

AGREEMENT

This Agreement is made as of the 23rd day of September, 2003, between SIEMENS MEDICAL SOLUTIONS USA, INC. ("Siemens"), having its principal office at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 and the County of San Mateo and San Mateo Medical Center collectively, (herein "Customer"), having its principal office at 400 County Center, Redwood City, CA 94063 and 222 West 39th Avenue, San Mateo, CA 94403. Siemens is in the business of providing health information systems, applying processes, applications, technology and services to create information that helps its customers meet their performance objectives. Customer is in the business of health care and related services. Customer and Siemens desire to enter into this Agreement, by which Customer can license or obtain, as applicable, processes, applications, technology, services and related items described herein from Siemens pursuant to the terms and conditions contained herein.

1. PRIOR CONTRACT.

1.1 This Agreement replaces and supersedes all other agreements between Siemens and Customer. This Agreement is not intended to supersede any agreement with any other SIEMENS USA companies or subsidiaries of Siemens A.G, but shall supersede only agreements between Customer and Siemens Medical Solutions Health Services Corporation, successor in interest to Shared Medical Systems Corporation. The prior agreements being superseded include the following:

INVISION RCO AGREEMENT between San Mateo County, California and Shared Medical Systems Corporation, dated October 7, 1997, as amended.

1.2 This Agreement does not release either Customer or Siemens from performance obligations arising under Prior Agreements where such obligations arose prior to the date of this Agreement. All performance of the parties from the date of this Agreement forward shall be governed solely by the terms of this Agreement, as amended from time to time by the parties. To the extent that either party has a claim against the other that arose prior to the date of this Agreement, such claim shall be brought under this Agreement and shall be subject to the applicable terms and conditions of this Agreement, including without limitation, the limitation of liability in Section 15 of this Agreement; provided, that, with respect to a claim brought under this Agreement based on a cause of action that arose prior to the date of this Agreement, such claim must be based on standards of performance and/or alleged material breach of the terms and conditions of the prior agreement. To the extent feasible or as otherwise mutually agreed, remedial provisions contained in this Agreement shall apply to the resolution of any such claims.

1.3 PRE-EXISTING CREDIT. Customer has a pre-existing credit of \$16,417.73 from a prior Agreement. Customer can use this credit for any Siemens application and/or professional service through the term of the new Agreement.

1.4 This Agreement includes the following Exhibits and Supplements:
EXHIBIT A SIEMENS IMPLEMENTATION AND OTHER PROFESSIONAL SERVICES
EXHIBIT B SIEMENS SUPPORT PROGRAM
EXHIBIT C FORM OF USER CONFIDENTIALITY AGREEMENT
EXHIBIT D SUMMARY OF SIEMENS TRAVEL AND LIVING POLICIES
EXHIBIT E INVISION RCO SYSTEM IP RESPONSE TIME WARRANTY
EXHIBIT F INSURANCE DOCUMENTS
EXHIBIT G HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
EXHIBIT H STATEMENT OF WORK
SUPPLEMENT 1 RCO/ASP/PERPETUAL LICENSED APPLICATIONS
SUPPLEMENT 2 HDX DATA INTERCHANGE SERVICES
APPENDIX 1 TO SUPPLEMENT 2 FEES AND SERVICES
APPENDIX 2 TO SUPPLEMENT 2 CENTER FOR MEDICARE AND MEDICAID SERVICES ("CMS")
SUPPLEMENT 3 ENTERPRISE DASHBOARD
SUPPLEMENT 4 HDX REMOTE STATEMENT SERVICE
SCHEDULE 1:
RCO
ENTERPRISE DOCUMENT IMAGING
DECISION SUPPORT
SIGNATURE RCO
EXPRESS QUERY
BROWSER TECHNOLOGY
DASHBOARD
WAN

2. **DEFINITIONS.** The following definitions govern the meaning of the capitalized terms used in this Agreement. Other capitalized terms may be defined in Supplements or where first used in this Agreement.

2.1 "Acceptance" shall be as described in Exhibit A to this Agreement.

2.2 "Adaptation" shall mean the alteration of Applications through the user-controlled features provided by Siemens (e.g., creation, deletion and alteration of screens, reports and profiles).

2.3 "Agreement" shall mean, collectively, this Agreement and all of the attached and referenced Exhibits, Schedules, Supplements and any other specifically referenced attachments.

2.4 "Applications" shall mean all of the computer software, (exclusive of Adaptations, Modifications and Custom Programming, if any) listed as Applications in the Supplements, including model interfaces between Siemens Applications.

2.5 "Application Service Provider" (ASP) shall mean Siemens delivery methodology for any Application delivered from the Siemens ISC other than INVISION or Signature.

2.6 "Care Provider" shall mean an individual physician, physician's assistant, nurse practitioner, nurse anesthetist, dentist, or any other such providers of care for whom Customer shall schedule appointments, or generate charges and/or billing utilizing the System.

2.7 "CIO" shall mean the San Mateo County Chief Information Officer or designated agent.

2.8 "Custom Programming" shall mean programming, interfaces to non-Siemens software or systems and file conversions made by Siemens at Customer's request.

2.9 "Deliverables" shall mean, collectively, the Applications, Documentation, Custom Programming, Implementation Workplan and Methodology and any Third Party Software or Licensed Content that Siemens provides to Customer.

2.10 "Delivery" or "Delivery Date" shall mean, with respect to (i) an Application or an item of Custom Programming, the date on which that item is available to Customer for testing or Adaptation; (ii) a computer, tape or disk drive installed by a manufacturer, the date on which that manufacturer certifies to Customer that such Equipment is installed and operational according to manufacturer's procedures in effect on the date of installation; and (iii) all other Equipment, Customer-installable Applications and Documentation, the date on which that item is physically delivered to Customer.

2.11 "Documentation" shall mean the detailed description of functionality and related processes and procedures for the Applications, including all revisions thereto.

2.12 "Equipment" shall mean, collectively, those items specified as Equipment in each Supplement and/or each Schedule 1, as may be updated from time to time.

2.13 "Enhancement" shall mean Updates, Releases, and or Versions.

2.14 "Facility" and "Facilities" shall respectively mean any health care entities owned or operated by the County of San Mateo.

2.15 "First Productive Use" shall mean the date on which live data is first processed through an Application and used in Customer's business operations.

2.16 "General Availability Date" shall mean the first date that Siemens has designated for commencing Delivery of a new Application, service or other item to licensed customers generally.

2.17 "Implementation Workplan" shall mean the document outlining implementation tasks and the scope of work to be performed by Siemens and Customer related to an implementation or other professional services engagement, as further described in Exhibit A.

2.18 "ISC" shall mean the Siemens Information Services Center located in Malvern, PA.

2.19 "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.

2.20 "Modification" shall mean any programming change to Applications made by anyone other than Siemens.

2.21 "Recurring Monthly Fees" shall mean the monthly fees under the Agreement, including without limitation, any Monthly Term License Fees, Monthly ASP Fees, Monthly RCO Fees, Monthly HDX Processing Fees, Support Fees paid on a monthly basis and any other such recurring fees that are billed on a predictable periodic basis, but shall 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.

2.22 "Release" shall mean a redistribution of Application(s) containing an aggregation of Updates and/or functional, operational and/or performance improvements.

2.23 "Remote Computing Option" (RCO) shall mean the delivery methodology for INVISION and/or Signature applications delivered from the ISC.

2.24 "Schedule 1" shall mean the attached document so labeled which contains a listing of the Equipment configuration(s), the Applications to be obtained by Customer, the volumes and statistics which have been provided by Customer, plus required Third Party Software and associated Third Party Software terms and conditions that are required by such third party vendors to be passed through to Customer.

2.25 "Specification" shall mean the written documentation of Custom Programming mutually agreed upon by Customer and Siemens.

2.26 "Supplement" shall mean those Supplements attached to this Agreement and made a part hereof. The terms and conditions contained in this Agreement apply to all Supplements except to the extent superseded by contrary or inconsistent terms and conditions in a Supplement; the terms and conditions contained in a Supplement shall apply solely to the subject matter of that Supplement.

2.27 "System" shall mean, collectively, the Applications, Equipment and Third Party Software as specified in a Supplement and its associated Schedule 1.

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

2.29 "Update" shall mean packages of Application corrections as well as revisions addressing common functional and performance issues.

2.30 "Version" shall mean a delivery of new features packaged as part of existing Applications.

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

2.32 "WAN" shall mean the Wide Area Network connecting a Facility to the ISC.

3. **TERM.** This Agreement shall be effective on the date hereof and shall continue in effect unless terminated earlier in accordance with this Agreement: (a) as to services or term-licensed Applications as described in Supplement 1 and 2 shall be effective as of the date of this Agreement and continue in effect for 7 years from the date of this agreement, (b) as to perpetual-licensed Applications, if any, for as long as and solely to the extent that any perpetual licenses are not otherwise terminated in accordance with the applicable provisions of this Agreement. The term of support provided under Exhibit B, Siemens Support Program, shall be effective as of the date of this Agreement and continue in effect for 7 years from the date of this agreement. Contract shall terminate upon exhaustion of the Agreement cap or expiration of the contract term, which ever occurs first, in accordance with the provisions of this Agreement.

4. **GRANT OF LICENSE.**

4.1 Siemens grants to Customer a non-exclusive license to use one (1) copy of object code for each Application and their related Deliverables to be operated at one Customer data processing location by Customer's employees or, as applicable, at the ISC for the sole purpose of processing data of the Facilities or, where applicable, Care Providers, during the term. Supplements 1 and 2 list the applications that are licensed on as term or perpetual.

4.2 Notwithstanding the one-copy license indicated above, where an Application is indicated as being licensed for specific number of installed workstations or servers, as applicable, such number indicates the maximum

number of workstations or servers on which such Application may be installed. 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. Where an Application is indicated as being licensed for a specific number of named users, such number indicates the maximum number of Customer's employees or consultants who are designated by Customer as the only authorized users of those Applications and such Applications may contain embedded software controls limiting user log on to the number of named users licensed. Where an Application is indicated as being licensed for a specific number of Care Providers, such number indicates the maximum number of Care Providers licensed to use said Application or whose data may be processed using the Applications. Where an Application is indicated as being licensed for a specific number of beds, such number indicates the maximum number of beds Customer is permitted to have at those Facilities that are processing data using the Application and Customer is required to notify Siemens within thirty (30) days of any additional beds. For Applications which by their nature are PC-based, if no restriction for users or workstations or servers is indicated, then Customer may make a reasonable number of copies of such Applications for processing within the scope of this grant of license.

4.3 Customer may make a reasonable number of backup copies (not to be concurrently used for active data processing) of each Application operated at a Facility to be used solely for backup, emergency and/or testing purposes at the Customer location. Customer shall not disassemble, decompile, or otherwise reverse-engineer any of the Deliverables. Customer shall be responsible for the compliance with this Agreement by all of Customer's users granted access hereunder. Customer shall not transfer its license nor sublicense the Deliverables, except that this Agreement may be assigned by Customer pursuant to the assignment provisions of this Agreement.

4.4 When Licensed Content is licensed, Licensed Content is provided as a generic template or starter set of information that Customer can modify to fit its specific environment. Siemens does not assume any responsibility for assuring that Licensed Content is complete, accurate or appropriate for a specific situation. This responsibility rests entirely with Customer. Customer is responsible for the clinical and financial validation and use of the Licensed Content and for maintaining the Licensed Content to keep it current.

4.5 Siemens or its suppliers shall have the exclusive title to, copyright and trade secret right in, and the right to grant additional licenses to, the Applications and related Deliverables. Customer shall not remove or permit to be removed from any of the Deliverables (and shall include on any copies or partial copies thereof) any identifying mark or indicia of Siemens' or other suppliers' rights in such item. If Siemens incorporates the programs of any other suppliers in the Applications, those suppliers shall be entitled to the benefit of the obligations incurred by Customer in this Section and in the Confidentiality Section. Third Party Software provided by Siemens may have license restrictions on the number of users, workstations or servers and other qualifying terms and conditions. With respect to certain Third Party Software, where applicable, Siemens shall pass through to Customer the associated Third Party Software vendor's required license terms and conditions.

4.6 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. Customer agrees to permit Siemens, upon notice and reasonable request, to audit the number of concurrent users. Customer may add concurrent users by executing an amendment with Siemens and paying the then current rate for the applicable number of concurrent user licenses.

4.7 The monthly ASP fee for Enterprise Document Imaging incorporates a Storage Processing fee, which includes a projected amount of storage and storage management services based on both the annual statistics and up to the total gigabytes indicated in the Schedule 1 but in any case not to exceed the gigabytes indicated. Siemens shall provide Customer with monthly statistic of remaining storage allocation Upon consumption of this storage allocation, the Customer's required storage needs will be reassessed and an additional storage management fee for a subsequent allocation will be invoiced to the Customer at the rate specified in the Schedule 1.

5. **EQUIPMENT.**

5.1 A separate Schedule 1 shall be developed for each System and/or logical grouping of Applications, as appropriate, and each Schedule 1 shall be attached to and made a part of this Agreement. Each Schedule 1, which may be updated from time to time, is based on and limited to, the use of the Version and/or Release of the Application(s) listed in such Schedule 1 within the operating context contained therein. Schedule 1 is based on Customer's reported statistics and assumes operation on the technology platform of only the Siemens Applications and Third Party Software listed therein. Changes or inaccuracies in Customer's statistics, or the operation of additional software or Applications other than those listed in Schedule 1, may affect performance of the system.

5.2 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

with written approval of the CIO and/or from a third party. Title to any Equipment purchased from Siemens shall pass to Customer upon payment in full of the associated Equipment purchase price; such title shall be free and clear of all liens and encumbrances, excepting those of parties claiming through Customer. Prior to the Delivery Date for an item of Equipment and with Customer's prior approval, which shall not be unreasonably withheld, Siemens may substitute another item of equipment, which has at least the equivalent processing, storage, communications, display and/or printing capabilities and any resulting price differential realized by such substitution shall be passed on to Customer.

5.3 Customer shall pay for the transportation charges (including freight, drayage, rigging and transit insurance) for Equipment acquired from Siemens, the installation charges invoiced to Siemens by suppliers of the Equipment and the charges for cable, disk packs, tapes and other supplies that Customer may purchase from Siemens.

5.4 Customer shall bear the risk of loss of, and damage to, the Equipment from all causes whatsoever commencing upon the date the item is physically delivered to Customer, except to the extent of Siemens' negligence. Upon delivery Siemens and Customer shall work in good faith to ensure that all ordered equipment has been received.

5.5 The fee for each item of Equipment and items of Third Party Software obtained from Siemens pursuant to a Supplement shall be due and payable as follows:

5.5.1 Twenty-five (25%) percent of the applicable fee on the date of the corresponding Supplement; and

5.5.2 Seventy-five (75%) percent of the applicable fee on the Delivery Date for each item.

5.5.3 Equipment and Third Party Software fees are contingent upon Customer permitting delivery as provided for in the mutually agreed to workplan. Unless otherwise specified in the workplan, Equipment and Third Party Software delivered after 12 months for the corresponding Supplement shall be charged at Siemens' then-current rates. If after written order placement by Siemens, Customer delays delivery or installation of a CPU, Customer shall promptly reimburse Siemens for all expenses incurred by Siemens as a result of such delay and the balance of the fee for the CPU described in a Supplement shall be due and payable on the CPU's originally scheduled Delivery Date.

5.6 Except as stated otherwise in the applicable Supplement, Equipment maintenance is not included in the Equipment Fees. Customers may obtain such maintenance through Siemens, its existing supplier or a third party.

5.7 Siemens shall provide commercially reasonable recommendations to Customer for backup, recovery and redundancy.

5.8 Should Customer order Equipment from Siemens or other supplier in accordance with the Schedule 1 and it is determined within 90 days of First Productive Use that additional Equipment is required due solely to Siemens error, Siemens shall supply the additional Equipment at no cost to Customer.

6. DELIVERY AND SITE RESPONSIBILITIES.

6.1 Customer shall be responsible for preparing and maintaining the location of the Equipment and communications facilities in accordance with the specifications of the appropriate suppliers. Siemens shall deliver and implement, or cause to be delivered and implemented, the Applications and other Deliverables at a Facility, or shall prepare for Customer's use the Applications at Siemens' ISC, as may be applicable. Equipment shall be installed by the assigned party in accordance with the Implementation Workplan. Siemens agrees to deliver such items and perform in accordance with the Implementation Workplan. Customer agrees to permit delivery and perform its responsibilities under the Implementation Workplan and the Documentation.

6.2 Siemens shall provide Customer with Documentation for the installation, operation and internal support of the Applications via Siemens electronic Softcopy Library Documentation (hereafter "Softcopy"), or through the on-line help function. Siemens shall provide Customer with any revisions to Softcopy during the term of support. Customer agrees to establish the required environment and Equipment to implement Softcopy in accordance with Schedule 1. Customer may print or reproduce Softcopy in either machine-readable or printed form, for Customer's internal use only, in such reasonable quantities as are necessary to operate the associated System. Softcopy and its support are provided at no additional charge under the Siemens Support Program.

7. AMOUNTS PAYABLE BY CUSTOMER.

7.1 Siemens shall promptly invoice Customer for services on monthly basis. Customer shall notify Siemens of any late invoices. Any invoice not received by the 10th day of the month shall be considered late.

7.2 Each of the amounts payable by Customer to Siemens hereunder shall be due and payable by thirty (30) days after the date of the invoice.

7.3 Siemens (except for late invoices) will assess Customer a finance charge on any amount which remains unpaid after it is due, computed at the rate of one and one-half percent (1½%) per month on the unpaid amount for each month that such amount remains unpaid; provided, however, that Customer will not be assessed the finance charge on amounts withheld in association with a good faith dispute if Customer provides the local Siemens office with a detailed written description of any such billing mistakes within thirty (30) days of the date of invoice and pays undisputed amounts in a timely manner. Late invoices shall be due within 30 days of receipt by Customer.

7.4 All Recurring Monthly Fees may be increased by Siemens once in any twelve (12) month period on thirty (30) days' notice by the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers ("CPI") however, no such adjustment shall be made in the first twelve (12) months following the date of this Agreement. All such adjustments shall be effective on July 1.

7.5 Customer shall pay Siemens for reasonable and necessary Travel and Living expenses incurred by Siemens personnel in performance of their duties under this Agreement. Travel and Living expenses shall be consistent with Siemens then current Travel and Living Expense Policy (attachment E). Siemens shall notify Customer in writing of any revisions to Siemens Travel and Living Expense Policy.

