

Contract Number \_\_\_\_\_

## Exhibit A

### Dictaphone Agreement (Healthcare)

This Dictaphone Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2006 (the "Effective Date") by and between DICTAPHONE CORPORATION, a Delaware corporation with its principal office at 3191 Broadbridge Avenue, Stratford, CT 06614 ("Dictaphone") and County of San Mateo a \_\_\_\_\_ corporation with offices at 222 W. 39th Avenue ("Customer").  
San Mateo, CALIFORNIA 94403

### Background

Dictaphone produces, markets and sells to healthcare institutions systems that apply advanced technologies (including speech recognition, natural language processing, coding and Internet technologies) to, among other things, the tasks of medical dictation, transcription and text management. Customer is a healthcare institution that desires from time to time to license Programs (as defined below) and purchase related equipment and services from Dictaphone. Dictaphone is willing on the terms set forth in this Agreement to grant such licenses and sell such equipment and services to Customer.

### Agreement

NOW, THEREFORE, Dictaphone and Customer, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following defined terms have the meanings indicated below.

"Agreement" means this Dictaphone Agreement and any and all attachments including (i) any Order, (ii) the Hardware and Software Maintenance Options (Healthcare), and (iii) the Dictaphone Corporation Business Associate Agreement (HIPAA Document).

"Assignor" has the meaning ascribed to it by Section 23.c of Agreement.

"Claim" has the meaning ascribed to it by Section 16 of this Agreement.

"Confidential Information" shall have the meaning ascribed to it by Section 13 of this Agreement.

"Contract Number" means the number appearing in the top left corner of the first page of this Agreement.

"Contracting Period" means the period commencing on the Effective Date and ending on the third (3<sup>rd</sup>) anniversary of the Effective Date or such later date as the parties may specify by written agreement.

"Dictaphone Equipment" means Equipment other than Third Party Equipment.

"Dictaphone Corporation Business Associate Agreement (HIPAA Document)" means the Dictaphone Corporation Business Associate Agreement (HIPAA Document) set forth in Attachment A-3 attached hereto.

"Disclosing Party" has the meaning ascribed to it by Section 13 of this Agreement.

"Documentation" means such end user documentation as Dictaphone provides to Customer in the performance of an Order.

"Effective Date" has the meaning ascribed to it in the preamble to this Agreement.

"Employee" has the meaning ascribed to it by Section 20 of this Agreement.

"Employing Party" has the meaning ascribed to it by Section 20 of this Agreement.

"Equipment" means the equipment or hardware to be supplied by Dictaphone to Customer pursuant to an Order.

"Fees" has the meaning ascribed to it in Section 10 of this Agreement.

"Hardware and Software Maintenance Options (Healthcare)" means the Hardware and Software Maintenance Options (Healthcare) set forth in Attachment A-2 attached hereto.

"Indemnified Party" has the meaning ascribed to it by Section 9.b of this Agreement.

"Initial Order" means the first order for Products, dated as of the Effective Date, placed by Customer under this Agreement.

"Initial Service Term" has the meaning ascribed to it by Section 8.a of this Agreement of this Agreement.

"Maintenance Services" has the meaning ascribed to it by Section 8.a of this Agreement.

"Number of Authorized Users" means the number of natural persons that are simultaneously authorized to use the speech recognition features of the Programs.

"Order" means a Supplement or Purchase Order.

"Products" means the Programs (or licenses thereto) and Equipment, collectively.

"Professional Services" shall mean those implementation services to be provided by Dictaphone pursuant to an Order, such as installation, applications training solution services, project management services and/or consulting services.

"Program" means (i) the object code version of any Dictaphone proprietary software product specified by an Order, (ii) all Updates thereto provided by Dictaphone in the performance of an Order, (iii) any customized features and functions provided by Dictaphone pursuant to this Agreement, and (iv) all related Documentation. Except as expressly provided by this Agreement or the applicable Order, "Program" does not include Third Party Software.

"Purchase Order" has the meaning ascribed to it by Section 2.c of this Agreement.

"Renewal Service Term" has the meaning ascribed to it by Section 8.a of this Agreement.

