Statistics

Maximum number of workstations used with Lab.	75
Maximum number of concurrent users	60
Average results per day processed	<10,000
Maximum number of results per day to be processed	10,000
Number instruments to be interfaced	8
Average number of faxed documents per day	100
Number of Reference Lab interfaces	1

NOTICE

This Schedule 1 remains valid for 90 days from the composed date. This Schedule 1 includes the computer-related technology for the Siemens applications listed above. This Schedule 1 technology is based on the Customer's responses to the statistics as indicated above and assumes operation on the technology platform of only the Siemens applications listed and the third party software listed herein. Changes or inaccuracies in Customer's responses to these statistics, or the operation of additional software or applications other than those items listed herein, will effect performance of the system and will require changes to this Schedule 1.

Except as otherwise set forth in the Agreement, Customer shall be responsible for the integration of any technology required for the operation of the System into its own enterprise environment. Such integration may include but is not limited to implementation and ongoing operation of operating system software, network software, database, reporting tools, terminal emulation software, printer support software, TCP/IP address strategy using registered addresses, LAN installation and performance, metropolitan-area WAN performance, and server and/or desktop electronics installation and operation. At Customer's request, Siemens will submit a quotation to provide any technology integration services necessary to meet Customer defined requirements.

This Schedule 1 reflects Siemens' proposed offering of a technology solution that provides quality performance and operation of the Siemens application (s) based on customer supplied statistics.

This Siemens Solution is comprised of the following components:

- Common Workstation
- Format Server
- Application/Database Server
- BISCOP Fax Server
- Terminal Server
- Peripherals

Common Workstation

Required Hardware

- An entry level Intel Pentium II or Pentium III processor(500MHZ or higher)
- 1.44 MB 3.5" diskette drive
- CD ROM drive
- 10/100MB Network Interface Card
- SVGA Local Bus video adapter
- 17" Color Monitor
- Keyboard and Mouse
- 256 MB RAM
- (1) disk drives with 1.2GB of disk space

Required Software**

- Microsoft Windows 2000 Professional or NT 4.0
- Microsoft Internet Explorer Version 5.0
- Microsoft Word 2000
- A VT emulation package for PCs that need to access backup and operator routines; Siemens recommends Wall Data Rumba for NT

Format Server

Two Format servers are required.

Required Hardware

- Pentium 500MHz processor
- 1.44 MB 3.5" diskette drive
- CD ROM drive
- 10/100MB Network Interface Card
- SVGA Local Bus video adapter
- 17" Color Monitor
- Keyboard and Mouse
- 256 MB RAM
- (1) disk drives with 1.2GB of disk space

Required Software**

- Microsoft Windows 2000 Professional or NT 4.0
- Microsoft Internet Explorer Version 5.0
- Microsoft Word 2000
- Symantec PC ANYWHERE 32 for Windows Version 9.0 Host/Remote

**Contact Siemens prior to installation for current Fix Pack and Service Pack requirements.

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Application/Database Server

Required Hardware

- IBM pSeries 660 with (2) 600MHz Processors – 42U Rack
- CD-ROM drive
- (2) 10/100MB Network Interface Card supported by the network
- Console Monitor and Keyboard
- (2) 3820 Paradyne modems – supporting Asynch PPP connections
- (1) 3820 Paradyne modem – connected to Remote Control Board
- 1 GB RAM
- (2) 18.2GB Ultra SCSI Disk Drives, (12) 9.1GB 10,000RPM SSA Advanced Disk Drives, (4) 36.4GB 10,000RPM SSA Advanced Disk Drives
- RAID 0+1 on OS and Production Data drives
- Advanced Serial RAID Adapter with 32MB Fast-Write Cache
- Ultra SCSI Differential Adapter
- Ultra SCSI Hot Swap 6-Pack Storage Enclosure
- 16-Bay Advanced SSA Disk Subsystem
- (2) 40/80 GB DLT tape drives
- DecServer 90M with 2 MB Flash Memory – Used to support Asynch PPP connections for modems for dial-in support and remote printing

Required Software**

- IBM AIX 4.3.3
- IBM System Backup/Recovery Software
- Sybase ASE Version 12 (Based on concurrent users)
- IBM VisualAge C++ Version 5
- Siemens MessageQ built on BEA Version 5.0 or higher – (1) Tier I unlimited client licenses and (1) Tier III server license
- VIKING Version 3.8 Screen Manager Software
- Netscape Fasttrack Webserver – Provides intranet services to View via a browser

Required Services

- IBM Service Suite Base
 - 24X7, 4 Hour Response Time Hardware Maintenance
- IBM Software Subscription
- Sybase 24X7 Support

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BISCOM Fax Server

Required Hardware

- BISCOM Faxcom 3000 (2 fax channels)
- PCL 5e Interpretation Software
- TCP/IP for Ethernet

Terminal Server

Lab Instruments require asynchronous connections.

Required Hardware

- (1) DecServer 716 Terminal Server
- (16) MP8 to MMJ adapters
- Ethernet connection

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Peripherals

A variety of peripherals are available for use with NOVIUS Lab. Peripherals are required to provide a complete lab system. The common peripherals utilized with NOVIUS Lab include local printers, remote printers, barcode printers, barcode scanners, pointing devices and modems(for remote printing). Peripherals are not included in this Schedule 1 and Bid. Contact your Siemens Sales Representative for details and pricing on peripheral devices supported by NOVIUS Lab.

Caveats

- OPENLink V22.3 or above is required with NOVIUS® Lab V26. For specific technology requirements, please refer to the schedule 1 for Siemens OPENLink. Contact Siemens prior to installation for current Fix Pack and Service Pack requirements.
- This configuration includes the CPUs required to properly operate the system. However, it may not include the hardware and software required to integrate this system into your specific network environment. At your request, Siemens can provide a Network Proposal for your network requirements. Network costs may vary.
- The database server hardware supports 7 years on-line Archive data retention, 2 years Ad-Hoc data retention, and 3 months in production for optimal performance of the system.
- Siemens assumes that an Uninterruptible Power Supply (UPS) system and power surge protection is currently in place for all equipment.
- Siemens requires anti-virus software on all servers and workstations. Siemens assumes that the customer has a process of maintaining the latest anti-virus protection software on all servers and workstations.
- Client shall notify Siemens of all instruments to be interfaced 90 days prior to first productive use of system. Client shall pay Siemens' then current rates for any instrument interfaced thereafter.
- Third Party technology is bid at the current rate. Siemens will charge the then current rate for technology of the third party technology at the time of purchase.
- A/B switches may be needed during the installation to connect instrument interfaces to the production environment of the current system and to the new system for testing. A/B switches are not included but may be purchased through Siemens upon request.
- Workstations, the Format Servers, Peripherals(Printers, scanners, etc.) and associated third party software are not included in the **solution price for this Schedule 1**. Contact your Siemens Sales representative for more information.
- Siemens requires an analog, non-PBX, with Direct Inward Dialing (DID), telephone line for each modem in the schedule1. Telephone lines are not included.
- Customer must provide proper environment for all equipment listed in this Schedule 1 such as electrical power, floor space, etc.
- The Biscom Server includes the first year of maintenance. Maintenance includes 8X5 Telephone Support. If a hardware problem occurs, BISCOSM will over-night a temporary replacement until the problem is corrected. BISCOSM should be contacted for additional maintenance after year 1.