7.6 Effective upon the execution of this Agreement, Customer shall be entitled to an allowance of fifteen percent (15%) to be applied against the Monthly Remote Computing Fee for the Applications listed in Supplement 1 each month of the term, contingent on timely payment of that month's invoices when due, and on Customer's making all payments to Siemens throughout the term. No other allowances, credits, or discounts shall be applicable to the Monthly Remote Computing Fee if this Allowance is applied.

7.7 Customer shall receive a discount of forty percent (40%) off Siemens' then current standard prices for any future purchases of Siemens applications for the first four years from the date of this Agreement. Thereafter, Customer shall receive a discount of thirty-five percent (35%) off Siemens' then current standard prices for the next two (2) years off any future purchases of Siemens applications. Thereafter, Customer shall receive a discount of twenty (20%) off Siemens' then current standard prices for the next year off any future purchases of Siemens applications. No other discounts shall apply.

7.8 The maximum costs to Customer for all Siemens services provided under this Agreement, including all Exhibits, Supplements, and Schedules shall not exceed \$12,000,000 unless mutually agreed by the parties. The parties will mutually determine, on a case-by-case basis, whether any future amendments will increase the cap or not change the cap set forth herein. Contract shall terminate upon exhaustion of the above amount or expiration of the contract term, which ever occurs first, in accordance with the provisions of this Agreement.

8. WARRANTIES.

8.1 Siemens warrants that it has title to, or the right to grant licenses to, the Applications.

8.2 Siemens warrants that each Application, when operated on the Equipment and Third Party Software as set forth in the applicable Schedule 1, shall perform substantially in accordance with its Documentation during the applicable Warranty Period. Siemens shall correct malfunctions and errors in an Application at no charge to Customer, provided Customer notifies Siemens of any failures to meet this warranty within the Warranty Period. For term-licensed Applications or Applications provided remotely, the Warranty Period shall be the associated term as stated in the corresponding Supplement; and, for in-house perpetual-licensed Applications, the initial Warranty Period shall be for the period stated in the corresponding Supplement, which shall be a stated period of months commencing on the Application's Delivery Date. For in-house perpetual-licensed Applications, this warranty shall be extended for so long as Customer receives support for such Applications under the terms of the Siemens Support Program attached to this Agreement.

8.3 Siemens warrants that each item of Custom Programming, when operated on the Equipment and Third Party Software as set forth in the applicable Schedule 1, shall perform substantially in accordance with its Specifications during the Warranty Period, which shall be for the three (3) month period commencing on the item's Delivery Date. Siemens shall correct malfunctions and errors in an item of Custom Programming at no charge to

Customer, provided Customer notifies Siemens of any failures to meet this warranty within the Warranty Period. This warranty shall be extended for so long as Customer receives support for such Custom Programming under the terms of the Siemens Support Program attached to this Agreement.

8.4 Siemens warrants that all services provided by Siemens to Customer under this Agreement shall be performed in a professional, competent, timely, and businesslike manner by qualified personnel.

8.5 Siemens warrants that, for the applicable Warranty Period and as extended by the Support Program hereunder, the Applications and Custom Programming, if any, shall operate together with the Equipment and Third Party Software in accordance with the applicable Application Documentation and Schedule 1 and the applicable Specifications.

8.6 Siemens warrants that as to any Equipment or Third Party Software purchased by Customer from Siemens: (i) such items shall be ordered new from Siemens' supplier(s) and will include the manufacturer's standard end-user warranty; and (ii) Siemens shall pass through to Customer all Equipment and applicable Third Party Software manufacturers' assignable end-user warranties.

8.7 Siemens warrants that Siemens will provide Support and Enhancements for all applications included in this agreement through the Support Term. Failure to provide such Enhancements shall be deemed a material breach of this Agreement, subject to the default, notice, cure, termination and damage limitations of this Agreement, as set forth in Section 14, 15 and 16.

8.7 The warranties set forth in this Agreement are made to, and for the benefit of, Customer exclusively. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED. SIEMENS ALSO SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS RELATED TO THE INTERNET. SECURITY-RELATED FEATURES AND/OR SERVICES CANNOT GUARANTEE COMPLETE SECURITY VIA THE INTERNET AND SIEMENS SHALL NOT BE LIABLE FOR BREACHES OF SUCH SECURITY OR ANY OTHER RELATED WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, INTERNET FUNCTION AND/OR PERFORMANCE WARRANTIES. SIEMENS SHALL HAVE NO LIABILITY FOR THE CONDUCT OF CUSTOMER'S USERS ON THE INTERNET.

9. INTELLECTUAL PROPERTY INDEMNIFICATION.

9.1 At Siemens' expense as described herein, Siemens shall indemnify, defend and hold Customer harmless from and against any claim enforceable in the United States that the Applications or Documentation infringe a patent, copyright, trademark or other intellectual property right by defending against such claim and paying all amounts that a court finally awards or that Siemens agrees to in settlement of such claim. Siemens shall also reimburse Customer for all reasonable expenses incurred by Customer at Siemens' request. To qualify for such defense and payment, Customer must: (i) give Siemens prompt written notice of such claim; and (ii) allow Siemens to control, and fully cooperate with Siemens in, the defense and all related negotiations.

9.2 Siemens' obligation under this Section is conditional upon Customer's agreement that, if the operation of the Applications or the use of Documentation becomes, or in Siemens' opinion is likely to become, the subject of an infringement claim, then Customer shall permit Siemens, at Siemens' expense, either to procure the right for Customer to continue to use such items or to replace or modify them so that they become non-infringing and retain substantially comparable function. If the foregoing is not possible on terms that are reasonable in Siemens' judgment, Customer agrees to return the Deliverables to Siemens upon Siemens' written request. Siemens will then give Customer a credit equal to Customer's net book value for the Deliverables, calculated in accordance with generally accepted accounting principles.

9.3 Siemens shall have no obligation with respect to any claim based on (i) Customer's use of the Applications or Documentation in violation of this Agreement; (ii) Modifications or Adaptations; or, (iii) Custom Programming for which Siemens does not develop the Specifications. This Section 9 states Siemens' entire obligation to Customer regarding intellectual property right infringement.

9.4 With respect to services performed at the Customer site, no performance of this Agreement, or any portion thereof, shall be subcontracted by Siemens without the prior written consent of Customer, which shall not be unreasonably withheld. Any attempt by Siemens to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of Customer, shall be null and void and shall constitute a material breach of this Agreement. Siemens shall remain responsible to Customer for any and all performance required under this Agreement by Siemens or its approved subcontractors.

10. **CONFIDENTIALITY.**

10.1 This Agreement shall be subject to all applicable provisions of the laws of the State of California. As such, there is no guarantee of confidentiality with regard to the information contained in this Agreement. However, each party shall retain in strict confidence, to the extent permitted under the laws of the State of California, the terms and conditions of this Agreement, all information and data relating to the other party's business, patients, employees, development plans, programs, documentation, techniques, trade secrets, systems, and know-how, and shall not, unless otherwise required by law, disclose such information to any third party without the other's prior written consent.

Upon Siemens' request, Customer shall inform Siemens in writing of the number and location of the original and all copies of each of the Deliverables.

10.2 For ISC-based Applications, Siemens shall have the right to compile and distribute statistical analyses and reports utilizing aggregated data derived from information and data obtained from Customer, other Siemens customers, and other sources, and for in-house Applications, Customer agrees to provide Siemens with tapes on a semi-annual basis which contain the required information and data. Such reports and analyses shall contain only de-identified data, in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules.

10.3 Customer shall have the right to disclose the Deliverables and other Siemens information to Customer's employees. Customer shall have the right to disclose the Deliverables and other Siemens information to Customer's consultants and agents on a need-to-know basis provided that: (a) all such consultants and agents have entered into a confidentiality agreement (Exhibit C) with Siemens prior to such disclosure; (b) consultants and agents shall not access either the Implementation Methodology (used for development of Implementation Workplans) or the Builder's Edge development tools without first entering into a corresponding license agreement with Siemens; and (c) requests by Customer for Siemens to permit a third party to operate the Applications on Customer's behalf and/or requests to permit any competitors of Siemens to have access to the Deliverables must receive separate prior written approval from Siemens.

10.4 Exhibit G, attached and incorporated hereto, describes Siemens' obligations with regard to Protected Health Information as Customer's Business Associate as those terms and obligations are defined in HIPAA.

11. **FEDERAL ACCESS.** Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Siemens will make available upon the 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 Customer 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 the 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 records of said related organization that are necessary to certify the nature and extent of cost incurred by Siemens for such service.

12. **DISPUTE RESOLUTION.** In the event that a dispute arises between Siemens and Customer, which cannot be resolved in the normal course, the following dispute resolution procedures shall be followed:

12.1 If a dispute arises, then (i) within ten (10) business days of a written request by either party, Customer's designated project manager and Siemens' Site Manager shall meet and resolve the issue; if these parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to Customer's designated information systems manager and Siemens' Regional Consulting Services Manager; if these parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for resolution to Customer's designated senior executive and Siemens' Regional Vice President.

12.2 The time periods herein are in addition to those provided under other provisions of this Agreement.

12.3 This provision shall not apply to claims for equitable relief (e.g., injunction to prevent disclosure of confidential information).

13. **MEDIATION.**

Any controversy or claim arising out of or relating in any way to this Agreement, or the breach thereof, which has not been resolved pursuant to the Dispute Resolution Procedure set forth in Section 12 must be settled by non-binding mediation prior to proceeding to litigation. Such mediation shall be conducted under the auspices of the American Arbitration Association ("AAA"), and shall be governed by the AAA's Commercial Mediation Rules (except to the extent that such rules are modified by this Section). Payment of fees to the AAA for their services, which may be provided under this Section 12, shall be equally divided between Siemens and Customer. The parties further agree as follows:

(a) Once either party has submitted a written request for mediation to the AAA, the parties shall choose a Mediator from a list provided by the AAA of individuals knowledgeable and experienced in the area of computer information systems that are designed for processing healthcare data. Within ten days of receipt of such a list, each party shall notify the AAA which individuals listed are acceptable as mediators. The Mediator shall be chosen by the AAA from the listed individuals whom both parties found acceptable. If the parties are unable to choose a mutually acceptable Mediator in this manner, the AAA shall then promptly choose the Mediator.

(b) The Mediation must include all parties and claims involving common questions of fact or law whose presence is required to resolve the dispute.

(c) The Mediator shall be instructed to conduct the proceedings and render a recommendation in the shortest reasonable time.

(d) This Mediation provision shall not apply to any claim for equitable relief (e.g. an injunction to stop copyright infringement) which any party has relating to this Agreement.

(e) If the parties so agree, they may exchange with each other memoranda submitted to the Mediator setting forth their respective positions with regard to the issues that need to be resolved.

(f) The Mediator may retain an expert or consultant only with the express agreement of the parties upon terms, conditions and fees agreed upon by the parties.

(g) That information and documents not otherwise in the public domain that are used at or in connection with the mediation shall not be disclosed to third parties by the Mediator or the parties without the prior written consent of both parties. This Section shall survive termination of the Agreement.

14. DEFAULT AND TERMINATION.

14.1 **DEFAULT.** If either party fails to observe or perform any material obligation under this Agreement, then following the parties' good faith efforts to resolve the dispute in accordance with Section 12 and 13, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established within sixty (60) days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. The right of the non-defaulting party to terminate this Agreement under this Section is in addition to all other rights that are available to it under this Agreement, at law or in equity.

14.2 **TRANSITION.** Prior to any termination, the parties shall work in good faith together to plan and/or effect an orderly transition to a successor system.

14.3 **TERMINATION ACTIVITY.** Upon termination of this Agreement, Customer shall (at the defaulting party's expense if the termination is due to default - otherwise at Customer expense) destroy all copies of the associated Deliverables or, at Siemens' direction, return them to Siemens, and the license for such Deliverables shall terminate. The provisions of this Section and the Confidentiality Section shall survive the termination of this Agreement.

15. **LIMITATION OF REMEDIES.** The remedy for Siemens' breach of any provision of this Agreement, unless otherwise provided for, 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 greater of \$1,000,000 or the sum of any perpetual license fees paid by Customer to Siemens, plus the previous twenty four (24) months of Recurring Monthly Fees paid by Customer to Siemens and, if applicable, the prorated portion of any Annual Support Fees paid by Customer which are attributable to the twenty four (24) month period preceding the breach. Any sums paid under the Intellectual Property Indemnification Section shall not be subject to the limits of this Section. Siemens shall not be liable for claims caused by Modifications or Adaptations by anyone other than Siemens. This Section states the exclusive remedy for any cause whatsoever against Siemens, regardless of the form of action, whether based in contract, tort (including negligence), strict liability or any other

theory of law. The parties to this Agreement have each agreed to the fees and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages set forth in this Agreement, and that the same form an essential basis of the bargain between the parties.

16. **DAMAGE WAIVER.** INDEPENDENT OF THE EXCLUSIVE REMEDIES EXPRESSED IN SECTION 15 ABOVE, THE PARTIES EXPRESSLY AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR 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.

17. **USE OF SYSTEM.** Customer is solely responsible for using each System and for the accuracy and adequacy of information and data furnished for processing. Customer shall have full responsibility for the care and well being of its patients and any reliance by it upon a System shall not diminish that responsibility.

18. **FORCE MAJEURE.** Neither Siemens nor Customer shall be responsible for any delay or failure of performance resulting from causes beyond its control.

19. **EMPLOYMENT NON-SOLICITATION.** Siemens and no person of hiring authority within San Mateo Medical Center will solicit the employment of the other party's employees during the term of the support under this agreement, without the express written consent of the other party.

20. **TERMINATION FOR UNAVAILABILITY OF FUNDS.**

In recognition that Customer is a part of a governmental entity, and its operations and budgets are determined on an annual basis, Customer shall have the right to terminate the services provided by this Agreement as follows:

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; provided Customer will use reasonable efforts to pursue the appeals process, if any, available to it as a consequence of the funding authority's failure to appropriate such funds. 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.

If this Agreement is terminated pursuant to this (Termination For Unavailability Of Funds), Customer agrees to promptly pay Siemens all fees and other charges determined to be due and payable as of the termination date.

If this Agreement is terminated pursuant to this 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 Customer 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.

21. **RELATIONSHIP OF PARTIES**

21.1 It is understood between the parties that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both Customer and Siemens is to create an independent contractor relationship. Siemens expressly acknowledges and accepts its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Siemens expressly acknowledges and accepts that it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.

22. **HOLD HARMLESS**

22.1 Siemens shall indemnify and save harmless the other party, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) bodily injuries to or death of any person (B) damage to any tangible property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which Customer is solely liable by reason of its own negligence or willful misconduct.

22.2 The duty of SMS to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

23. **INSURANCE**

23.1 Siemens shall not commence work under this Agreement until all insurance required under this Section has been obtained. Siemens shall furnish Customer with copies of Certificates of Insurance evidencing the required coverage. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing to the Customer of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. **Workers Compensation and Employer Liability Insurance.** Siemens shall have in effect during the entire life of this Agreement, Workers Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Siemens makes the following certification, required by Section 1861 of the California Labor Code:

Siemens is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of the Code and Siemens will comply with such provisions before commencing the performance of the work of this Agreement.

B. **Liability Insurance.** Siemens shall take out and maintain during the life of this Agreement, such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Siemens while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Siemens' operations under this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability.....\$1,000,000 per claim/\$7,500,000 in aggregate
- (b) Motor Vehicle Liability Insurance.....\$ -0-
- (c) Professional Liability.....\$1,000,000 in aggregate

If this Agreement remains in effect more than one year (1) from the date of its original execution, Customer may at its sole discretion require an increase in the amount of liability insurance to the level then customary in similar Customer agreements by giving sixty (60) days notice to Siemens.

Customer and its officers, agents, employees and servants shall be named additional insured on general liability insurance. Said certificate(s) of insurance are attached hereto and incorporated by reference herein as Exhibit G.

In the event any of the insurance required under this paragraph is not reasonably available in the commercial market, Siemens may, at its sole option, self-insure such exposure.

24. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

24.1 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.

25. **NON-DISCRIMINATION**

All services to be performed by Siemens pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Siemens' services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations and provisions pertaining to confidentiality of records,

and applicable quality assurance regulations. Siemens shall comply with the non-discrimination requirements described below:

a) No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age, disability, medical condition (including but not limited to AIDS, ARC, HIV positive diagnosis, or cancer) political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the services provided under this Agreement.

b) Siemens shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations for all employees under this Agreement. Siemens' published personnel policies shall be made available to Customer upon prior written request.

26. **EQUAL BENEFITS** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

27. **MISCELLANEOUS.**

27.1 This Agreement shall not be assigned by Siemens or Customer without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by purchase, merger or consolidation. No assignment shall relieve the assignor of its obligations under this Agreement or affect any of those restrictions on the use of the Deliverables set forth in this Agreement. Any assignment not in accordance with these provisions shall be null and void.

27.2 Customer shall be responsible for the payment (directly or by reimbursement of Siemens) of all taxes imposed on Siemens or Customer and resulting from this Agreement or any performance under this Agreement, excluding taxes based on Siemens' income and employment taxes and unemployment insurance relating to Siemens employees. If Customer provides Siemens with a copy of its tax exemption letter or number, Siemens shall not bill Customer for taxes to which the exemption applies.

27.3 California law shall govern the terms of this Agreement.

27.4 All notices sent to the other party pursuant to this Agreement which are required to be in writing shall be delivered by hand; or by certified or registered mail, postage prepaid, return receipt requested; or by overnight courier; or by FAX, as follows:

If to Siemens:
Johannes Naerger
Chief Financial Officer
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355
FAX # 610-219-3124

If to Customer:
Nancy Steiger
Chief Executive Officer
San Mateo County Health Services
San Mateo County, California
222 West 39th Avenue
San Mateo, CA 94403
FAX # 650-573-2116

and

Ron Castleberry
Regional Vice President
Siemens Medical Solutions USA, Inc.
6700 Koll Center Parkway
Suite 220
Pleasanton, CA 94566
FAX # 925-846-7101

Chris Flatmoe
Chief Information Officer
ISD, 3rd Floor
San Mateo County, California
455 County Center
Redwood City, CA 94063
Fax # 650-363-7800

All notices shall be deemed received on the date of delivery or, if mailed, on the date of receipt appearing on the return receipt card.