"Services" means Professional Services and/or Maintenance Services, as applicable.

"Supplement" means a supplement substantially in the form set forth in Exhibit A to this Agreement executed by the parties from time to time during the Contracting Period.

"Third Party Equipment" means equipment or hardware manufactured by a third party and identified as such by the applicable Order.

"Third Party Software" means software proprietary to a third party and identified as such by the applicable Order.

"Update" means a release of a Program that includes bug fixes and/or fixes of minor errors and/or corrections or minor enhancements only, and no new major features, and that is identified by an increase in a release or version number to the right of the first decimal (for example, an increase from Version 5.1 to 5.2 or from Version 5.1.1 to 5.1.2). "Update" shall not be construed to include Upgrades.

"Upgrade" means a release of the Program that includes additional capabilities (functionality) and/or major enhancements over versions of the Programs previously supplied to Customer, and that is identified by an increase in the release or version number to the left of the decimal (for example, an increase from Version 5.2 to Version 6.0).

## **2. Scope of Agreement.**

a. Scope. Subject to the terms and conditions of this Agreement (including payment by Customer of all amounts owing under this Agreement), Dictaphone shall supply to Customer the Products, Third Party Software and/or Services specified by each Order into which the parties enter pursuant to Section 2.c, below. Each Order will constitute a separate contract between the parties, and will be governed in all respects by the terms and conditions of this Agreement. This Agreement and each Order, to the extent reasonably possible, shall be construed so as to be consistent with each other.

b. Order Process. From time to time during the Contracting Period, Customer may agree to purchase Products, Third Party Software and/or Services from Dictaphone by:

(i) If the total value of such Products, Third Party Software and/or Services is greater than \$25,000, entering into an Amendment to this Agreement ; or

(ii) If the total value of such Products, Third Party Software and/or Services is less than \$25,000, submitting to Dictaphone one or more purchase orders, which will become effective when accepted in writing by Dictaphone (each such accepted purchase order being referred to in this Agreement as a "Purchase Order"). Dictaphone shall make commercially reasonable efforts to accept or reject each purchase order within seven (7) days of receiving the same. Dictaphone's failure to accept or reject a purchase order within such seven-day period shall be deemed a rejection of the purchase order. Dictaphone reserves the right to reject any purchase order, and will

generally reject any purchase order unless, among other things, it (i) refers (by Contract Number) to and incorporates the terms and conditions of this Agreement, (ii) is for Products, Third Party Software and/or Services having an aggregate dollar value no greater than \$25,000, (iii) does not purport to incorporate substantive terms or conditions supplementing or conflicting with the terms and conditions of this Agreement, and (iv) contains a sufficient level of specificity with respect to the description, pricing, quantity etc. of the Products, Third Party Software and/or Services being procured.

(iii) At Customer's request, Dictaphone will make commercially reasonable efforts to assist Customer to prepare a purchase order acceptable to Dictaphone.

## **3. Grant of License; Limitations.**

a. License Grant. Subject to the terms and conditions of this Agreement (including payment in full of all amounts due under this Agreement), Dictaphone hereby grants Customer a non-exclusive, non-transferable perpetual license to use the Programs specified by the applicable Order, in each case, solely for Customer's internal business purposes.

b. Limitations and Restrictions. Customer agrees that it shall not, and shall not permit any of its employees or independent contractors or any other third party to, (i) duplicate the Programs for any purpose other than as necessary to use the same as contemplated by this Agreement and for archival and disaster recovery purposes, (ii) publish the Programs or use the same other than for the purposes described in Section 3.a of this Agreement, (iii) reverse engineer, disassemble, decompile or translate the Programs; (iv) change, modify or otherwise alter the Programs, (v) assign, transfer, pledge, rent, share or sublicense any of the Programs without Dictaphone's prior written consent; (vi) grant any third party access to or use of the Programs on a service bureau, timesharing or application service provider basis or otherwise, (vii) grant any third party access to the computers on which the Programs have been installed, except such access may be granted to Customer's contractors solely for the purpose of maintaining and supporting Customer's computers and computer systems, or (v) defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third party in defeating or circumventing controls the Program places on the Number of Authorized Users. In addition, Customer shall adhere (and cause its users to adhere) to the limitations specified by the applicable Order. Without limiting the foregoing, Customer shall not exceed, and shall not permit any of its employees or independent contractors or any third party to exceed, directly or indirectly the limitations imposed by the applicable Order on the number of seats or users of any Programs.

4. Third Party Software. Subject to the terms and conditions of this Agreement (including payment in full of the amounts due under this Agreement), Dictaphone shall sell to Customer, and Customer shall purchase from Dictaphone, licenses to use the Third Party Software identified by the applicable Order. Each such license shall be governed in all respects by the license, maintenance terms and other terms and conditions specified by the applicable third party vendor.



5. **Equipment.** Subject to the terms and conditions of this Agreement, Dictaphone shall sell to Customer, and Customer shall purchase and pay for, the quantities of Equipment established by each Order.

6. **Shipping; Returns.**

a. **Delivery.** Customer shall bear all shipping, freight and transportation charges from Dictaphone's facility. Dictaphone, subject to Customer's payment of the amounts due under this Agreement, shall use commercially reasonable efforts to deliver the Products to the carrier on or before the date mutually agreed by the parties. Delivery dates are approximate only, and Dictaphone shall not be liable for delays or for failure to manufacture and/or deliver due to causes beyond its reasonable control. In the event of a Product shortage, Dictaphone shall have the right to allocate its available Products among its customers in such a manner as Dictaphone may consider equitable.

b. **Title; Risk of Loss.** Title to the Equipment shall pass to Customer upon Dictaphone's receipt of payment therefor. Risk of loss or damage to the Products or any part thereof shall pass to the Customer upon delivery from the carrier to the Customer.

c. **Returns.** Dictaphone shall not be required to accept return of any Product properly delivered pursuant to any Order. In the event Dictaphone, in its sole discretion, accepts return of any Product, and the Product is returned in its original condition, Dictaphone shall credit Customer for the purchase price (excluding shipping and related delivery charges) net of a packing and write-down fee of 20% of the net value of the Product so returned. Customer will not incur a restocking and write-down fee in the event the Product is returned to Dictaphone for non-performance or failure to conform to the warranty extended by Section 14.c of this Agreement. Nothing in this Section 6.c shall be construed to require Dictaphone to refund or credit any amounts Customer pays for Professional Services.

7. **Professional Services.**

a. **General.** Subject to the terms and conditions set forth in this Agreement, Dictaphone will provide such Professional Services as may be specified by the applicable Order.

b. **Training.**

(i) Unless otherwise agreed to by the parties hereto, all training sessions scheduled hereunder will be held at Dictaphone's Customer Education Center(s) during the hours of 8 a.m. to 5 p.m. local time, Monday through Friday, excluding holidays. In the event the parties agree to hold training sessions at Customer's site, all such sessions (including travel time) will occur during the hours of 8 a.m. to 5 p.m. Pacific Standard Time, Monday through Friday, excluding holidays.

(ii) Customer shall ensure that (a) all training session attendees are bona fide employees of Customer and (b) all attendees have the necessary skill, experience and competence to participate in the training sessions. Dictaphone shall have the

right to request that any attendee who, in Dictaphone's reasonable judgment, is found not to be incompetent (i.e., does

not have a working knowledge of the applicable operating system) be removed from training sessions.

c. **Rescheduling of Services.** Either party may reschedule or cancel any Professional Services by notice delivered to the other party at least five (5) business days prior to the scheduled start date of the Professional Services. The parties agree that rescheduling or canceling Professional Services less than five (5) business days prior to the scheduled start date may cause the other party to incur certain costs and, unless the need to reschedule or cancel arises because Products have not been timely installed through no fault of the rescheduling party, agree to reimburse that party for any actual incurred costs as a result of such rescheduling or cancellation (e.g., airline ticket deposits, etc.). Notwithstanding the foregoing, if the reason for such rescheduling or cancellation is that the installation of the Products at the installation site is delayed due to no fault of rescheduling party, then the rescheduling party (i) will not be obligated to satisfy the notice requirement of this section and (ii) will have no liability to the other party with respect to such rescheduling or cancellation. In the event of any such rescheduling or cancellation, the parties will use commercially reasonable efforts to work with each other to agree upon a new date and/or schedule for the Professional Services.