27.5 Siemens will make available to Customer upon request pre-printed forms, supplies, microfiche services, printing services, data archival services, tape-to-tape services, bill formats, freight, other services and miscellaneous items. Customer shall pay Siemens' then-current rates for such items and all other services, applications and products that Customer obtains from or through Siemens.

27.6 Siemens, at its sole discretion after receiving Customer's written request, may also provide additional products and services from time to time not contemplated under this Agreement

27.7 Siemens will appoint an executive sponsor to Customer. Such executive sponsor will meet twice a year, or in any event as mutually agreed to, with Customer's senior management. As of the date of this Agreement such executive sponsor is Michael A. Long.

27.8 This Agreement (including all Exhibits, Supplements and Schedules as described in Section 1.4) constitutes the entire agreement of Siemens and Customer and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between Siemens and Customer relating to the subject matter herein. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties. No terms and conditions of any Customer purchase order shall be effective with respect to products, software or services obtained from Siemens.

28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) Contractor will comply with the Business Associate requirements set forth in Exhibit G.

IN WITNESS WHEREOF, and intending to be legally bound, Siemens and Customer have executed this Agreement as of the day and year first above written.

SIEMENS MEDICAL SOLUTIONS USA, INC.

By: Ronald M. Castleberry

Ronald M. Castleberry
Typed or Printed Name and Title
Regional V.P.

SAN MATEO COUNTY

By: _____

Typed or Printed Name and Title

EXHIBIT A
SYSTEM IMPLEMENTATION AND OTHER PROFESSIONAL SERVICES

1. **IMPLEMENTATION.** For each implementation engagement, Siemens will designate a project manager who will provide project management services to assist Customer in meeting its business objectives in a timely manner and within budget; planning sessions with Customer to develop an Implementation Workplan and Integration Plan; proprietary Siemens methodology software and tools, including online Documentation and help, learning tools and methods, and automated productivity enhancements; coordination of Application Deliveries, file conversions, interfaces and education; and support for key implementation milestones. Siemens project manager will submit a written monthly status report describing the accomplishments in the prior month, activities for the next month and any significant issues to be addressed by Siemens to Customer. Customer agrees to install the implementation methodology and Implementation Workplan delivered by Siemens on the workstation configuration described in Schedule 1.

2 **CHANGE ORDER PROCESS.** Each implementation engagement will be performed in accordance with either an Implementation Workplan or a Statement 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' designated 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. Customer shall not be responsible to pay for any Siemens rework due solely to Siemens error. Customer shall not be responsible for the costs of any material task omitted from the standard Siemens' Workplan due solely to Siemens error. Siemens will not perform work beyond the scope of the work effort without a Change Order.

3. **PROFESSIONAL SERVICES FEES.**

3.1 In the event that a project is deemed time and materials, the following provisions shall apply:

3.1.1 Customer shall pay Siemens for professional services monthly as incurred on a time and materials basis based on the hours of professional services performed by Siemens, which may vary from the hours estimated in the Implementation Workplan. Customer understands, therefore, that the total Implementation Fee charged may exceed any estimates provided by Siemens. Siemens agrees not to perform any services described in the workplan in excess of the estimate unless agreed to in writing by the Customer and Siemens, provided that in the event that the initial scope of work under the workplan is not completed within the hours/fees estimated and Customer does not agree to additional hours/fees in excess of the estimate, then Siemens will stop working when the number of hours and fees reaches the estimated amount, and any milestones under the Agreement shall be deemed completed/met and Customer shall be responsible for paying such license fees or other fees as may be dependent upon such milestone completion. The minimum charge for on site services is four (4) hours. Customer requests to cancel or reschedule on-site services must be made at least seventy-two (72) hours prior to the scheduled on-site service and will be treated as Change Order requests subject to mutual agreement in accordance with Section 2 above. For services cancelled or rescheduled with less than seventy-two (72) hours notice, Customer shall pay Siemens a cancellation charge based on the originally scheduled on-site hours, but not more than sixteen (16) hours, at the applicable hourly rate. Siemens' Professional Service Rates are listed below. These rates will remain in effect for eighteen (18) months from the date of the Agreement. Thereafter Siemens then-current rates shall apply or as mutually agreed to.

- Consultant - \$150/hour
- Senior Consultant - \$168/hour
- Principal Consultant - \$176/hour
- Consulting Manager - \$188/hour
- Senior Consulting Manager - \$200/hour
- Project Manager - \$200/hour
- Senior Project Manager - \$224/hour
- Network Programmer - \$188/hour
- Non-warranty/Supplemental Customer Support - \$175-\$230/hour
- On-Site Education - \$2,700 to \$3,600/day

3.2 In the event that a project is deemed Fixed Fee, the following provisions shall apply:

3.2.1 Customer hereby engages Siemens to perform the tasks described as Siemens tasks in the Implementation Workplan. Siemens will perform these services for a fixed fee. Customer, including any of its agents or consultants, will perform the Customer assigned tasks in the Implementation Workplan in a timely manner and Customer will ensure that any of its vendors whose software is being replaced with Applications hereunder cooperate and perform their necessary tasks in a timely manner. Customer's designated Project Manager or other such Customer designated individual will have overall project direction responsibility, working closely with the

Siemens Project Manager who will provide technical direction. The Fixed Implementation Fee is based on the attached Statement of Work and on the Customer commitments described herein. If any of the assumptions in the Statement of Work proves to be materially inaccurate, or if the scope initially contemplated in the Statement of Work is expanded as the Implementation Workplan is developed, or if Customer, including its agents, consultants or other vendors, does not perform its obligations in a timely manner, Siemens and Customer shall then mutually agree to adjust the Fixed Implementation Fee accordingly.

3.2.2 Customer and Siemens will finalize the Implementation Workplan within sixty (60) days from the date of this Agreement or as mutually agreed to. Once finalized, any changes or decisions which affect the scope of the work effort specified in the Implementation Workplan 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 Implementation Fees due hereunder for said change. Siemens will not perform work beyond the scope of the work effort specified in the Implementation Workplan without a Change Order.

3.2.3 Customer shall pay Siemens twenty percent (20%) of the Fixed Implementation Fee on the start date in the Workplan hereof and the remaining balance in equal monthly installments according to the estimated length of the project as identified in the workplan. Provided that if the implementation is completed earlier, the balance of any unpaid installments is due in full on FPU. If the implementation is delayed because of Customers' sole fault, Siemens and Customer shall meet and mutually agree to any additional Siemens fees required to complete the project.

4. PERSONNEL.

4.1. Siemens will provide project management and consultants to guide Customer in the translation of its business requirements into an operational system.

4.2 Customer's staffing requirements will vary depending on the complexity of the installation, the Application mix, and the number of Facilities and end users to support. Typically, an installation requires the following Customer personnel: a Project Manager, Departmental Liaisons, Functional Analysts, Builders, and System and Operational personnel. Assigned Customer personnel must have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise where applicable, and software training. Customer personnel will be responsible for analyzing and communicating Customer's needs; performing System adaptation and testing; supporting production processing requirements and performing daily operational processing of scheduled functions, commencing upon Delivery; developing required materials and documentation for training and ongoing internal support of the System; performing end-user training and ongoing maintenance. Customer personnel requirements for a specific implementation will be stated in a Supplement, amendment or Implementation Workplan.

4.3 Prior to commencing work under an Implementation Workplan or Statement of Work, Customer shall have the right to review the qualifications of Siemens personnel who will perform installation tasks at the Facility. Upon receipt by Customer of a written request that it replace, for good cause as specified in the request, any of its employees who work on the installation of the System(s) at a Facility, Siemens and Customer shall discuss a program to resolve the relationship. If the relationship has not been resolved within seven (7) business days, Siemens shall use reasonable efforts to replace such employee. Neither Siemens nor Customer shall be responsible for delays caused by its timely compliance with this Section.

5. INSTALLATION AND ACCEPTANCE.

5.1 For net new implementations, Siemens shall deliver to Customer, at no additional charge unless specified in the corresponding Amendment, the most current Version of Siemens Licensed Software. If applicable, Siemens shall conduct those installation tests identified in the Workplan in order to confirm that each item of Siemens Licensed Software and applicable items of Equipment have satisfied the System Specifications in all material respects. Upon satisfactory completion of the installation test, Siemens shall deliver to Customer a written certification of completion of the installation test.

5.2 Customer will then perform acceptance testing during the sixty (60) day period commencing on the date of certification by Siemens of completion of Siemens installation testing or as otherwise scheduled in the Implementation Workplan. As part of such acceptance Customer will complete the validation test specified in the associated Documentation and compare each Application to its respective Documentation to assess its acceptance of each Application. Customer shall compare items of Custom Programming to their respective Specifications. Acceptance testing shall also consist of any and all other tests as Customer deems necessary and may elect to perform to verify that the functionality and operability of the Applications and Custom Programming are substantially in accordance with their associated Documentation or Specifications, as applicable. Such tests shall be scheduled in the Implementation Workplan. Upon successful completion of this process Customer shall deliver to Siemens a written certification of Acceptance.

5.3 Siemens will immediately correct any failure of an Application to function substantially in accordance with its Documentation and any failure of supported items of Custom Programming to perform substantially in accordance with their respective Specifications for which Customer gives Siemens detailed written notice during this test period. Upon receipt by Siemens of such notice, the test period shall be suspended until such time as Siemens notifies the Customer that the failure has been corrected, at which time the balance of the test period shall continue. In no event shall Customer have less than ten (10) business days for acceptance testing the corrections of identified errors. If after three (3) attempts Siemens has been unable to correct the failure, Customer shall notify Siemens in writing specifying the nature of the failure. At customer's sole judgment Customer may allow Siemens the opportunity to repeat the correction process or for material failures may elect to terminate the Application. A material failure is defined as the Application not performing in accordance to its documentation. Should Customer terminate the Application Siemens will issue, as its sole remedy, a credit to the Customer for any monies paid to Siemens for the Application (including Licenses Fees, Implementation and Equipment).

6. CUSTOM PROGRAMMING.

6.1 At the mutual agreement of the parties, Siemens will develop Specifications for Custom Programming, where appropriate, with Customer's input and submit the Specifications and fee to Customer. When approved by Customer, Siemens will program the Custom Programming in accordance with a mutually agreed schedule. Custom Programming will be implemented after use of Applications in production, except for those Custom Programming items (such as file conversions and interfaces) identified herein or in the Implementation Workplan. Siemens will bill Customer for Custom Programming Fees monthly in arrears as incurred, unless otherwise specified. For other purposes, Custom Programming and Specifications will be treated as Deliverables under this Agreement. If requested, at then-current rates, Siemens will prepare for Customer a revised Equipment configuration for Custom Programming Professional Services Requests (PSR). Customer may order from Siemens professional services for the support of applications and services provided for under this agreement. Siemens shall provide customer with a monthly report of all open PSR's including hours billed in the last month and year to date.

7. PROJECT MANAGEMENT.

7.1 To ensure the successful implementation of any new application implementation or significant upgrade to an existing application, both parties will work in good faith to implement the following:

7.2 Prior to Starting Project

7.2.1 The project manager for San Mateo and Siemens will be identified. Siemens will supply a resume of the Siemens project manager upon request.

7.2.2 The necessary additional resources for both San Mateo and Siemens will be identified.

7.2.3 The Amendment authorizing the project will be reviewed. Any items that require attention of the project managers will be identified. Any new processes that are required to administer the Amendment will be established (i.e. monitoring fixed fees).

7.2.4 The Schedule 1 will be reviewed in detail. Any technical issues will be identified and mutually resolved.

7.2.5 Upon request, Siemens will supply a list of reference sites for San Mateo to contact.

7.2.6 Siemens will supply a draft or sample project Workplan.

7.2.7 Siemens, based on their knowledge of other implementations, will inform San Mateo of any significant changes or operational impact that may result because of the implementation or upgrade.

7.2.8 A detailed Workplan will be developed. Tasks/hours for both parties will be reviewed and agreed upon. The Workplan shall be approved in writing by both parties.

7.3 During Implementation

7.3.1 Throughout the project the Workplan will be updated as appropriate. Any additional Siemens tasks outside the scope of the initial Workplan will be identified and submitted to San Mateo for approval.

7.3.2 The Siemens project manager will submit a written report every two weeks as to the project status and any issues that require attention.

7.3.3 The status of significant projects will be reviewed at the monthly San Mateo/Siemens management meeting.

EXHIBIT B
SIEMENS SUPPORT PROGRAM

Siemens will provide a program of support for all of the Siemens Applications and Custom Programming, if any, listed in a Supplement 1 and 2 or amendment under the following terms and conditions.

1. SUPPORT.

1.1 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. Customer 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. Customer 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. Customer shall be responsible for all telecommunication services and remote programming support connections charges.

1.2 Siemens shall initiate work on urgent issues within one hour of Customer's request for assistance to the CSC. Urgent issues are issues involving substantial Application failure or issues, which, in Customer's reasonable judgment, are critical to Customer'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, Customer may track the escalation of an issue, together with the time spent and actions performed to resolve the issue. In addition, Customer may use the EIM to request a reevaluation and escalation of the severity of a support issue.

1.3 Siemens shall provide Customer with issue solution reference sources, including but not limited to Documentation updates, Customer Memos, and the Support Solutions Knowledge Base, that provide answers to common support questions and advice on problem determination, diagnostic procedures and other support procedures. Customer 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, Customer shall complete any problem determination procedures, diagnostic activities and remedial actions detailed in these reference sources and in the Documentation. After Customer reports an issue to the CSC, Customer shall perform any remedial actions specified by the CSC, including, without limitation, installing Updates, Releases or new Versions. Customer shall also be responsible for updating and, upon resolution, closing all support issues electronically through the EIM.

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

1.5 Siemens shall provide periodic Updates and Releases to the Applications for which Customer 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 Customer is paying "Extended Support" as indicated in a Supplement or amendment, if Siemens announces a new Version, Customer 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, Customer shall implement Updates within sixty (60) calendar days (provided that Customer may take longer to review and implement Updates but if Customer does so Customer shall not hold Siemens responsible for any problems or issues that would have been resolved or ameliorated had such Updates been timely implemented), 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. Customer's failure to implement Releases and Versions within the above time frames shall not impact Support for other applications and/or interfaces not affected by such failure. New features, enhancements to functionality and/or regulatory changes will not be retrofitted to down-level Releases or Versions, and Customer understands that in order to apply warranty repairs to the Applications, Customer must install all Updates. For Applications installed at the ISC, Siemens shall install Updates, Releases and Versions, and Customer shall perform any implementation tasks as advised by Siemens and in accordance with implementation schedules provided by the ISC.

1.6 At Customer's expense, Customer 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. Customer 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 Customer with coordination assistance for allied partner support issues that are related to a Siemens Application. Siemens has established a support baseline that the allied partners are expected to provide to Siemens customers in their separate support agreements. Customer should follow the communications protocols for contacting those Third Party Software and Equipment vendors that have established such protocols for Siemens

customers. Customer should contact Siemens prior to installing Third Party Software Fix Packs and Service Packs. Customer must install and maintain anti-virus software on all workstations and servers and Customer is responsible for obtaining power surge protection and an Uninterruptible Power Supply system for all Equipment.

1.7 For Applications or Custom Programming for which a separate Support Fee is indicated either in a Supplement 1 or Amendment, Customer 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 July, upon thirty (30) days written notice, by 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, Customer 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. In the event that such increase causes a significant financial burden in the Customer's reasonable judgment. Customer and Siemens will work in good faith to resolve such issue.

2. ADDITIONAL SERVICES.

2.1 With the exception of changes to the tax tables used with the GFS Applications, Siemens will make available to Customer 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. All such programming changes shall be separately chargeable by Siemens, provided that federally-mandated programming changes to the payroll and accounts payable Applications and to the case mix groupers/schemes shall be made available at no additional software charge. Changes will be made available to Customer when made generally available to Siemens' customers. Customer 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. Changes to the tax tables used with Novius GFS-Lawson Applications are subject to the terms and conditions of a separate agreement between Customer and BSI, a third party vendor.

2.2 Siemens will provide Customer with a Monthly Supplemental Support Services Allowance of eight (8) hours per month at no additional fee. Any unused portion of this monthly allowance cannot be carried forward to subsequent months. These hours may be used for diagnostic assistance and other problem determination procedures, for remediation of problems unrelated to Subsection 1.1 above, and for advice on the operation and functions of the Applications ("Supplemental Support Services"). Based on the nature of the Customer request, CSC personnel may refer Customer to other billable services offered by Siemens, including but not limited to training or consulting services. CSC personnel will advise Customer as to whether the service can be provided under the Supplemental Support Services or whether it will be separately billable. Customer 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. Commencing on the date of this Agreement any Supplemental Support Services hours used by Customer in excess of the Monthly Support Services Allowance shall be due and payable monthly as incurred and shall be billed at Siemens then current Supplemental Support Services hourly rate.

Siemens and Customer will on a regular basis: (i) evaluate Siemens' support services and (ii) review Customer's utilization of the Support solutions Knowledge Base, the EIM and support processes. Siemens shall provide Customer with access to management reports that show Siemens and Customer performance of service levels and respective responsibilities.

2.4 Commencing on the date of this Agreement, any Supplemental Support Services hours used by Customer in excess of the Monthly Support Services Allowance shall be due and payable monthly as incurred and shall be billed at Siemens then current Supplemental Support Services hourly rate. Commencing the first July following the date of this Agreement and continuing each July thereafter throughout the term, Siemens will review Customer'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 Customer's actual hours of usage during the previous twelve (12) months multiplied by Siemens then current Supplemental Support Services hourly rate. Customer shall then have the option, exercisable by February 1 each year, of paying for Supplemental Support Services:

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

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

2.4.3 Monthly as incurred based on actual usage each month.

2.4.4 In the event Customer exercises either of the payment options outlined in Subsections 2.4.1 or 2.4.2, then either at the end of the term of support or at such time as Customer changes to the payment Option outlined in Subsection 2.4, Customer shall be billed or credited for any increase or decrease in actual usage during the preceding twelve months period.

3. ANNUAL SUPPORT PLAN AND EVENT PRIORITIES.

3.1 Siemens shall meet annually with Customer to jointly develop a mutually agreed-upon Support Plan tailored to Customer needs. The annual support plan shall include Siemens optimization seminars to assist Customer in effectively using specific applications. The type, number and location of seminars shall be agreed to by the parties. There shall be no charge for optimization seminars other than reasonable travel and living. Siemens shall provide an estimate of such travel and living costs for Customer review prior to scheduling such seminars. The Support Plan shall be in writing and signed by both parties.