d. **On-Location Professional Services.** If an Order contemplates that Dictaphone will perform Professional Services at any location other than Dictaphone's facilities, Customer shall:

(i) pay Dictaphone for any travel-related expenses at the per diem rate which is \$188.00 per day. This rate is subject to change with the prior written approval of the Customer. The per diem rate is for travel-related expenses incurred including, but not limited to airfare, mileage, hotel accommodations, rental car, meals, tolls, parking fees and other miscellaneous travel-related expenses. Any such travel-related expenses incurred and billed to Customer are non-refundable. All amounts billed and paid in accordance with this Section 7.d shall be nonrefundable.

(ii) provide or arrange for necessary equipment, information, and facilities, which may include, but are not limited to, furnished offices, telephones and reasonable access to office equipment (photocopiers, fax machines, etc.) and office supplies, proper system interfaces, server access, prior installation and testing of the applicable system and/or network, a comfortable classroom environment, a white board or other similar medium, adequate air conditioning or heating or as may be otherwise specified by Dictaphone to Customer.

8. **Maintenance Services.**

a. **Scope.** For an initial term of one (1) year following installation (the "**Initial Service Term**"), Dictaphone shall provide the maintenance and support services for the Products (the "**Maintenance Services**") selected by Customer in the applicable Order. Thereafter, Maintenance Services may be renewed by the Customer for four (4) consecutive one-year terms (each, a "**Renewal Service Term**") with at least a thirty (30) day prior written notice to Dictaphone unless terminated by either party pursuant to Section 11 of this Agreement. Except as the parties expressly agree in writing, termination or expiration of Maintenance Services with respect to any Program shall

apply to all copies of the Program licensed to Customer. With respect to a Renewal Service Term, Dictaphone's obligations to provide, and Customer's right to receive, Maintenance Services will be established with reference to Dictaphone's then-current maintenance programs and policies. Exhibit B to this Agreement describes the Maintenance Service options Dictaphone makes available as of the Effective Date.

b. Limitations.

(i) Except as the parties may expressly agree in writing, Maintenance Services shall in no event include services related to, or in any way connected with: (a) any modification of the Products by anyone other than Dictaphone, (b) the use of the Products other than its intended purpose, (c) the use of any third party peripheral devices or add-ons not supplied or specified by Dictaphone, or Customer-supplied software or third party-supplied software or interfacing, (d) the failure by Customer to properly install or maintain the Products or associated equipment, software or firmware, (e) any willful or negligent action or omission of Customer, (f) any misuse of the Products, (g) any computer malfunction, or (h) any incorrect use of the Products that is not directly caused by or attributable to the Products, (i) damage to Products from any external source such as, but not limited to, computer viruses unattributable to Dictaphone, computer hackers, fires, floods, lightning, earthquakes, natural disasters, riots, acts of war, acts of terrorism, radiation, or nuclear events, failures or fluctuations of electrical power or the operation of the Products outside of the environmental specifications applicable to them. In addition, supplies such as expendable batteries, recording media, disks, printwheels, or other consumables, including but not limited to, printer maintenance kits, are not covered under Maintenance Services.

c. Cancellation and Reinstatement of Service. If there is a break between the expiration or termination of Maintenance Services with respect to any unit of Product and the reinstatement of Maintenance Services for such Product, Customer (in addition to paying the applicable Maintenance fees) shall pay the Maintenance Services fees that would have accrued during the intervening period. In addition, Dictaphone at its option shall inspect the Products and operating environment and if Dictaphone determines in its sole discretion that any repairs, modification, Updates and/or Upgrades are necessary to bring Customer into compliance with Dictaphone's then-current specifications, Dictaphone shall be entitled to invoice Customer therefor at Dictaphone's then-current rates.

9. Customer's Obligations. Customer shall timely perform the obligations imposed on it by this Agreement and each Order. In addition, Customer agrees as follows:

a. Data Preservation. Customer will create and preserve reasonable backup copies of its data and other business information and records, perform accuracy checks on a routine basis, and take such other precautions as may reasonably be required to detect and guard against possible malfunctions, loss of data, or unauthorized access to Customer's computer systems.

b. Speech Recognition. Customer acknowledges that speech recognition is a statistical process, recognition errors are

inherent in the process of speech recognition, and speech recognition applications are designed to allow for such errors in the recognition process. Customer further acknowledges that such errors are inevitable and agrees that, as between Dictaphone and Customer, it is the sole responsibility of Customer to identify and correct any such recognition errors before using and/or relying on the results of the use of any speech recognition software program licensed hereunder. Accordingly, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS DICTAPHONE, ITS AFFILIATES, LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, COSTS, DAMAGES, CLAIMS OR EXPENSES ARISING OUT OF, OR RELATED TO, ANY CLAIMS OR SUITS, WHATEVER THEIR NATURE AND HOWEVER ARISING, WHICH MAY BE BROUGHT OR MADE AGAINST ANY INDEMNIFIED PARTY BY REASON OR ARISING FROM ANY ALLEGATION THAT THE USE BY CUSTOMER OF ANY SPEECH RECOGNITION SOFTWARE PROGRAM LICENSED HEREUNDER DIRECTLY OR INDIRECTLY CAUSED OR CONTRIBUTED TO THE WRONGFUL DEATH OR PERSONAL INJURY OF A THIRD PARTY TO WHOM CUSTOMER OFFERED OR PROVIDED RADIOLOGICAL OR OTHER MEDICAL OR MEDICAL-RELATED SERVICES.

c. Customer Data. Customer shall provide Dictaphone access to voice and text data residing on the Products located at Customer's installation site. Subject to the remainder of this Section 9.c, Customer grants Dictaphone a perpetual, royalty-free license to copy, use, analyze, distribute and make such use of the data as Dictaphone may determine, including, without limitation, combining such data with other data, and incorporating such data in studies, analyses, speech recognition research (including research distributed to third parties and/or published). Except as Customer expressly consents in writing, Dictaphone agrees it shall in no event release or disclose to any third party data that can be identified as originating from Customer, nor will it identify, either directly or indirectly, any patient, provider, payor or other party identified in the data received from Customer, nor will such data be utilized in any study, report or publication without first being mixed with a significant body of other data such that neither Customer nor any patient, provider or payor can be identified. Dictaphone's rights to use such data and Dictaphone's obligations under Attachment A-3 shall survive the termination of this Agreement. All Products and all studies, reports, analyses and other data, information or materials created in whole or part using said data in accordance with the restrictions set forth in this section shall be and remain the sole property of Dictaphone.

10. Payments.

a. In consideration for the Products, Third Party Software and/or Services provided by Dictaphone under this Agreement or any Order, Customer agrees to pay, as applicable, all of the fees and other charges (including, but not limited to, all taxes, shipping, freight, handling and similar costs) specified in the applicable Order (collectively, the "Fees") as follows:



(i) For the Initial Order, Customer will pay for the Program, Third Party Software, Equipment and/or Professional Service Fees as applicable as follows: sixty percent (60%) of the aggregate purchase price (including any applicable sales tax or portion thereof) upon delivery, twenty percent (20%) of the aggregate purchase price (including any applicable sales tax or portion thereof) upon successful completion of installation, and the balance (including any applicable sales tax or portion thereof) upon First Productive Use. 100% of the Maintenance Service Fee will be due upon successful completion of installation. All invoices shall be due and payable within thirty (30) days of such invoice. For purposes of this Agreement, First Productive Use is defined as the first day data is capable of being processed through the system. In the event implementation is delayed more than ninety (90) days before First Productive Use for reasons beyond Dictaphone's control and Customer has not given Dictaphone written notice of any failure of the Products to perform substantially in conformance with the Documentation, First Productive Use will be deemed to have occurred.

(ii) For subsequent Orders under \$25,000, Dictaphone will invoice Customer for all Programs, Third Party Software, Equipment Professional Service Fees and/or Maintenance Fees (30) days after the later of delivery or installation. Such invoice shall be due and payable within thirty (30) days of the date of such invoice. For subsequent Orders over \$25,000 the parties will use commercially reasonable efforts to enter into an Amendment to this Agreement that contains payment terms mutually acceptable to both parties.