3.2 Siemens and Customer shall develop project management guidelines to help ensure the successful implementation of new applications and significant upgrades to existing applications. These guidelines shall be agreed to in writing and made part of the annual Support Plan.

3.3 Customer 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. Siemens will maintain on-line help screens on the EIM that define escalation levels and response time frames. Siemens shall initiate work on issues in accordance with the service level priority documentation as reviewed with the Siemens customer base and available on the Customer Only web site. Through the EIM, Customer may view the service level of an issue together with the time spent and actions performed to resolve the issue. In addition, Customer may use the EIM to request a reevaluation and escalation of the severity of a support issue, for items that are specific to customer. Siemens shall provide the Customer with on-line access to all open events including their status.

3.4 All calls will be logged in the EIM in accordance with the definitions stated below, or as modified by Siemens ISO 9001 certification processes. Such initial Siemens assignment of priority (with Customer received input) is subject to revision upon mutual agreement of the parties.

3.4.1 Urgent: Issues that require immediate attention.

3.4.2 Very Important: Issues are important but do not rise to the level of urgent issues.

3.4.3 Important: Issues of a less critical, although important nature. These incidents may have an impact on processing, but an appropriate workaround exists.

3.4.4 Moderate: Issues of very minimal impact, workaround exists.

3.5 The following actions will normally be taken by Siemens in response to the receipt of a support request and associated information from Customer: (*)

3.5.1 Urgent Priority

3.5.1.1 Action:

- Assignment ticket issued within one hour
- Address issues ASAP or provide work around
- Contact appropriate on call group if necessary
- Update the Customer with progress every hour

3.5.1.2 Associated Escalation

- Within sixty (60) minutes of the initial call, the Process Group Owner/ Supervisor is updated during normal office hours; or the Outage Manager, outside of normal office hours, will be notified.
- Within four (4) hours of the initial call, the Group Manager is updated during normal office hours, or Outage Manager outside of normal office hours.

3.5.2 Very Important

3.5.2.1 Action:

- Assign ticket within twenty-four (24) hours of the initial call
- Update assigned ticket each day

3.5.2.2 Associated Escalation

- Group Leader/Supervisor will be notified on the day the ticket is assigned.
- Within twenty-four (24) hours of the initial call the Process Group Owner will be notified
- Upon request from Customer and with SIEMENS Group Leader/Supervisor concurrence, a Very important issue may be elevated to an Urgent Priority issue after forty-eight (48) hours from the initial call.

3.5.3 Important Priority

3.5.3.1 Action:

- Assign ticket within seven business days
- Update assigned ticket the same day as any action is taken
- Update on assigned ticket every three (3) days

3.5.3.1 Associated Escalation:

- Group Leader/Supervisor will be notified the day the ticket is assigned

3.5.4 Moderate Priority

3.5.4.1 Action:

- Assign ticket as time permits
- Update assigned ticket the same day as any action taken
- Update required to assigned ticket every five (5) days

3.5.4.1 Associated Escalation:

- Group Leader/Supervisor will be notified the day the ticket is assigned

3.5.6 In any month should Siemens fail the above listed ticket assignment work Action item or Associated Escalation items for Urgent issues Customer shall notify Siemens in writing within 48 hours of the failure, stating the specific failure(s). Siemens shall then schedule a conference call with Customer, review the event(s) in question, verify the failure, and agree on a written plan of corrective action. Should such a failure occur in three (3) or more times in 2 consecutive months or three (3) or more times in any three (3) months within a six (6) month rolling period, Siemens shall credit as the sole remedy, for each month of failure, an amount equal to the monthly support fees for the effected application(s). For applications installed at the ISC (such as INVISION), the monthly support fee shall be 20% of the recurring monthly fee for the effected application(s).

(*) Siemens may suspend these processes to address customers in an area affected by a declared regional or national emergency situation. Customer will be notified of this suspension and its expected duration.

4. CUSTOMER RESPONSIBILITIES.

4.1 Customer 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, Customer shall complete any problem determination procedures, diagnostic activities and remedial actions detailed in these reference sources and in the Documentation. After Customer reports an issue to the CSC, Customer shall perform any remedial actions specified by the CSC, including, without limitation, installing Updates, Releases or new Versions. Customer shall also be responsible for updating and, upon resolution, closing all support issues electronically through the EIM.

4.2 Customer 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. Customer shall be responsible for all telecommunication services and remote programming support connections charges.

4.3 For all Applications or other System components operated at a Facility, Customer shall be responsible for maintaining a support testing environment configured in accordance with Schedule 1 and for maintaining all necessary back-ups, recovery and required System operating procedures as specified in the Documentation. At Customer's expense, Customer 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. Customer 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 Customer with coordination assistance for allied partner support issues that are related to a Siemens Application. Siemens has established a support baseline that the allied partners are expected to provide to Siemens customers in their separate support agreements. Customer should follow the communications protocols for contacting those Third Party Software and Equipment vendors that have established such protocols for Siemens customers. Customer should contact Siemens prior to installing Third Party Software Fix Packs and Service Packs.

Customer must install and maintain anti-virus software on all workstations and servers and Customer is responsible for obtaining power surge protection and an Uninterruptible Power Supply system for all Equipment.

4.5 For Applications or Custom Programming for which a separate Support Fee is indicated either in Supplement 1 or Amendment, Customer shall commence paying said Support Fee monthly at the end of the Initial Warranty Period. Support Fees for Applications or Custom Programming identified in Supplement 1 as already installed shall commence on the date hereof. Siemens may increase all Support Fees once in a twelve-month period, upon thirty (30) days written notice, by 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, Customer 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.

EXHIBIT C
FORM OF USER CONFIDENTIALITY AGREEMENT
CUSTOMER CONSULTANT CONFIDENTIALITY AGREEMENT

AGREEMENT made this ____ day of _____, 20____, between _____ and _____ ("Consultant") located at _____ and Siemens Medical Solutions USA, INC. ("Siemens,") 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 ("Siemens").

WHEREAS, Consultant on occasion is engaged by hospitals, physicians' groups or other healthcare institutions that are customers of Siemens (referred to herein collectively as "Customers" and individually as "Customer"), to assist such Customers in their selection of an information processing system provider and installation of an information processing system; and

WHEREAS, Siemens on occasion proposes certain information processing system(s) to such Customers; and consultant may on occasion receive such information from Siemens; and

WHEREAS, Siemens may disclose to Consultant certain confidential information of Siemens that is intended to enable Consultant to perform Consultant's engagements with such Customers; and

WHEREAS, Consultant and Siemens desire to establish certain conditions with respect to Siemens information disclosed to Consultant;

NOW THEREFORE, the parties, intending to be legally bound hereby, do agree as follows:

1. The term "Restricted Information" shall include all information that is not known by, or generally available to, the public at large and that concerns the business or affairs of Siemens, including existing Siemens systems, software and those programs in development; other intellectual property of Siemens, intellectual property of Siemens' suppliers, Siemens' subsidiaries or Siemens Related Companies; development plans of Siemens' related companies; Siemens' prices; the identity of Siemens' Customers or prospective Customers; the actual or proposed terms and conditions of any contract between Siemens and Customers or Siemens and Siemens' suppliers or Siemens' and Siemens' Related Companies; and any other proprietary information reasonably identified by Siemens as confidential. For purposes of this Agreement "Siemens' Related Companies" shall mean a parent, subsidiary, sister, or any company that can trace a corporate or other type of ownership relationship to Siemens through Siemens parent or a subsidiary of Siemens parent. To the extent consultant obtains or requires access to the Restricted Information of a Siemens' Related Company or Siemens' supplier, said Siemens Related Company or supplier shall be entitled to the benefit of the obligations incurred by Consultant in this Agreement.

2. Consultant acknowledges and agrees that in the course of, or incident to, the educational programs and Consultant's engagements by Customers, Siemens may provide to Consultant or Consultant will otherwise become exposed to the Restricted Information and that Consultant's access to the Restricted Information may be necessary to enable Consultant to perform Consultant's engagement with Customer. Consultant shall not utilize the Restricted Information for purposes of operational processing, (outsourcing), of any Siemens Applications on behalf of Customer.

3. Consultant agrees that during the term of Consultant's engagement with Customers and at all times thereafter (a) Consultant will hold the Restricted Information in confidence, exercising at least the same care with respect thereto as it exercises with respect to its own confidential information of like kind and will not without Siemens' written consent disclose any portion thereof to any third party other than the Customer for whom the Restricted Information was disclosed, except pursuant to a validly issued subpoena or court order; (b) Consultant will restrict dissemination of the Restricted Information within Consultant's organization to those persons who have a need to know such information in performing Consultant's engagement with the Customer for whom the Restricted Information was disclosed; and (c) Consultant will not otherwise disseminate the Restricted Information within Consultant's organization or employ the Restricted Information for any purpose other than the assistance of the Customer for whom the Restricted Information was disclosed in the selection of an information processing system provider and, if applicable, the installation of Siemens systems. Proprietary information made available to Consultant by Siemens at educational programs prepared by Siemens shall be considered Restricted Information, except that such Restricted Information may be used to assist all Customers in the selection of an information processing system provider and the installation of an Siemens information processing system.

4. The foregoing shall not prohibit or limit Consultant's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) rightfully previously known; (ii) independently developed by it; (iii) rightfully acquired by it from a third party without continuing restriction on use; or (iv) which is or becomes part of the public domain through no breach by Consultant of this Agreement.

5. Consultant agrees to take such reasonable actions, as are necessary, including appropriate agreements with or instructions to its members and employees, to enable Consultant to perform its obligations hereunder. At Siemens' request, Consultant will cause any of its members or employees participating in this engagement to acknowledge in writing their obligations hereunder; however, failure of Siemens to so request shall not affect Consultant's obligations.

6. Consultant agrees that any Restricted Information disclosed to or otherwise received by Consultant prior to the date of this Agreement, whether in conjunction with Consultant's engagement with Customer or otherwise, shall be subject to the terms of this Agreement.

7. This Agreement does not grant any rights by license or otherwise, expressly or implicitly, to the Restricted Information or to any invention, discovery or derivative work of the Restricted Information that is made, conceived or acquired prior to or after the date of this Agreement. Consultant shall not receive or take possession of copies of Siemens software or other Siemens intellectual property and shall only have access to such items of Restricted Information at Siemens' or Customer's premises; provided that Consultant may remotely access the Siemens System on Customer's premises where Customer has given Consultant specific permission to do so and supplied Consultant with Customer's means of authentication. Notwithstanding any other provisions of this Agreement or any Customer agreement with Siemens, Consultant must first enter into a separate license agreement with Siemens in order to be permitted access and/or use of the Builder's Edge architectural software tools and/or the proprietary Siemens Implementation Methodology at the premises of a Customer.

8. Either party to this Agreement may terminate the Agreement upon thirty (30) days written notice to the other at the addresses provided herein, or at such other address as may be substituted in writing. The provisions of this Agreement shall survive termination of this Agreement with regard to any Restricted Information disclosed to Consultant prior to the date of termination. Upon termination of this Agreement all Restricted Information shall be immediately returned to Siemens. Upon the end of a Consultant engagement with an Siemens Customer, this Agreement need not be terminated and can remain in effect for future engagements, provided that Consultant shall not retain any Restricted Information between engagements and shall return all Restricted Information to Siemens or to Customer, as applicable, at the end of each engagement.

9. Consultant acknowledges that damages alone will be an inadequate remedy for breach of the provisions of this Agreement and that Siemens, in addition to all other remedies, shall be entitled as a matter of right to equitable relief, including injunctions and specific performance, in any court of competent jurisdiction.

IN WITNESS WHEREOF, Siemens and Consultant, in consideration of the foregoing and intending to be legally bound hereby, have executed this Agreement.

**SIEMENS MEDICAL SOLUTIONS
USA, INC.**

[CONSULTANT]

By: _____

By: _____

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____
(Type or Print)

Title: _____
(Type or Print)

EXHIBIT D
SUMMARY OF SIEMENS TRAVEL AND LIVING POLICIES

The following is a summary of the principal provisions of Siemens' present policy for employee reimbursement for United States travel and living expenses. Siemens passes these charges through to Customer.

1. Commercial Air Fare. Coach class.
2. Car Rental. Compact car (unless the number of people being transported requires a larger car) from a car rental firm that provides Siemens special reduced rates.
3. Use of Personal Automobile. At a rate of \$.365 per mile plus tolls.
4. Other Commercial Travel. Coach class for trains and buses. Airport vans are to be used in preference to taxicabs for travel to and from airports where practical.
5. Parking. The maximum amount, which is reimbursable for parking at any airport or train station, is the standard per day rate for remote parking.
6. Lodging. Lowest-priced satisfactory accommodation. The use of hotels, which provide Siemens special reduced rates, is encouraged.
7. Meals. An allowance for breakfast and dinner only Monday through Friday and additionally for lunch on weekends and holidays. The rates for these allowances are as follows:

<u>Meal</u>	<u>Alaska, Chicago, Hawaii, Los Angeles, New York City Vicinity, Puerto Rico, San Francisco, Washington, D.C.</u>	<u>All Other</u>	<u>Locations</u>
Breakfast	\$10.00		\$ 7.00
Lunch	\$ 5.00		\$ 5.00
Dinner	\$27.00		\$23.00

Receipts are required for commercial travel, car rental, parking, and lodging.

Where Siemens employees visit more than one client on the same trip, the expenses incurred are apportioned in relation to time spent with each client.

Siemens' policy for employee reimbursement may be changed by Siemens from time to time to reflect changes in economic and business factors.

EXHIBIT E
INVISION® RCO SYSTEM IP RESPONSE TIME WARRANTY

1. **SYSTEM RESPONSE TIME WARRANTY.** Siemens guarantees that the average Response Time within Customer's production RCO System Environment shall be 2.75 seconds for ninety percent (90%) of all transactions, during the Term of the Agreement.

Response Time shall be the period from the time the Return or Function Key is depressed until the complete screen of the response for the one transaction appears. Response Time does not include any downtime, time during System malfunction, processing time on customer's local network, processing outside the System for transactions between the System and any other system, transactions against inter-relational data bases, transactions against a database while it is being accessed for batch operations, 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.

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 6:00a.m – 6:00 p.m. PST 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.

3. **SYSTEM ENVIRONMENT.** The Siemens ISC-based RCO System Environment is described in Schedule 1 attached. This response time warranty does not apply to configurations indicated as estimated in Schedule 1. 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 Customer remove such items and retest the System.

This warranty is provided for the benefit of Customer only for use of the RCO System for the Facility. This Exhibit sets forth Siemens' entire obligation and liability and Customer's sole remedy regarding response time warranty.

®INVISION is a registered service mark of Shared Medical Systems Corporation.

EXHIBIT F
INSURANCE DOCUMENTS (see attached)

EXHIBIT G
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE REQUIREMENTS

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to allow County to make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to Section 164.526.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

- a. Except as otherwise limited in the Agreement, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.
- b. Except as otherwise limited in the Agreement, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- c. Except as otherwise limited in the Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in the Agreement, Contractor may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 Code of Federal Regulations 164.504(e)(2)(i)(B).

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

EXHIBIT H
STATEMENT OF WORK

1. The Services Estimate is provided for model software implementation for the Applications and Facilities listed below:
 - 1.1 San Mateo County Health and San Mateo Medical Center: SIGNATURE – RCO, Common Registration, HDX Services, Browser Technology for INVISION, Browser Technology for SIGNATURE, Health Enterprise Dashboard, Express Query, Decision Support Solutions and Document Imaging Standard Edition.
2. Applications will be installed in the following phases:
 - 2.1 Phase 1 includes SIGNATURE – RCO, Common Registration, HDX Services, Browser Technology for INVISION, Browser Technology for SIGNATURE, Health Enterprise Dashboard, Express Query, Decision Support Solutions and Document Imaging Standard Edition with estimated implementation duration of twelve (12) months.
3. Siemens scope of services for this estimate includes the following:
 - 3.1 Project Management. Siemens will provide project management to direct initial project start-up and assist with scope management throughout the implementation process across all applications as defined in item two (2) above. Siemens will work with Customer to identify skill sets and resources for the project and to develop a project workplan and scope document. Siemens will manage changes to scope through the change management process, performing and reporting on risk management assessments and mitigation planning over the course of the implementation.
 - 3.2 Application Delivery. The Application Delivery includes installation of the application software in the appropriate Customer environment
 - 3.3 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.
 - 3.4 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.
 - 3.5 First Productive Use (FPU) Transition Support. Siemens will assist in planning for actual First Productive Use event by utilizing a team approach with the Customer, which may include collaboration on the 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.
4. 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.
5. Delivery of the following interface software is included in the Services Estimate:
 - 5.1 SIGNATURE
 - 5.1.1. Setup AOBF
 - 5.1.2. SIGNATURE to Imaging
 - 5.1.3. Common Registration 1-way interface between SIGNATURE/INVISION
 - 5.2 Decision Support Solutions
 - 5.2.1. INVISION Patient Accounting to DSS 4.2 (This is DSS FTP)
 - 5.2.2. SIGNATURE to DSS 4.2 (This is DSS FTP)
 - 5.2.3. INVISION PMS/COR to DSS 4.2 (This is DSS FTP)
 - 5.3 Document Imaging Standard Edition
 - 5.3.1. Real-time ADT Interface from Signature to Siemens Document Imaging Standard Edition
 - 5.3.2. Transcription to Siemens Document Imaging Standard Edition