**Maintenance Services.** Customer shall pay the Maintenance Service Fees in respect of the Initial Service Term within thirty (30) days of the date of Dictaphone's invoice therefor. Dictaphone will invoice Customer for Maintenance Service Fees in respect of each Renewal Service Term at the then-current rates at least thirty (30) days prior to the first day of such Renewal Service Term, and Customer will pay such Maintenance Service Fees within thirty (30) days of the invoice date. If the applicable Order does not specify a Maintenance Service Fee for a given unit of Product, the applicable Maintenance Service Fee will equal then-current rates as of the first day of the Initial Service Term or the Renewal Service Term, as applicable. Notwithstanding any provision of this Agreement or any Order, Dictaphone shall in no event be obligated to provide any Maintenance Services before receiving full payment on the applicable invoice.

c. **Expenses.** Except as otherwise set forth herein all prices are net to Dictaphone and are exclusive of any duties, travel, telecommunication and other out-of-pocket expenses that may be incurred. All expenses incurred may not exceed \$500.00 without the Customer's prior written approval. Customer shall pay all such expenses within thirty (30) days of Dictaphone's invoice therefor.

d. **Price Adjustments.** In the case of Maintenance Services, Fees will be adjusted annually at a rate not to exceed three percent (3%) of the previous years' Fee.

**Taxes.** Except to the extent expressly provided by the applicable Order, all amounts described herein are exclusive of any applicable sales, use, excise or withholding taxes or any

other taxes, fees, customs duties and charges now in force or enacted in the future. Accordingly, all payments are subject to an increase equal to any charges Dictaphone may be required to collect or pay, other than the tax due on the net income of Dictaphone. If Customer claims tax-exempt status, Customer shall provide a valid exemption certificate to Dictaphone upon the execution of this Agreement and upon the execution of each Order. Customers failing to provide a valid exemption certificate will be responsible for any and all sales taxes.

f. **Late Fees.** If Customer fails to pay any Fee when due, Dictaphone shall be entitled to assess a late fee equal to one and one-half percent (1.5%) of the past due balance for each month or part thereof that the balance remains outstanding or, if lower, the maximum rate permitted by applicable law.

## **11. Term; Termination.**

a. **Term.** This Agreement shall become effective as of the Effective Date and, unless sooner terminated in accordance with Section 11.b hereof, shall continue until the expiration of the Contracting Period.

b. **Termination for Cause.**

(i) Either party may terminate any Order by written notice if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach or (ii) the other party shall be or becomes insolvent.

(ii) Dictaphone reserves the right to suspend Professional Services, Maintenance Services and other services to the Customer under any and all Orders, if applicable, during any period in which the Customer's account under any one or more Orders, if applicable, is more than sixty (60) days past due.

c. **Effect of Termination or Expiration.**

(i) Upon the termination of any Order by either party, all licenses granted to Customer under such Order shall terminate and Customer shall cease using the applicable Programs and shall return same to Dictaphone.

(ii) Neither the expiration nor termination of this Agreement or any individual Orders shall affect the parties' respective payment obligations or their rights and obligations under Sections 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23.

## **12. Ownership and Proprietary Rights.**

a. **General Ownership Provisions.** Dictaphone, as between Dictaphone and Customer, shall own all right, title and interest in and to all Programs (including, without limitation, all Updates, improvements, or enhancements, and custom features and functions), and all patents, copyrights and other intellectual property rights therein. Effective on delivery of each Update to Customer, Dictaphone shall be deemed to have granted Customer a license to use such Update in conjunction with the Program to which such Update relates. Dictaphone shall retain the exclusive right to reproduce, publish, patent, copyright, sell, license, transfer and otherwise make use of the Programs and all such inventions, discoveries, improvements, enhancements and methodologies, without accounting or attribution to Customer.

b. Unauthorized Use. Customer shall notify Dictaphone of the unauthorized possession, use, or knowledge of any item supplied under this Agreement and of other information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge immediately upon its obtaining of any actual knowledge or notice thereof.