6. 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.
 - 6.1 SIGNATURE
 - 6.1.1 Demographic
7. The Services Estimate for SIGNATURE is based on the following:
 - 7.1 Implementation of SIGNATURE into a pilot group to develop the initial infrastructure.
 - 7.2 AD HOC report adaptation.
 - 7.3 RCO delivery of software.
 - 7.4 Training Database setup.
 - 7.5 Delivery of the following State-specific Bill Forms as needed:
 - 7.5.1 Medicare Electronic
 - 7.5.2 Medicaid Paper
 - 7.5.3 Medicaid Electronic
 - 7.5.4 Blue Shield Paper
 - 7.5.5 Blue Shield Electronic
 - 7.5.6 Commercial Paper
 - 7.5.7 ADA Dental (99000P, 99001P, 99002P, 99003P)
 - 7.5.8 HCFA 1500 Medicare
 - 7.5.9 HCFA 1500 Medicaid
 - 7.5.10 HCFA 1500 Blue Shield
 - 7.5.11 HCFA 1500 Blue Shield II
 - 7.5.12 HCFA 1500 Commercial
 - 7.5.13 HCFA 1500 Commercial II
 - 7.5.14 HCFA 1500 Commercial III
 - 7.5.15 HCFA 1500 Managed Care
 - 7.5.16 HCFA 1500 CHAMPUS
 - 7.5.17 HCFA 1500 CHAMPUS II
 - 7.5.18 HCFA 1500 Paper Bill
8. The Services Estimate for HDX is based on the following:
 - 8.1 Customer's HIS is INVISION.
 - 8.2 Set up of Integrated Eligibility Services with:
 - 8.2.1 Payer inquiry
 - 8.2.2 Response screen design
 - 8.2.3 Payer screen building
9. The Services Estimate for Browser Technology is based on the following:
 - 9.1 Delivery of and implementation assistance with Net Access and OAS/Gold Auto Remap.
 - 9.2 Installation and configuration of the Net Access and OAS/Gold Web Server(s) for INVISION and Installation and configuration of the OAS/Gold Web Server(s) for SIGNATURE.
 - 9.3 Verification of connection to the host system upon completion of the hardware/software installation.
 - 9.4 Implementation of Internet access (HealthConX)

- 9.5 Creation of twelve (12) customized queries for the implementation of Enhanced Clinical Workflow.
- 9.6 Implementation of one view with Net Access.
- 9.7 Technology services:
 - 9.7.1. Review with Customer the minimum networking requirements described in the Application Network Overview (ANO).
 - 9.7.2. Review of Customer-provided network diagrams and utilization data.
 - 9.7.3. Assistance in determining the required network enhancements.
 - 9.7.4. Provision of a Siemens 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.
 - 9.7.5. Provision of a network-related drawing upon completion of the technology services project.
 - 9.7.6. For the implementation of OAS/Gold (RCO Only):
 - 9.7.6.1 Installation of a Cache Engine to support Siemens WAN connectivity.
 - 9.7.6.2 Application traffic routing between Siemens WAN router at Customer's Facility and Application server in the ISC, including provision of Siemens network information to enable Customer to route Application traffic through its' private network to and from the Siemens WAN router at its' Facility.
 - 9.7.6.3 Configuration of an SNA Gateway server for printing.
- 10. The Services Estimate for Health Enterprise Dashboard is based on the following:
 - 10.1 Health Enterprise Dashboard will be delivered ASP.
 - 10.2 Set up of single sign-on for the following GSM-enabled applications (If Applicable): Net Access, OAS/Gold, and SoftMed Web Based ESA.
 - 10.3 Set up of single sign-on for the following systems:
 - 10.3.1. NOVIUS Lab
 - 10.3.2. NOVIUS Radiology
 - 10.3.3. INVISION
 - 10.3.4. SIGNATURE
 - 10.4 Password synchronization for the following systems:
 - 10.4.1. NOVIUS Lab
 - 10.4.2. NOVIUS Radiology
 - 10.4.3. INVISION
 - 10.4.4. SIGNATURE
 - 10.5 Development of one (1) role with associated rules. (Example: physicians, employee physicians and all others).
 - 10.6 Provision of System and Optimization Assurance Review (SOAR) and Infrastructure Integration services, with scope of SOAR being limited to:
 - 10.6.1. Review of Dashboard project's relationship and alignment with e.Health Strategy.
 - 10.6.2. Facilitation of defining end-user content requirements (applications, links, sites).
 - 10.6.3. Content access planning (Single sign-on, GSM, Context Sharing, navigation and UI placement guidelines, phasing).
 - 10.6.4. Identification of data integrity and consistency considerations across planned content.
 - 10.6.5. Identification of infrastructure/connectivity topology requirements and suggested plans based on Dashboard, target end-users, and content parameters.
 - 10.6.6. Review and facilitation of security strategy planning.
 - 10.6.7. Review of expectation and change management approach.

- 10.6.8. Facilitation of rollout planning.
- 10.7 Technology Services for Dashboard ASP:
 - 10.7.1. Review with Customer of minimum networking requirements described in the Application Network Overview (ANO).
 - 10.7.2. Review of Customer-provided network diagrams and utilization data.
 - 10.7.3. Assistance in determining the required network enhancements.
 - 10.7.4. Application traffic routing between Siemens WAN router and Customer's Facility and Application server in the ISC, including provision of Siemens network information to enable Customer to route Application traffic through its private network to and from the Siemens WAN router at its Facility.
 - 10.7.5. 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.
 - 10.7.6. Provision of a network-related drawing upon completion of the technology services project.
 - 10.7.7. Provision of router programming for up to four (4) processing units - resolving end-to-end network connectivity from the customer private network to the Siemens Data Center hosted applications.
- 11. The Services Estimate for Express Query is based on the following:
 - 11.1 ASP implementation in a single entity including the following:
 - 11.1.1. Express Query Base System
 - 11.1.2. Express Query Patient Accounting
 - 11.1.3. Express Query Revenue (CDM)
 - 11.1.4. Express Query Product Line Manager (PLM)
 - 11.2 Technology Services:
 - 11.2.1. Review with Customer of minimum networking requirements described in the Application Network Overview (ANO).
 - 11.2.2. Review of Customer-provided network diagrams and utilization data.
 - 11.2.3. Assistance in determining the required network enhancements.
 - 11.2.4. Application traffic routing between Siemens WAN router and Customer's Facility and Application server in the ISC, including provision of Siemens network information to enable Customer to route Application traffic through its private network to and from the Siemens WAN router at its Facility.
 - 11.2.5. 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.
 - 11.2.6. Provision of a network-related drawing upon completion of the technology services project.
- 12. The Services Estimate for Decision Support Solutions (DSS) is based on the following:
 - 12.1 Provision of a one-time backload for the following model interface(s):
 - 12.1.1. INVISION Patient Accounting
 - 12.1.2. SIGNATURE
 - 12.1.3. INVISION PMS/COR
 - 12.2 Implementation of Siemens model Crystal Reports, OLAP Cubes and indicators as delivered with Decision Support Solutions. This will be done in accordance with the contracted modules as follows:
 - 12.2.1. Financial Performance Management Module – includes set up of one (1) Siemens-provided sample contract as part of the implementation of Net Revenue Modeling.

- 12.2.2. Clinical Performance Management Module
- 12.2.3. Process Performance Management Module
- 12.2.4. Cost Accounting and Budgeting
- 12.3 Technology services:
 - 12.3.1. Review with Customer of minimum networking requirements described in the Application Network Overview (ANO).
 - 12.3.2. Review of Customer-provided network diagrams and utilization data.
 - 12.3.3. Assistance in determining the required network enhancements.
 - 12.3.4. Application traffic routing between Siemens WAN router at Customer's Facility and Application server in the ISC, including provision of Siemens network information to enable Customer to route Application traffic through its private network to and from the Siemens WAN router at its Facility.
 - 12.3.5. 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.
 - 12.3.6. Provision of a network-related drawing upon completion of the technology services project.
- 12.4 First Productive Use (FPU) does not require creation of a coverage schedule for either Siemens or Customer resources for DSS. The First Productive Use will be considered to have occurred once there has been five (5) consecutive days of processing of the model daily jobs/streams without manual intervention; at least one Performance Module has been implemented and turned over for Customer review; and the Budgeting analytical templates have been implemented and turned over for Customer review.
- 13. The Services Estimate for Document Imaging Standard Edition is based on the following:
 - 13.1 Delivery of Document Imaging Standard Edition ASP.
 - 13.2 Provision of Network Router Programming.
 - 13.3 Base Imaging including:
 - 13.3.1. Delivery of a model solution for electronic documents only.
 - 13.4 Delivery of Patient Financial Services (PFS) including:
 - 13.4.1. Delivery of the following bill forms:
 - 13.4.1.1 1500SHS (1500 Bill form)
 - 13.4.1.2 UB92SHS (UB92 SHS)
 - 13.4.1.3 Detail (Itemized Bill)
 - 13.4.1.4 1500edit (1500 edited)
 - 13.4.1.5 UB92Edit (UB92 edited)
 - 13.4.2. Installation of Customer's fax hardware and software on Customer's fax server.
 - 13.4.3. Provision of a Systems and Operations Assurance Review (SOAR) consisting of:
 - 13.4.3.1 Document Analysis – Identification of which document currently support business operations, how information gathering can be streamlined during the implementation and identification of which documents will be maintained moving forward.
 - 13.4.3.2 Analysis of Current Processes – Analysis of each process, with development of a more appropriate process when for the new system; providing an opportunity to proactively plan what needs to be done prior to beginning the implementation.
 - 13.4.3.3 Process Redesign Education/Workshop – Provision of training session(s) to Customer staff from the five (5) functional Patient Accounting (PA) areas to provide general understanding of the tasks associated with process reengineering/process improvement.

13.4.3.4 Operational Rollout Planning – Review of operational goals and objectives for the implementation within the PFS and PA areas and, provide assistance to the Customer in determining whether the implementation will consist of a multi- or single-phased approach for implementing the system with Patient Accounting areas.

13.4.3.5 End-User Device Planning – Provision of plan that specifies hardware requirements needed to follow the operational rollout plan and implementation throughout the Patient Accounting areas.

13.5 Technology Services for Document Imaging ASP:

- 13.5.1. Installation of operational and third party software, building Customer's on-site hardware for one workstation.
- 13.5.2. Installation of Customer's fax hardware and software on Customer's fax server.
- 13.5.3. Review with Customer of minimum networking requirements described in the Application Network Overview (ANO).
- 13.5.4. Review of Customer-provided network diagrams and utilization data.
- 13.5.5. Assistance to Customer in determining the necessary network enhancements.
- 13.5.6. Application traffic routing between Siemens WAN router at Customer's Facility and Application server in the ISC, including provision of Siemens network information to enable Customer to route Application traffic through its private network to and from the Siemens WAN router at its Facility.
- 13.5.7. 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.
- 13.5.8. Provision of a network-related drawing upon completion of the technology services project.

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 – SIGNATURE – Single Entity	FTEs
Project Management	.19
Systems/Operations	.09
Analysts	1.28
User Liaisons	NA
Core Trainers	.16
Average duration of install: 9 months	

Customer Resources – SIGNATURE (Common) Registration	FTEs
Project Management	.26
Systems/Operations	.15
Analysts	.84
User Liaisons	.19
Core Trainers	.09
Average duration of install: 5 months	

Customer Resources – Integrated Eligibility Services – Single Entity	FTEs
Project Management	.16
Systems/Operations	.16
Analysts	.37
User Liaisons	NA
Core Trainers	.14
Average duration of install: 4 months	

Customer Resources – Browser Technology for INVISION - Single Entity (Includes Net Access & OAS/Gold Auto Remap)	FTEs
Project Management	.56
Systems/Operations	.42
Analysts	.93
User Liaisons	.05
Core Trainers	.08
Average duration of install: 3 months	

Customer Resources – Browser Technology for Signature (OAS/Gold Auto Remap Only)	FTEs
Project Management	.18
Systems/Operations	.19
Analysts	.20
User Liaisons	NA
Core Trainers	.02
Average duration of install: 3 months	

Customer Resources – Health Enterprise Dashboard – Single Entity	FTEs
Project Management	.33
Systems/Operations	.02
Analysts	.24
User Liaisons	.02
Core Trainers	.01
Average duration of install: 3 months	

Customer Resources – Express Query/ASP – Single Entity	FTEs
Project Management	.04
Systems/Operations	NA
Analysts	.03
User Liaisons	NA
Core Trainers	NA
Average duration of install: 1 month	

Customer Resources – DSS Net New - Single Entity w/ Cost Accounting & Budgeting	FTEs
Project Management	.29
Systems/Operations	.27
Analysts	1.81
User Liaisons	.06
Core Trainers	NA
Average duration of install: 2 months	

Customer Resources – Document Imaging Standard Edition – Base & PFS Modules – Single Entity	FTEs
Project Management	.21
Systems/Operations	.28
Analysts	.30
User Liaisons	NA
Core Trainers	.09
Average duration of install: 5 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 5,402 hours for a total of \$847,460. This does not include Custom Programming and Education Fees.

Implementation	Estimated Hours	Estimated Fees
Project Management	576	\$115,200
SIGNATURE	951	\$146,710
Common Registration	321	\$48,582
HDX Services (Eligibility)	140	(*)
HDX Services (Browser / Batch)	fixed	\$5,830
HDX Services (Patient ID)	fixed	\$3,500
HDX Services (Remote Statements)	fixed	\$4,500
Browser Technology - INVISION	552	\$85,226
Browser Technology - SIGNATURE	154	\$24,054
Health Enterprise Dashboard	604	\$91,588
Express Query	86	\$13,432
Decision Support Solutions v4.2	833	\$130,556
Document Imaging Standard Edition	1,185	\$178,282
Total	5402	\$847,460

(*) HDX Eligibility Implementation Services are already under contract per Financial Improvement Program Amendment signed August 14th, 2003.

CAVEATS / CONDITIONS. The above Implementation Fees reflect the Professional Services discount fee structure in Exhibit A Section 3.1.1 and is only valid if the contract is signed on or before September 30, 2003 and that is based on the total scope of Siemens services as documented above. Professional Services Discount is valid for 18 months from Customer Agreement effective date.

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

Custom Programming	Estimated Fee	Monthly/Support Fee
Custom Interfaces		
Not Applicable		
Specialized Applications		
Not Applicable		
Custom Programming		
Document Imaging Standard Edition		
Load of 3 Custom Documents	\$1,500	\$0
Load of 3 Custom Templates	\$4,350	\$0
Total	\$5,850	\$0

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				
SIGNATURE				
SIGNATURE Overview and Master File Build	5 days	\$2,125	1	\$2,125
SIGNATURE Functions - GOLD	5 days	\$2,125	1	\$2,125
SIGNATURE Standard Reports Workshop	4 days	\$1,700	1	\$1,700
Browser Technology				
Net Access Customization Tool class	3 days	\$2,550	1	\$2,550
Health Enterprise Dashboard				
Dashboard Administration	2 days	\$1,700	1	\$1,700
Decision Support Solutions				
Decision Support Solutions (required prior to software delivery)	4 days	\$3,400	1	\$3,400
Crystal Reporting Basics	2 days	\$1,700	1	\$1,700
Cost Accounting & Budgeting	3 days	\$2,550	1	\$2,550
Net Revenue Modeling	2 days	\$1,700	1	\$1,700
On-site Education (maximum of 8 attendees)				
SIGNATURE				
SIGNATURE Ad Hoc Wizard Report Writer - Optional	3 days			\$8,100
SIGNATURE Planning Your User Training - Optional	5 days			\$13,500
SIGNATURE Online Architecture Software - Optional	4 days			\$10,800
Express Query				
Express Query (up to 24 attendees)	1 day			\$2,700
Document Imaging Standard Edition				
NOVIUS Imaging for Patient Financial - Filing & Bursting	2 days			\$5,400
Multi Media Education				
SIGNATURE				
SIGNATURE Establishing Target Files e.Class	2 hrs			\$150
SIGNATURE Must Work Reports e.Class	3 hrs			\$225
Decision Support Solutions				
Platform Services 24.0 Siemens Security e.class	1 hr			\$75
Total				\$60,500

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	\$913,810	\$0

Date of Estimate:

8/27/2003

Expiration Date:

11/25/2003

WAN STATEMENT OF WORK

GLOBAL TECHNOLOGY CONSULTING SERVICES

1. Siemens will assist Customer in upgrading WAN Circuits from customer's facility to Siemens corporate. Once this agreement has been signed, Siemens will work with Customer to develop a schedule and workplan, which will schedule the events described herein.

<u>Siemens Technology Services Task</u>	<u>Est. Fees</u>	<u>Siemens ID</u>
Siemens Technical Project Management	\$ 1,260	07657179
Siemens Corporate One-time setup fees for the build and programming of the communication equipment located at the Siemens' ISC location and remote build of the Customer's Routers and communication equipment.	\$ 2,820	07677631
Siemens Technology Services Onsite installation and build of the Customer's Routers and communications equipment. Test connectivity, documentation and turnover.	\$ 3,330	07657179
Total Estimated Professional Service Fees	\$ 7,410	

2. Workplan: Once engaged, Customer's management and Siemens shall jointly develop a project implementation plan within the first sixty (60) days of the engagement, or as mutually agreed to, to further clarify each party's roles, responsibilities, business objectives, and success criteria.
3. Assumptions:
 - Customer will provide one Network Resource to assist Siemens throughout the installation
 - Customer will provide Ethernet Connectivity port for Cisco Router connectivity.
 - Customer is responsible for informing end-user of any system down time during the migration

SUPPLEMENT 1
RCO/ASP/PERPETUAL LICENSED APPLICATIONS

1. **RCO SERVICES AND OTHER APPLICATIONS.** Siemens hereby grants Customer a non-exclusive, non-transferable license to the following Applications and their related Deliverables for the Services Term subject to the terms and conditions of the Agreement. Support for the Applications shall be provided in accordance with the Siemens Support Program attached to the Agreement as Exhibit B throughout the Services Term. Siemens shall process the Facility's data at the Siemens Information Services Center ("ISC") throughout the term using those Applications designated as RCO below. Customer shall pay the Recurring Monthly Fees listed in this Supplement, in accordance with the applicable terms and conditions of this Supplement and the Agreement. Customer agrees to take Delivery of the New RCO and Term Licensed Applications listed below according to the mutually agreed to Workplan but in no event not less than twenty four (24) months from the date of this Supplement or as mutually agreed to. Customer agrees to commence paying Interim Use fees upon Delivery of the Applications and Recurring Monthly Fees upon the date of First Productive Use as identified in the mutually agreed to workplan unless such date is delayed due to Siemens failure to perform their obligations as identified in the Workplan. .

<u>Existing RCO Applications</u>		<u>Monthly RCO Fee</u>
INVISION Base		18,364
Patient Accounting Module		
Patient Management		
Resource Scheduling		
Collection Letters		
Patient Accounts Archive		
Receivables Management Workstation		
Unit Billing		
Outpatient VOF (51-500 Lines)		
HIS Test System		
Order Processing System		7,996
Enterprise Access Directory		3,997
Lifetime Clinical Record		7,040
PA OP PPS		1,526
Clinical Archive		1,216
RPM		1,469
Total:		\$41,608
<u>New RCO Applications</u>	<u>Interim Use Fee</u>	<u>Monthly RCO Fee</u>
Signature	2,858	11,434
OAS Gold		1,133
Express Query Base	278	1,114
Express Query Patient Accounting	251	1,003
Revenue CDM	125	498
Product Line Manager	125	498
Total:		\$15,680
<u>New Term Licensed Applications</u>		<u>Monthly Term License Fee</u>
Enterprise Document Management – PFS (124 Base and PFS Concurrent Users)		10,588
Decision Support Base		3,000
Financial Performance Management		2,110
Clinical Performance Management		1,888
Process Performance Management		1,666
Cost Accounting and Budgeting		1,110
Total:		\$20,362

2 **ASP DELIVERY.** Acting as Customer's Application Services Provider ("ASP"), Siemens shall process Customer's data at the Siemens Information Services Center ("ISC") using the Applications listed below. Customer shall take Delivery of the Version of the Applications listed below within twenty four (24) months from the date of this Supplement; or in any event, Delivery shall be deemed to have occurred within the applicable time frame and the Initial Warranty Period and ASP services shall be deemed to have commenced.

<u>ASP Applications</u>	<u>Monthly ASP Fee</u>
Enterprise Document Management – PFS (124 Base and PFS Concurrent Users)	8,400
Decision Support	7,600
Browser Technology	3,540
Total:	\$19,540

3 **PERPETUAL LICENSE APPLICATIONS.** Siemens hereby grants Customer a perpetual license to the following Applications. The Initial Warranty Period for the New Applications is twelve (12) months from their Delivery Support is included at no additional charge during the initial Warranty Period. Customer shall pay the Annual Support Fee thereafter in accordance with Exhibit B, the Siemens Support Program. The term of support for the perpetual license Applications shall be coterminous with the Services Term described in Section 1 above.

<u>Existing Perpetual Licensed Applications</u>	<u>Perpetual License Fee</u>	<u>Monthly Support Fee</u>
Novius Lab (Currently SMS OpenLab)	N/A	4,934
Novius Radiology	N/A	2,462
Modality Gateway	N/A	267
SIEMENS OpenLink	N/A	905
IBM 6414 Lineprinter	N/A	164
IBM 6414 Lineprinter	N/A	164
Total:		\$8,906

		<u>Annual Support Fee</u>
Attachmate	N/A	14,400
Sybase	N/A	3,422
VPS AnyQueue	N/A	2,546
VPS PageSorter	N/A	1,218
Total:		\$21,586

4. **CUSTOM PROGRAMMING.** Siemens shall provide the following items of Custom Programming for the fees listed below.

<u>Description</u>	<u>Monthly Support Fee</u>
SIEMENS OpenLab	55
Automated Transaction Process	406
Total:	\$511

4.1 The following Professional Services Requests ("PSR") shall be deemed to be incorporated into this Agreement.

<u>PSR #</u>	<u>Description</u>	<u>Monthly Support Fee</u>
9722179002	Generic Profile Update	104.45
9722179003	Recirculating Error File	355.33
9722179005	Online Cash Posting	161.79
9820269001	Deliver Results RTIF From DDI Trans To LCR	59.39

5. **EQUIPMENT & THIRD PARTY SOFTWARE.** Customer agrees to purchase from Siemens and Siemens agrees to supply the following items of Equipment and Third Party Software in accordance with the applicable terms

and conditions of the Agreement. All Equipment and Third Party Software listed herein shall be delivered to a single location specified by Customer prior to Equipment and Third Party Software delivery.

<u>Description</u>	<u>Purchase Price</u>	<u>Annual Support Fee</u>
Wan Equipment	\$18,504	N/A
Total:	\$18,504	

6. **CHANGE OF DELIVERY MODE.** If Siemens offers an application licensed under this agreement to Customer in a different delivery mode (such as client server to RCO or RCO to client server) Customer may elect to transition to the different delivery mode at no additional perpetual license fee. If Siemens requires such transition Siemens shall bear all costs associated with the transition and there shall be no additional charges to Customer.

7. **SUBSTITUTION APPLICATION.** If Siemens develops or acquires a new application that substantially performs the same functions as an application provided for under this Agreement, Siemens will permit Customer to apply the associated Monthly RCO and Support Fees for such Applications toward the acquisition and usage of this new Application, subject to a corresponding amendment to be executed by the parties specifying the details of such transaction.

8. **WIDE AREA NETWORK SERVICES.**

8.1 A Wide Area Network ("WAN") shall be established between the Customer location for data processing and the ISC by Siemens. As indicated in Schedule 1, Customer shall purchase from Siemens the identified modems, CSU's and/or routers listed in Schedule 1. The Monthly Wide Area Network Services Fee (or "WAN Fee") includes maintenance to keep the modems, CSU's and routers in good working order during proper usage and includes communication network management services and the coordination of the long haul communications services with the supplier on Customer's behalf. Customer shall grant Siemens such access to the Customer location as is reasonably adequate for Siemens to provide such services. Customer will pay supplier's installation fees.

- Monthly Wide Area Network Services Fee for Dual Routed T1 Circuits \$12,919

8.2 If, upon mutual written agreement, the configuration in Schedule 1 is changed or enhanced, Siemens may increase the Monthly Wide Area Network Services Fee at Siemens' then-current rates. Customer agrees to install required enhancements. Backup long haul communications services shall be paid by Customer to the supplier. Customer shall be responsible for any other networks required to operate the System(s) throughout the Facilities.

8.3 Customer hereby engages Siemens to perform the professional services required to implement the WAN. Siemens estimates the implementation fee at \$7,410 based on the Statement of Work (Exhibit H) and the Assumptions attached hereto.

9. **COMMENCEMENT OF FEES.**

9.1 **Interim Use.** Interim Use capabilities for an RCO Application or interface will be made available to Customer beginning on the item's Delivery Date. Interim Use permits Customer to utilize the capabilities of Applications or interfaces prior to use in production, including, among other things, loading profiles and master files, testing of functions, training and screen Adaptations. The Monthly Interim Use Fee for an Application or interface is due and payable on the first day of each month during the period beginning on the item's Delivery Date and ending upon the earlier of First Productive Use of the item.

9.2 **RCO Fee and Data Storage.** The Monthly RCO Fee, related Base Data Storage and Extra Base Data Storage, if any, shall commence on First Productive Use of the related Application or interface.

9.3 **Term-Licensed Applications.** The Monthly Term License Fee for all term-licensed Applications shall commence upon the First Productive Use for such item(s).

9.4 **Monthly WAN Fee.** The Monthly WAN Fee shall commence on the date the supplier activates the long haul service to a Facility.

9.5 **Perpetual License Fees.** The License Fee for all perpetual-licensed Applications shall be due and payable as follows:

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

9.5.2 Twenty percent (20%) upon the earlier of the date Siemens delivers the Implementation Workplan, which shall precede any Application Delivery Date, or sixty (60) days from the date of this Agreement; except that this timeframe shall be extended to the extent of any Siemens caused delay in delivery and

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

9.5.4 Twenty percent (20%) upon the earlier of Acceptance of each Application or one hundred and fifty (150) days from the date of this Agreement except that this timeframe shall be extended to the extent of any Siemens caused delay in Acceptance; and

9.5.5 Twenty percent (20%) upon First Productive Use of each Application or within twelve (12) months from the date of this Agreement except that this timeframe shall be extended to the extent of any Siemens caused delay in FPU.

9.6 ASP Fees. The Monthly ASP Fee shall commence on the delivery date of the Application.

10. ADJUSTMENTS TO MONTHLY FEES

10.1 INVISION RCO Processing Requirements (PR). The INVISION RCO Monthly Remote Computing Fee shall be adjusted, if necessary, based on the following formula:

$$\begin{aligned} & \text{Monthly Acute Care Inpatient Days} \times .8 \\ & + \text{Monthly Non-Acute Care Inpatient Days} \times 1/3 \times .8 \\ & + \text{Monthly Outpatient Visits} \times .2 \\ & + \text{Monthly Emergency Room Visits} \times .2 \\ & + \text{Monthly Ambulatory Visits} \times .2 \\ & = \text{Processing Requirements (PR)} \end{aligned}$$

"Monthly Acute Care Inpatient Days" shall mean each day an inpatient is in the acute care facility at the point of census taking. "Monthly Non-Acute Care Inpatient Days" shall mean each day an inpatient is in the non-acute care facility at the point of census taking. "Non-Acute Care Facility" shall mean any facility providing long-term care for chronic illnesses or disabilities including, but not limited to, psychiatric, geriatric, or skilled nursing facilities. "Monthly Acute Care Inpatient Days" and "Monthly Non-Acute Care Inpatient Days" shall be determined using the Facility's audited financial statements at the end of each fiscal year. "Monthly Outpatient Visits", "Monthly Emergency Room Visits" and "Monthly Ambulatory Visits" shall be determined using the Facility's OSHPOD reports submitted to the State of California. Customer will submit a copy of this report each July to Siemens for the purposes of determining the new Processing Requirement for the subsequent year.

10.2 Based on this formula, Customer's current Base PR is 6,814.

10.3 Commencing July 1, 2005 and on each July 1st thereafter, Siemens shall review the actual PR of Customer for the previous twelve (12) months. If during this twelve (12) month period the actual monthly PR average increases or decreases by more than ten percent (10%) from the PR listed above, Siemens shall increase or decrease the Monthly Remote Computing Fee, related Base Data Storage values and the PR for the next successive twelve month period by the total percentage increase or decrease in PR, provided that the Monthly Remote Computing Fee shall not in any event be decreased below the equivalent of 2,000 PR's. For each subsequent twelve (12) month period, Siemens shall adjust the Total Monthly Remote Computing Fee on the same basis using the last adjusted PR as base.

10.4 Customer and Siemens acknowledge Customer's intent to add the Burlingame Skilled Nursing Facility under the terms and conditions of this contract. As part of the July 1, 2005 review of the Customer's PR, the actual statistics generated by such facility will be added to the Base PR to generate a new Base PR prior to any adjustment provision.

10.4 The Monthly Remote Computing Fee for Applications that achieve First Productive Use subsequent to the first adjustment period as stated above, shall be adjusted to reflect any increases or decreases in the actual PR made since the date of this Agreement.

10.5 Additional Data Storage and Reports.

10.5.1 The Base Values for Data Storage Usage and for Report Usage (inclusive of the PAA Ad Hoc Report Allowance and the Ad Hoc Report Allowance) at the effective date are set forth in the RCO Schedule 1. As long as such actual usage is below these levels, there will be no additional charge therefore. If this Supplement provides for a change in such Base Values, Siemens and Customer agree to together establish such Base Data Storage and Report Usage Values at levels that reflect reasonable levels based on current business requirements. These values shall be computed based upon the average monthly usage for the first twelve (12) month period following July 1, 2003, and there will be no charges for additional Data Storage or Report Usage in any event during such 12-month period. Commencing July 1, 2004 and on each July 1st thereafter, Siemens shall review the actual monthly Data Storage and Report usage for each Application over the previous twelve (12) months. Customer agrees to make all reasonable efforts to ensure that actual Data Storage and Report usage remain within one hundred ten percent (110%) of Base established Values set after the first twelve (12) months following the effective date of this Agreement. Customer and Siemens agree to review Base Data Storage and Report Usage Values annually to ensure they continue to reflect reasonable business requirements. In the event that business conditions and/or regulatory changes (e.g. HIPAA, Leap Frog, etc.), impact data storage and report usage requirements, Customer and Siemens will mutually agree to changes, if any, to Base Data Storage and Report Usage Values to accommodate those changed conditions. Customer also agrees to implement reasonable recommendations by Siemens that would potentially reduce the data storage requirements for the Customer. Base Data Storage and Report Usage Values will also be reset to reflect growth due to acquisition of facilities.

10.5.2 In the event that Customer exceeds the mutually-agreed to Base Data Storage and Report Usage Values by ten percent (10%) over the applicable twelve (12) month period, Customer agrees to implement reasonable changes identified by Siemens to return actual usage values to acceptable levels. Six (6) months from the time that Siemens so identifies changes to data storage and report usage under the previous sentence, Siemens will review the actual usage for that six (6) month period. In the event that actual usage exceeds twenty percent (20%) of then current Base Data Storage and/or Report Usage Values, Siemens reserves the right to charge Customer at the rates set out immediately below for all actual additional data storage or report usage above the then current Base Values, beginning at the end of such six (6) month period. In any event, after this time period, should Customer's actual usage exceed Base Data Storage and/or Report Usage Values by ten percent (10%), actual values shall become new Base Data Storage and Report Usage Values for the subsequent anniversary review period. Siemens will provide Customer with a monthly report on Data Storage usage of the Facility beginning the month after the effective date of this Agreement. The prices stated below for incremental data storage and reports shall remain in effect for the term of the Agreement:

10.6 Reports.

10.6.1 Customer shall receive a monthly allowance of ten (10) Patient Accounts Archive Ad Hoc Reports ("PAA Ad Hoc Report Allowance"). PAA Ad Hoc Reports in excess of the PAA Ad Hoc Report Allowance shall be billable at Siemens' then-current rates for such reports (currently \$30.00 per report).

10.6.2 Customer shall receive a separate monthly allowance of Ad Hoc Reports, which is listed in Schedule 1 ("Ad Hoc Report Allowance") for other applicable Applications, exclusive of PAA. 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 this twelve (12) month period the actual monthly Ad Hoc Report utilization average increases or decreases by more than ten percent (10%) from the Base Ad Hoc Report Allowance, Siemens shall increase or decrease the Monthly RCO 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 Schedule 1. If Customer's utilization of Ad Hoc Reports exceeds the Ad Hoc Report Allowance by more than twenty percent (20%) during any month, Customer will be billed at Siemens' then-current rates for that month's excess report usage that is over twenty percent (20%) of the Allowance.

10.7 End of Term. At the end of the term, Customer shall be billed or credited for any increase or decrease in the PR and shall be billed for any Additional Data Storage usage during the last twelve months of the term.

10.8 CPI. All Monthly RCO Fees, Monthly Term License Fees and the Wide Area Network Services Fee may be increased by Siemens once in any twelve (12) month period on thirty (30) days' notice by the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers ("CPI") however, no such adjustment shall be made in the first twelve (12) months following First Productive Use. Such adjustments shall be effective July 1.

11. MISCELLANEOUS.

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

11.2 For Applications operated from the ISC, upon implementation of each Application, Siemens shall be the sole provider to the associated Facility of the Application functions for the term of the applicable Supplement.

12. **IMPLEMENTATION.**

12.1 Siemens will perform the professional services to deliver and install the Applications and interfaces listed in this Supplement in accordance with an Implementation Workplan or Scope of Work as described in Exhibit A. The Installation Services Estimate for said services is at estimated fee of \$921,220. Please refer to Exhibit H for detail breakdown of application implementation fees.

13. **EDUCATION.** Siemens shall provide and Customer hereby agrees to pay for the education courses as identified in the mutually agreed to workplan. Siemens shall provide and Customer shall approve in writing the costs of such education classes.

14. **SPECIAL TERMS.** Some vendors of third party products require that their terms and conditions may be subject to change over the course of this 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

SUPPLEMENT 2
HDX SERVICES

Healthcare Data Exchange LLC ("HDX") is a subsidiary of Siemens Medical Solutions Health Services Corporation that provides data interchange services to various parties in the healthcare industry. HDX has duly authorized Siemens to include this Supplement as part of the Agreement between Siemens and Customer (hereafter for purposes of this Supplement, "Subscriber").

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 Agreement.

1.1 "EDI Services" shall mean those electronic data interchange services described in Appendix 1 to this Agreement.

1.2 "Third Party Recipient(s)" shall mean any party to whom Subscriber 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" shall mean the occurrence through an EDI Service of a Subscriber information request to a Third Party Recipient, and/or the receipt by Subscriber of a corresponding response or notification by that Third Party Recipient.

1.4 "Translation Software" shall mean software maintained and operated by HDX which translates transmissions from subscribers into the standards required by the intended Third Party Recipient and logs those transactions.

2. **EDI Services and Grant of License.** HDX shall provide Subscriber with the EDI Services listed in Appendix 1 throughout the term of this Supplement solely for Subscriber's own internal business use and the use of its Facilities. HDX hereby grants Subscriber a license to use the Translation Software and Documentation for the term of this Supplement for the sole purpose of enabling Subscriber to access and administer its use of the EDI Services. The Translation Software may not be used for any other purpose, including without limitation, software development or linkage to non-HDX systems. As amended by this Section, Section 3 of the Agreement applies to this Supplement. Subscriber agrees to commence using the EDI Services no later than six (6) months after the date of this Agreement or in any event to commence paying the monthly fees described in Appendix 1 within said time frame unless HDX delays delivery of the service beyond six (6) months in which case this timeframe shall be extended to the extent of HDX's delay. Transaction fees for EDI Services commencing after said date will be charged at HDX's then current rates.

3. **Equipment and Communication Services.** Subscriber shall purchase from HDX and HDX shall supply the equipment and third party software designated in Appendix 1 at the rates described therein. Equipment and third party software fees are due upon Delivery. The Equipment Fee listed in Appendix 1 includes both the equipment and installation of the equipment. Router installation will be performed by a CISCO Engineer.

4. **Installation.** HDX shall perform the professional services required to install the Translation Software and activate the EDI Services for the professional service fee described in Appendix 1 in accordance with the Statement of Work attached to said Appendix. Professional Services outside the scope of the Statement of Work shall be billed monthly as incurred at HDX's then current hourly rates based on the actual number of hours performed.

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

5.1 Within a commercially reasonable time frame following publication of the associated regulations in final form, HDX will comply with the applicable Health Insurance Portability and Accountability Act ("HIPAA") rules for Electronic Transactions/Code Sets for those EDI transactions for which HDX provides the gateway/router and related services.

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

6. Support.

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

6.1.1 HDX will work with Subscriber to coordinate and plan first level support for HDX Services delivered via Subscriber's healthcare information system vendor.

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

6.1.3 HDX will provide Updates and Releases for the Translation Software.

6.2 Subscriber is responsible for the following support obligations:

6.2.1 Subscriber will assist HDX in establishing and/or maintaining support procedures, and will complete appropriate problem determination procedures prior to contacting HDX.

6.2.2 Subscriber will perform remedial action as reasonably requested by HDX to assist in problem resolution.

6.2.3 Subscriber is responsible for maintaining its own records of data submitted to the HDX System.

6.2.4 Subscriber will be responsible for any upgrades to the router required during the term.

7. Limitation of Remedies. The remedy for HDX's breach of any provision of this Agreement shall be repair, re-performance or replacement by HDX. In the event that such breach cannot be remedied by repair, re-performance or replacement by HDX, or where a repair, re-performance or replacement remedy is not applicable, HDX shall be liable only for direct damages, in the aggregate up to the sum of the EDI Service Fees paid by Subscriber for each of the months in which HDX'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.

8. Required Pass-Through Provisions. Payers, fiscal intermediaries, government entities, and other third party information suppliers may require that Subscriber agree to comply with certain obligations (e.g., confidentiality, liability and scope of use) as a condition of accessing their information. HDX will deliver to Subscriber such written obligations. Subscriber agrees to comply with such obligations as a condition of HDX providing associated EDI Services. HDX will pass-through to Subscriber any fees charged to HDX by payers, fiscal intermediaries, or other parties in connection with providing the EDI Services to Subscriber.

9. FCRA CERTIFICATION.

9.1 Subscriber certifies that it will perform Patient ID Service inquires, which equate to ordering Equifax Consumer Information, only when Subscriber intends to use the Equifax Consumer Information (a) in accordance with the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., as amended (the "FCRA"), and all state law FCRA counterparts, and (b) for no other purpose except one of the following FCRA permissible purposes:

9.1.1 in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer;

9.1.2 pursuant to Subscriber's legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the account; or

9.1.3 in accordance with the written instructions of the consumer to whom it relates;

9.2 Subscriber is not authorized to request or receive consumer reports for employment purposes. Subscriber represents that it is not a private detective, private detective agency, private investigative company, bail bondsman, attorney, law firm, credit counseling firm, financial counseling firm, credit repair clinic, or a person or entity that is not an end user.

9.3 Subscriber agrees that Equifax Consumer Information shall not be sold, licensed, copied, disclosed, reused or transferred by or to any third party and that only those employees and agents of Subscriber who have reason to access the Equifax Consumer Information pursuant to the above listed permissible purposes shall at any time access or use the Equifax Consumer Information. Subscriber shall undertake all necessary measures to

prevent unauthorized use of or access to the Equifax Consumer Information by any employees or agents other than properly trained operators for permissible purposes. If Subscriber suspects or knows of unauthorized access to Equifax Consumer Information, Subscriber shall immediately inform Equifax and shall further undertake all remedial efforts within its power and control to cure such unauthorized access or use.

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

11. Confidentiality. Each party will implement appropriate policies and procedures for purposes of preventing unauthorized access to data, and unauthorized disclosure of data. Subscriber authorizes HDX to transmit the data for purposes of this Agreement. Subscriber acknowledges that it is solely responsible for obtaining all required authorizations before submitting data to HDX. For billing, audit and recovery purposes, HDX 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 Subscriber, HDX, and HDX's suppliers.

APPENDIX 1 TO SUPPLEMENT 2
FEES AND SERVICES

1. **EDI Services.** Subscriber shall be entitled to access the following EDI Services for the Facilities listed in Section 2 for the fees listed herein. Subscriber shall commence paying the Monthly Fee described below monthly in advance upon commencement of the applicable EDI Service. An EDI Service will be deemed to have commenced when Subscriber's system is interfaced to the EDI Service and Subscriber is able to receive a response to transactions, or in any event within six (6) months of the date of this Agreement unless HDX delays installation beyond said timeframe. Commencing July 1, 2004 and on each July 1st thereafter, Siemens shall review the actual Integrated Eligibility Service usage for the previous twelve (12) months. If during this twelve (12) month period the average monthly usage increases or decreases by more than ten percent (10%) from the transaction volume listed below (greater than 22,000 transactions or less than 18,000 transactions), Siemens shall increase or decrease the Monthly Fee by the total percentage increase or decrease in transactions, provided that the Monthly Fee shall not in any event be decreased below the equivalent of 18,000 transactions. For each subsequent twelve (12) month period, Siemens shall adjust the Monthly Fee on the same basis using the last adjusted transaction volume as the base.

<u>Service Description</u>	<u>Monthly Fee</u>	<u>Transaction Fees</u>
HDX Integrated Eligibility Service	\$7,200 for 20,000 trx	0.33 for each additional included in IES fee
HDX Browser/Batch Service		0.80 for each transaction
HDX PT ID Service		0.57 each/2 nd page .09
HDX Remote Statement Service		

2. **Facilities.** Subscriber may use the EDI Services listed above to transmit transactions on behalf of the following Facilities.

3. **Equipment.** HDX agrees to supply the following items of Equipment in accordance with the applicable terms and conditions of the Agreement. The Equipment listed herein shall be delivered to a single location specified by Subscriber prior to Delivery.

<u>Description</u>	<u>Purchase Price</u>	<u>Monthly Fee</u>
Cisco Network Router	SN/A	N/A
AT&T 56kbps Frame Relay Network Connection		

4. **Professional Service.** Siemens will perform the professional services to deliver and install the Applications and interfaces listed in this Supplement in accordance with an Implementation Workplan or Scope of Work as described in Exhibit A. Any additional Professional services performed by HDX shall be billed at the rates outlined in, and in accordance with the provisions of, Exhibit A of the Agreement.

**APPENDIX 2 TO SUPPLEMENT 2
CENTER FOR MEDICARE AND MEDICAID SERVICES ("CMS")**

In order to comply with the Center for Medicare and Medicaid Services ("CMS") requirements regarding access to Medicare data, Subscriber is required to sign a separate writing that can be delivered by HDX to CMS upon request.

1. Required Pass-through Provisions. Additional provisions pursuant to the "Required Pass-Through" provision of the Agreement are reproduced below.
2. Provisions Required by CMS. CMS requires that CMS security and confidentiality requirements be followed at all time as a condition to Subscriber's gaining access to data for Medicare beneficiaries. Therefore, HDX and Subscriber agree that:
 - a. HDX will act as a data transmission agent for the Subscriber to facilitate automated access to beneficiary eligibility data under the provisions of the Privacy Act of 1974. Under limited circumstances, the Privacy Act permits disclosure of information without consent of the individual; one of these is for "routine use"; that is, disclosure for purposes that are compatible with the purpose for which information is collected.
 - b. HDX's transmission of eligibility request and response data is restricted to the sole purpose of verifying a patient's eligibility to benefits under the Medicare program.
 - c. HDX and Subscriber acknowledge that all information or data provided through HDX's services will be treated as confidential and proprietary. HDX and Subscriber will not disclose any information concerning a Medicare beneficiary to any other person or organization, except CMS and/or its contractors, without the express written permission of the Medicare beneficiary or his/her parent or legal guardian or as required by State or Federal law.
 - d. Subscriber's access to eligibility information is restricted to the sole purpose of verification of a patient's eligibility to benefits under the Medicare program, pursuant to request by an individual beneficiary, beneficiary's authorized representative, or Subscriber for "routine use."
 - e. Subscriber notifies HDX, and HDX notify the contractor or CMS within 2 business days if any transmitted data are received in an unintelligible or garbled form.

A copy of this signed Agreement will be sent to the Subscriber's Fiscal Intermediary to be kept on file.

HEALTHCARE DATA EXCHANGE CORP.

San Mateo Medical Center

By: _____
Jon Zimmerman, Vice President

By: _____
Name and Title

SUPPLEMENT 3
ENTERPRISE DASHBOARD

1. **DESCRIPTION OF DASHBOARD SERVICES.** Siemens provides the browser-based graphical dashboard display as an online remote computing service from the Siemens Information Systems Center (ISC), from which users can select from a variety of accessible applications and content, based on subscriptions with content providers if necessary, or as may be otherwise offered by Siemens.

1.1 **Implementation Services.** Siemens shall perform initial set-up to configure the Dashboard Services to allow Customer's users access to the Dashboard Services for the allowed number of Named Users specified herein. The parties will mutually agree upon a final Implementation Workplan that further defines scope, timeframes and skill mix. Siemens will not perform work beyond the agreed scope of work in the Implementation Workplan without prior mutual agreement by written amendment to such workplan. All implementation services shall be billable monthly as incurred on a time and materials basis, based on the rates specified in Exhibit A Section 3.1.1.

1.2 **Base Operational Services.** Siemens will operate and maintain the ISC-based components required to provide the Dashboard Services and will provide Customer with access to Dashboard Service security reports.

1.3 **Support.** Siemens will provide support for the Base Dashboard Services pursuant to the terms of the Siemens Support Program. Customer consents to Siemens' monitoring Customer's Internet service usage for the purpose of supporting service availability and to detect and correct functional problems that may occur from time to time.

1.4 **Content Providers.** News Services is currently provided by Screaming Media.com, Continuing Medical Education (currently provided by Stanford SKOLAR). Integrated access to the SKOLAR MD web-site home page is provided for an initial 30-day period without charge, after which time the Customer's users may sign up for individual annual subscriptions directly between Customer and SKOLAR.

1.5 **Strong Authentication Service.** Siemens provides an Information Services Center (ISC) based service that provides a secure Internet connection to the Dashboard for authorized users. The service is designed to address user authentication, data encryption, and usage/error reporting. Separate contracting is required for this service.

2. **DASHBOARD SERVICES FEES.** The following Dashboard Services Fees shall apply, as applicable. Customer shall pay to Siemens the Dashboard Services Fee and other amounts described herein in accordance with the applicable terms and conditions of the Agreement and this Supplement. In addition to the monthly fee for the number of licensed named users stated below, Customer shall pay for any additional users in a given month in excess of the number of licensed named users, and such additional user fees shall be calculated based on the applicable monthly rate per user stated below. The Monthly Dashboard Services Fee shall commence when any of the Dashboard Services (as described in section 2 above) are first made available for access by Customer. The customer agrees to take Delivery of the Applications according to the schedule in the mutually agreed to workplan.

The Monthly Dashboard Services Fee may be increased by Siemens annually, in July, with 30 days notice by the amount of increase in the CPI and by fee changes from content providers and other variables outside the control of Siemens. In those instances where Siemens is a payment agent for content provider(s), this Amendment does not alter any fee provisions of the Customer's separate agreement(s) with such content provider(s), and the associated fee may be changed by Siemens based on instructions from the content provider.

<u>Description</u>	<u>Fee</u>
One -Time fee	\$10,000
Monthly Dashboard Services Fee for <u>500</u> Named Users:	\$4,000
Named users include one (1) Licensed Administrator user.	

3. **DASHBOARD SERVICES – USAGE/LICENSE RESTRICTIONS.** For purposes of this Supplement, a Named User shall mean a user with a log-on ID in the associated Dashboard Services database. Where a content provider and/or service is indicated as being licensed or provided for a specific number of Named Users, such number indicates the maximum number of Named Users permitted to access the content provider and/or service for the associated subscription/license fee. Customer is solely responsible for determining which of its Named Users are granted access to the Dashboard Services. Unless specified in the Dashboard Service Fees section, only one (1) user will be permitted access to the BroadVision Command Center administrator tool.

3.1 Named Users designated by Customer will be required to enter special security codes, including an automatically changing code from a SecurID® token (for direct access via Internet to Siemens Datacenter) and a Personal Identification Number (PIN), to access the Dashboard and Applications through the Service.

3.2 The Dashboard Services may include content and technology that are proprietary to various third parties. Such third parties may require Customer to comply with specific terms and conditions (e.g., confidentiality, privacy policies, liability and scope of use) as a condition of accessing their content or technology. Customer agrees to comply with such terms and conditions as a condition of Siemens providing associated Dashboard Services. Those terms and conditions will be posted in the Customer-only portion of Siemens' web site and are incorporated by reference into this Amendment. Customer will be advised of changes to those obligations via e-mail. Customer shall advise Siemens of e-mail addresses for such notices, whereupon Customer shall be responsible for accessing the Siemens' web-site to read the applicable provisions.

4. **CUSTOMER OPERATIONS.** When accessing the Dashboard Services via an Internet connection to the ISC, Customer shall be responsible for all software, services, hardware, expertise and other technical requirements, as specified by Siemens, to obtain Internet access. Customer or its Named Users shall obtain Internet connections from the Internet Services Provider ("ISP") of their choice. Siemens is not responsible for supporting Customer's Internet connection, unless customer has obtained Siemens Managed Internet Services. Customer will perform all authorization and administrative set up tasks necessary to grant its Named Users access to the Dashboard Services. Customer will provide Siemens with an administrative contact who will perform the administrative tasks described herein and support Named Users who access the Dashboard Services. Customer will purchase from Siemens the required number of SecurID® tokens for the Services described herein.

4.1 Customer Internal Operations and Administration. Customer or its Named Users are responsible for ensuring that their respective operating system software, applications, and other software are properly licensed. Customer will create its Internet policy. An Internet user policy defines proper use, guidelines, security policy and rules dealing with Internet use. (Note that Siemens does not filter or block Internet locations/destinations, e.g., web sites and news groups, as part of its Internet service.) Customer and its users shall be responsible for their misuse of the Internet service; Customer shall not permit any use of the Internet service that infringes on Siemens' or another's intellectual property rights, nor permit any use that is harassing or otherwise unlawful. Customer will train its end users on its Internet Policy. Customer will enforce its Internet Policy among its end users and modify its Internet Policy in accordance with future needs. Customer is responsible for administering its IP addressing scheme and is responsible for their own network security. Future changes to the IP address scheme due to network expansion of user community and changes in technology may be required and are Customer's responsibility.

4.2 Customer's Internal Support. Customer is responsible for providing first-level internal support to its users of the Dashboard Services, including desktop Internet application support. Customer shall perform initial problem diagnostic activities and remedial actions to isolate problems. Customer agrees to pay for services which are required due to: (i) Customer modifications or adaptations to any component of the Internet service, (ii) problems originating in Customer's Local Area Network, or (iii) causes external to the components of the Internet service. Customer will be charged for such services on a time and materials basis at Siemens' then-current rates.

SUPPLEMENT 4
HDX REMOTE STATEMENT SERVICE

1. Statement Production. Through its subsidiary, Healthcare Data Exchange LLC ("HDX"), Siemens shall provide the following production services for patient statements described below for the Monthly Service Fees described in Section 2 below "Statement Production" shall include First Party Letters and Patient Statements.

1.1 Customer will electronically transmit a statement file, three (3) times per week except during holidays, to HDX. Customer is responsible for the costs of implementing and maintaining telecommunications lines. Customer is solely responsible for the accuracy and adequacy of information and data furnished to HDX for processing.

1.2 HDX will print, sort, apply postage, and send all statements to the U.S. Postal Service within forty-eight (48) hours of receipt of the statement file from Customer.

2. Statement Production Fees. Customer shall pay the following fees monthly as incurred in accordance with the applicable terms and conditions of the Agreement. The Statement Production Services are subject to an annual CPI adjustment as provided under the Agreement commencing twelve (12) months following the date of this Amendment. HDX will pass through to Customer any Statement Production Service-related changes in third party costs (e.g., changes in postage, paper, shipping, and telecommunications line charges) as such changes arise. Statements weighing over 1 ounce will be billed at the additional postage rate. Statement Production Fees are based on use of HDX standard statement format.

<u>Statement Production Service</u>	<u>Monthly Service Fees</u>
Media Fees – Page 1	\$0.20 per page
Media Fees – Page 2+	\$0.09 per page
Then-current Siemens Postage Fee	
• Bar-coded	\$0.31 per statement or letter
• Unsorted	\$0.37 per statement or letter

3. Implementation. HDX will perform the tasks to implement the service in accordance with a Statement of Work to be developed within one (1) month of the date hereof. Implementation Fees and fees for any other professional services will be billed on a time and materials basis and are due and payable monthly as incurred.

Estimated Implementation Fees	\$4,500
-------------------------------	---------

4. Term. The term of this Amendment shall be coterminous with the term of the RCO Services under the Agreement. Then-current standard rates will apply during any renewal term.

RCO SCHEDULE 1

Data Storage Allowances

		Base	Increment	Additional Reports and Data Storage Calculation
Reports				
	Standard AD HOC Reports	1,500	1 Report	\$2.500 / Increment
Data Storage				
	Accounts on File	484,535	1 Account	\$0.100 / Increment
	Patient Accounting Archive Accounts	523,492	25,000 Accounts	.01 X PR/Increment
	Active File	157,025	1 Patient	\$0.350 / Increment

ENTERPRISE DOCUMENT IMAGING SCHEDULE 1

Composed for: San Mateo
Date Composed: 08/18/2003
Tracking Code: 030818KO300S-V24ASP

<u>Application</u>	<u>Release</u>
Document Imaging SE ASP Edition	24.3
- Base Module	
- Patient Financial Services Module	

This Siemens Technology Solution requires the following components at the Customer's facility. Customer will supply the required hardware and third party software defined in this Schedule 1.

- Display Workstations
- Scan Workstations
- Document Imaging Fax Server (optional)

Customer Volume and Statistics

Total number of annual scanned pages	2,243,562
Total number of annual text pages	3,953,539
Initial disk space allocation for online storage	112 Gigabytes
Initial disk space allocation for near-line storage	247 Gigabytes

The initial disk space allocation will provide approximately 12 months of data storage before additional disk space is required. Documents will be stored online for 4 months before they are moved to near-line storage. The disk space allocation as identified above is based on using a predefined set of documents and reports. Modifying the predefined set of documents may increase or decrease the rate at which disk space is used. Disk utilization is based on the total number of documents stored, the page size and number of pages in each document, and the file format(s) used to store documents.

Display Workstation

300 MHz Intel Processor or higher
128 MB RAM for Windows 2000, or 256 MB for Windows XP
2 GB Free Disk Space for Windows 2000, or 3GB free Disk space for Windows XP
CD-ROM Drive
10/100 Fast Ethernet NIC
Video Adapter Card
17" Monitor or higher, 1280x1024 resolution
Keyboard & Mouse

Microsoft Windows 2000 Workstation License OR Microsoft Windows XP
Microsoft Internet Explorer 5.5 or higher – Public Internet access requires 128 bit encryption versions
Microsoft XML Parser Version 3.0, SP2

Scan Workstation (Refer to the Users Manual from the scanner manufacturer for minimum PC requirements.)

300 MHz Intel Processor or higher
128 MB RAM for Microsoft Windows 2000, or 256 MB for Microsoft Windows XP
2 GB Free Disk Space for Windows 2000, or 3GB Free Disk Space for Windows XP
CD-ROM Drive
10/100 Fast Ethernet NIC
Video Adapter Card
17" Monitor or higher, 1280x1024 resolution
Keyboard & Mouse

32 Bit TWAIN Scanner compatible with the native mode of the workstation's Operating System (contact Siemens for a current list of certified scanners)

Microsoft Windows 2000 Workstation License OR Microsoft Windows XP
Microsoft Internet Explorer 5.5 or higher – Public Internet access requires 128 bit encryption versions
Microsoft XML Parser Version 3.0, SP2

Imaging DI Fax Server (Optional)

Intel Server with (1) 1.26GHz or higher processor
1.44 MB 3.5" Diskette Drive
CD ROM Drive
10/100 MB Network Interface Cards
Video Adapter Card
Redundant Power Supply
Brooktrout 4-Port Fax Board, supported by Esker
56 Kbps Modem for Remote Diagnostics
768 MB RAM or higher
(2) 18.2 GB 10,000 RPM Wide Ultra SCSI, Hot Pluggable Hard Drives & Any Required Cabinetry
RAID 1
Dual Port SCSI RAID Controller
24x7, 4 Hour Response Time Hardware Maintenance

Microsoft Windows 2000 License
Esker Fax V3.0 Licensing and 12 Months Support for 4 Lines
Symantec pcANYWHERE V10.5 Host/Remote

Notes

- Siemens requires that all workstations include an updated copy of any anti-virus software.
- Customer is responsible for procuring the technology listed in this Schedule 1 and appropriate maintenance support with third party software vendors to have the rights to receive third party software updates from the software manufacturer.
- Contact Siemens prior to installation for current Fix Pack and Service Pack Requirements for required Third Party Software.
- One copy of pcANYWHERE32 Version 10.0 is required for each workstation type to support the Enterprise Document Management application.
- Wall Data Rumba Version 7.1.1 or Attachmate 7.1a are required for VT 220 emulation.

DECISION SUPPORT SCHEDULE 1

Date Composed: 8/20/03

Tracking Code: 021114DW1044S DSS 4.2

ASP

Applications

Release

Decision Support Systems

4.2

Customer Statistics

Total Number of DSS User Workstations	15
Maximum Number of Concurrent Users	10
Total Number of Citrix Users	10
Maximum Number of Concurrent Citrix Users	5
Number of Named Users that Need to Create/Modify Reports using Crystal Reports	5
Host System	
Inpatient Admissions/Year	TBD
Outpatient +ER Visits/Year	TBD
Signature Visits/Year	TBD
Number of Years Data to Back Load	TBD
Years Retention	TBD

NOTICE

This Schedule 1 remains valid for 30 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 Technology Solution is comprised of the following components:

- Common Workstation
- Application/Database/Web Server (located in the ISC)
- Windows 2000 Domain Controller Server (located in the ISC)

Common Workstation

Required Hardware

- An entry level Intel or 100% compatible Pentium II or Pentium III processor(400MHZ or higher)
- 1.44 MB 3.5" diskette drive
- CD-ROM drive
- 10/100MB network interface card supported by the network
- SVGA Local Bus video adapter (or Windows accelerated SVGA graphics adapter)
- 17" SVGA monitor
- Keyboard and Mouse
- 128 MB RAM
- (1) disk drive with 650MB of free disk space

Required Software**

- Microsoft Windows XP Professional, Windows 2000 Professional or Windows NT 4.0
- Microsoft Windows 2000 Client Access License
- Microsoft Windows 2000 Terminal Services Client Access License – Required Citrix Users – Included with Windows 2000 Professional
- Microsoft SQL Server 2000 Client Access Licenses
- Microsoft Office 2000 – Required for Web components of Office and printing web cube tables
- Citrix ICA Client – Required for Citrix users
- Microsoft Internet Explorer Version 6.0 or Version 5.5 SP2– Required for Web Publishing
- Industry standard virus protection software
- Crystal Decisions Reports Professional Version 8.5 License – Required for creating/modifying reports – **Note: Included in the ASP fee**
- Crystal Decisions Reports Version 8.5 Siemens Blanket Client Access License - Required for viewing reports with Web Publishing – **Note: Included in the ASP fee**
- Citrix Client License – **Note: Included in the ASP fee**
Citrix is required for users with the following functions:
 - Cost Accounting/Budgeting
 - DSS Administration Tools
 - Executive View Tools
 - Modify/Create Crystal Reports
 - Analytical Tool(V2.0 only)

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

Application/Database/Web Server

The Application/Database/Web Server provides access to the Scheduler and the Updater functions. The Application/Database/Web Server also provides local data management and data access capabilities for the Decision Support Systems and its informational application(s). To preserve service levels, the Application/Database/Web server is dedicated to the Decision Support Systems and its informational application(s).

The Application/Database/Web Server will be located and managed at the Siemens ISC.

Windows 2000 Domain Controller

Siemens applications using our new Windows based Security require a Windows 2000 Domain Controller, running in native mode, with all users and groups assigned.

The Windows 2000 security system provides benefits to our customers including:

- Provides HIPAA ready security for browser based applications
- Reduction of administration tasks
- Allows for interoperability among Kerberos applications
- Provides industry standard tools to manage security and organizational information

The Windows 2000 Domain Controller will be located and managed at the Siemens ISC.

Caveats

- Siemens assumes that an Uninterruptible Power Supply (UPS) system and power surge protection is currently in place for all equipment.
- Customer workstations must refer to the SIEMENS servers using their fully qualified domain names. (Example: rsodc10.rsodm10.smsrsm.com) The customer must have a DNS server that resolves names by contacting the appropriate DNS servers.
- 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.
- Executive View and Data Warehouse Scheduler functionality support E-mail notification on MAPI (Messaging Application Program Interface) compliant E-mail packages.
- Workstations, Workstation Software, and Peripherals(Printers, etc.) are not included in the solution price for this Schedule 1. Contact your Siemens Sales representative for more information.
- The required configuration for interfaces to and from the Decision Support System is to send the interface files through Siemens OPENLink using FTP.
- Technical support for creating/modifying Crystal Decision Reports must be obtained directly from Crystal Decisions. (<http://www.crystaldecisions.com>)

SIGNATURE RCO SCHEDULE 1

Base Data Storage and Extra Base Data Storage

SIGNATURE data storage Base Values, Increments and Fees shall be negotiated in good faith by the parties within 18 months of FPU using the following pricing information as a guide.

Signature Processing Requirements (PR). The Signature RCO Monthly Remote Computing Fee shall be adjusted, if necessary, based on the following formula:

$$\begin{aligned} & \text{Monthly Outpatient Visits} \\ & + \text{Monthly Emergency Room Visits} \\ & + \text{Monthly Ambulatory Visits} \\ & = \text{Processing Requirements (PR)} \end{aligned}$$

"Monthly Outpatient Visits", "Monthly Emergency Room Visits" and "Monthly Ambulatory Visits" shall be determined using the Facility's OSHPOD reports submitted to the State of California. Customer will submit a copy of this report each July to Siemens for the purposes of determining the new Processing Requirement for the subsequent year.

	<u>Base Data Storage Value</u>	<u>Data Storage Increment</u>	<u>Additional Data Storage Fee</u>
Patients on File	PR x 8	1 Patient	\$.015 per Patient on File
Charges on File	PR x 28	1 Charge	\$.025 per Charge on File
Appointments on File	PR x 8	1 Appointment	\$.068 per Appointment
Reports	725	1 Report Unit	\$2.50 per report Unit

The reports allowance includes AD HOC reports. The resource scheduling and billing audit reports are included in the base SIGNATURE system and are not included in the report allowance.

Adjustments to the Signature Data Storage Values shall be subject to the same terms and conditions at the INVISION Data Storage provisions detailed in Supplement 1 Section 10.5.

EXPRESS QUERY SCHEDULE 1

Composed for: San Mateo
Date Composed: 8/20/03
Tracking Code: 030820DW1120S

<u>Applications</u>	<u>Release</u>
Express Query	2.0

Customer Statistics

Total Number of Workstations/Named Users	600
Maximum Number of Concurrent Users	500
Maximum Number of INVISION Hospital Sites	30

This Siemens Solution is comprised of the following components:

- Client Device
- Web Server
- DB2 connect Server
- Windows 2000 Domain Controller

Client Workstation

Required Hardware

- An entry level Intel Pentium II or Pentium III processor(300MHZ or higher)
- 1.44 MB 3.5" diskette drive
- CD ROM drive
- 10/100MB Network Interface Card
- SVGA Local Bus video adapter
- 15" Color Monitor
- Keyboard and Mouse
- 128 MB RAM
- (1) disk drives with 630 MB of disk space

Required Software

- Microsoft Windows XP Professional, Windows 2000 Professional or Windows NT 4.0
- Microsoft Windows 2000 Client Access License
- Microsoft Excel 97, 2000, or XP – Required if the need to export data from the browser
- Microsoft Internet Explorer Version 6.0 or Version 5.5

Web Server

The Web Server will be located and managed at the Siemens ISC.

DB2 Connect Server

The DB2 Connect Server will be located and managed at the Siemens ISC.

Windows 2000 Domain Controller

The Windows 2000 Domain Controller Server will be located and managed at the Siemens ISC.

Note

- ISC Hosted delivery requires the customer workstations to refer to the Siemens servers using their fully qualified domain names. (example: rsodc10.rsodm10.smsrsm.com) The customer must have a DNS server that resolves names by contacting the appropriate DNS servers. For additional details, please refer to the APR Network documentation.

BROWSER TECHNOLOGY SCHEDULE 1

Date Composed: 08/14/03

<u>Applications</u>	<u>Release</u>
Browser Technology OAS Gold RCO	V24

Customer Statistics
Maximum Number of Concurrent Users **270**

The Siemens Technology Solution includes the following components:

- Client Workstation
- Cache Engine

Client Workstation

Required Hardware:

- A 133 MHz (or greater) Intel or 100% compatible Pentium-class processor.
- 1.44 MB 3.5" Diskette Drive
- CD-ROM Drive
- A 32-bit high performance Network Interface Card supported by the network operating system and cable type (Required for LAN-based IP access or IP access via dial-up modem).
- An SVGA Local Bus (or Windows accelerated) video adapter
- 17" SVGA Monitor (Screen resolution must be set to 800x600 pixels)
- Keyboard and Mouse
- 32 MB RAM (64 MB for Windows NT).
- (1) Disk drive with 500 MB of free disk space

Required Software:

- Microsoft Windows 98, Windows NT 4.0 with Service Pack 4 (or higher), Microsoft Windows 2000 Professional or Windows XP Professional.
- Microsoft Internet Explorer 4.01, 5.0 or 5.5 (Downloadable - Public internet access requires 128 bit encryption versions).
- Microsoft Internet Explorer 6.0 is supported on Windows XP Professional and Windows 2000 Professional on

Cache Engine

Required Hardware:

- Entry level Cisco Cache Engine with 110V Power Cord
- 128 MB SDRAM
- 8 MB Flash Memory
- (2) Autosensing 10BaseT/100 Base-TX Ports

Required Software:

- Cisco Cache Engine Software Version X.X

Required Service

- Cisco 24x7, 4 Hour Response Time Hardware and Software Maintenance

Notes

- The above configuration requires the TCP/IP Protocol. The above configuration assumes its use at the hospital site.
- For optimal performance workstations primarily using OAS/Gold Builder, 96 Megabytes minimum of memory and a 300 MHz Pentium III is recommended.
- OAS/Gold auto-remapping may increase mainframe CPU utilization. The increase is dependent on total number of concurrent users. The increase will range from less than 1% for small configurations up to 3% when fully deployed. This increase is relative to the same transaction volume and application mix being performed on 3270 devices.
- It is highly recommended that the Microsoft Internet Explorer Active Desktop be turned off.

DASHBOARD SCHEDULE 1

Composed for: San Mateo
Date Composed: 8/1/2003
Tracking Code: 030801TL0500S

Applications
Health Enterprise Dashboard ASP

Release
V2.1

Customer Statistics

Total Number of Dashboard users 500

Client Workstation

Required Hardware:

- A 466 MHz (or greater) Intel or 100% compatible Pentium-class processor.
- 1.44 MB 3.5" Diskette Drive
- CD-ROM Drive
- A 32-bit high performance Network Interface Card supported by the network operating system and cable type (Required for LAN-based IP access or IP access via dial-up modem).
- An SVGA Local Bus (or Windows accelerated) video adapter
- 17" SVGA Monitor (Screen resolution must be set to 800x600 pixels)
- Keyboard and Mouse
- 64 MB RAM
- (1) disk drive with 500 MB of free disk space.

Required Software:

- Microsoft Windows 98, Windows NT 4.0 with Service Pack 6a, Microsoft Windows 2000 Professional, or Microsoft Windows XP
- Microsoft Internet Explorer 5.0, 5.5, or 6.0(Downloadable - Public internet access requires 128 bit encryption versions).

WAN SCHEDULE 1

Composed for: San Mateo
Date Composed: 8/1/2003

<u>Product Description</u>	<u>Qty</u>	<u>Cost</u>	<u>Siemens Item #</u>
Customer Site			
Mid Performance Dual 10/100 Ethernet Router w/Cisco IOS IP	2		
Power Cord,110V	2		
Cisco 2600 Series IOS IP PLUS	2		
32 to 64MB DRAM factory upgrade for Cisco 261x/2xXM	2		
16 to 32 MB Flash Factory Upgrade for the Cisco 2600XM	2		
1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	2		
2-Port Serial WAN Interface Card	2		
10' 10Base-T Lan Cable	2		
CSU TO TELCO SHIELDED TWISTED PAIR CABLE @ 50'	2		
56K V.92 External Faxmodem	2		
	Subtotal	\$9,802	
Siemens ISC			
Mid Performance Dual 10/100 Ethernet Router w/Cisco IOS IP	2		
Power Cord,110V	2		
Cisco 2600 Series IOS IP PLUS	2		
32 to 64MB DRAM factory upgrade for Cisco 261x/2xXM	2		
16 to 32 MB Flash Factory Upgrade for the Cisco 2600XM	2		
1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	2		
5' 10Base-T Lan Cable	2		
10BASE-T CROSSOVER CABLE @ 5'	1		
CSU TO TELCO SHIELDED TWISTED PAIR CABLE @ 50'	2		
	Subtotal	\$8,702	
WAN Routers	Total	\$18,504	7680411

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Siemens Medical Solutions
Contact Person: Human Resources
Address: 51 Valley Stream Parkway
Malvern, PA 19355
Phone Number: (610) 219-6300
Fax Number: (610) 219-3124

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Ronald M. Castleberry
Signature

Ronald M. Castleberry
Name (Please Print)

Regional V.P.
Title

September 12, 2003
Date

**SAN MATEO COUNTY
MEMORANDUM**

DATE: August 12, 2003
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Pamela Watson
FAX: 7800 PONY: ISD120
SUBJECT: **Contract Insurance Approval**

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Siemens Medical Solutions USA, Inc. "Siemens"

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:
No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Professional Services,
Maintenance for Software Applications, etc.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REMARKS/COMMENTS:				

Priscilla Morse 8-12-03
Risk Management Signature Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/08/03

PRODUCER
MARSH USA INC.
44 Whippany Road
P.O. Box 1966
Morristown, NJ 07962-1966

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

100129-MEDUS-

COMPANIES AFFORDING COVERAGE	
COMPANY	A INSURANCE CORPORATION OF HANNOVER
COMPANY	B N/A
COMPANY	C LIBERTY MUTUAL INSURANCE COMPANY
COMPANY	D

INSURED
SIEMENS CORPORATION INCLUDING:
SIEMENS MEDICAL SOLUTIONS USA, INC.
186 WOOD AVENUE SOUTH
ISELIN, NJ 08830

COVERAGES This certificate supersedes and replaces any previously issued certificate.

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	ICH GL 132-02	10/01/02	10/01/03	GENERAL AGGREGATE \$ 7,500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ INCL.
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 100,000
					COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS				
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY				
	<input type="checkbox"/> UMBRELLA FORM				
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA7-63D-004334-012 (AOS)	10/01/02	10/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		WC7-631-004334-022	10/01/02	10/01/03	EACH ACCIDENT \$ 1,000,000
		(AK, ID, MT, OR, & WI)			DISEASE - POLICY LIMIT \$ 1,000,000
		EW7-63N-004334-042 (WA-XS)	10/01/02	10/01/03	DISEASE - EACH EMPLOYEE \$ 1,000,000
		OTHER			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
SAN MATEO COUNTY IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY INSURE PER WRITTEN AGREEMENT.					

CERTIFICATE HOLDER NYC 001780144-02

CANCELLATION

SAN MATEO COUNTY
255 WEST 37TH AVENUE
SAN MATEO, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AMTHEM/ELI/ELI/ELI/ELI/ELI MARSH USA INC.
Lillian Campbell *Lillian Campbell*

ACORD 25 (1/00)

© ACORD CORPORATION 1988

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CLE-001124506-01

PRODUCER

MARSH
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A COLUMBIA CASUALTY INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

21780-SHARE-EDP-03/04

INSURED

SIEMENS MEDICAL SOLUTIONS HEALTH SERVICES CORP.
HEALTHCARE DATA EXCHANGE, LLC
ATTN: MR. STEPHEN WALLEY, INS MGR
51 VALLEY STREAM PARKWAY
MALVERN, PA 19355

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
A	OTHER TECHNOLOGY PROFESSIONAL LIABILITY	267868859 CLAIMS MADE POLICY	04/27/03	04/27/04	AGGREGATE RETENTION	1,000,000 2,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SIEMENS MEDICAL SOLUTIONS USA, INC. IS AN INSURED SOLELY AS RESPECTS THE SALES, MARKETING, DISTRIBUTION AND INSTALLATION OF SIEMENS MEDICAL SOLUTIONS HEALTH SERVICES CORPORATION PRODUCTS AND SERVICES, SUBJECT TO FINAL WORDING TO BE DETERMINED BY THE INSURER.
RE: PROFESSIONAL SERVICES CONTRACT.

CERTIFICATE HOLDER

SAN MATEO COUNTY
255 WEST 37TH AVENUE
SAN MATEO, CA 94403

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Mary Radaszewski

Mary Radaszewski

MM1(3/02)

VALID AS OF: 08/05/03