### 13. Confidentiality.

a. "Confidential Information" for the purposes of this Agreement shall mean all tangible and intangible confidential and proprietary information and trade secrets (whether or not patentable or copyrightable), owned or possessed by either party ("Disclosing Party") prior to the expiration or termination of this Agreement, including without limitation, each party's and its affiliates' and subsidiaries' business/customer information, business practices, data processes, computer or software products or programs and all related documentation, cost and pricing data, know-how, marketing or business plans, analytical methods and procedures, hardware design, technology, financial information, patient information or personnel or customer data, in each case that is disclosed to the other party ("Receiving Party") or to which the Recipient gains access in connection with this Agreement.

b. Exclusions. The obligations to preserve the confidential nature of any of the Confidential Information described herein shall not apply to information that (i) was previously known to the Receiving Party free of any obligation to keep it confidential; (ii) is or becomes generally known to the public or is obtainable from public sources other than as a result of an act or omission of the Receiving Party, (iii) is independently developed by or on behalf of the Receiving Party without use of or reference to the Disclosing Party's confidential information or (iv) the Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction. If disclosure is compelled pursuant to subsection (iv) of this section, the Receiving Party shall give the Disclosing Party reasonable notice to enable such party to try to protect the confidentiality of the Confidential Information.

#### c. Nondisclosure.

(i) The Receiving Party agrees (i) to hold the Disclosing Party's Confidential Information in strict confidence, and apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, and not to disclose such Confidential Information to any third party, and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement.

(ii) The Receiving Party agrees to limit disclosure of the Disclosing Party's Confidential Information to those employees who need to know the same to accomplish the purposes of this Agreement, and who have executed a written agreement not to disclose the Disclosing Party's Confidential Information or use it in any manner other than in furtherance of this Agreement.

### 14. Limited Warranties.

a. Title Warranties. Dictaphone warrants that it has sufficient right, title and interest in the Programs to grant the licenses contemplated by this Agreement, and that the Equipment as delivered will be free and clear of all liens and encumbrances.

b. Program Warranty. Dictaphone warrants that, upon installation (in the case of Programs that, pursuant to the applicable Order, are to be installed by Dictaphone) or delivery (in all other cases) and for a period of ninety (90) days thereafter, the Programs shall conform in all material respects to the applicable Documentation.

c. Equipment Warranty. Dictaphone warrants that, upon installation (in the case of Dictaphone Equipment that, pursuant to the applicable Order is to be installed by Dictaphone) or delivery (in all other cases) and for a period of ninety (90) days thereafter, the Dictaphone Equipment shall conform in all material respects to the applicable specifications.

d. Services Warranty. Dictaphone warrants that the Services provided by Dictaphone pursuant to this Agreement shall be of a competent and professional quality and performed in a competent and professional manner.

e. Limitation of Warranties. Dictaphone makes no representation or warranty that any Product will interoperate with any product or equipment not supplied or specified by Dictaphone, and shall have no responsibility for damage to the Products that is not attributable to Dictaphone including, but not limited to, damage caused by fire, flood or other casualty, act of God or terrorism, accident, abuse, misuse, mishandling, power line fluctuations, computer viruses not attributable to Dictaphone, or use of recording media, disks, ribbons, printwheels, or consumables other than a type or specification recommended by Dictaphone. THE EQUIPMENT MAY CONTAIN RECYCLED, REMANUFACTURED OR RECONDITIONED COMPONENTS, WHICH COMPONENTS ARE WARRANTED AS NEW. As Customer's exclusive remedy in the event of any warranty claim hereunder, Dictaphone, during the foregoing respective warranty periods at its sole option, will (i) make reasonable efforts to correct or cure such nonconformity, defect, contaminant or breach; or (ii) replace such Products in lieu of curing such nonconformity, defect, contaminant or breach. THE WARRANTIES BY DICTAPHONE SHALL IMMEDIATELY CEASE WITH RESPECT TO ANY PRODUCT IF CUSTOMER OR ANY THIRD PARTY, WITHOUT DICTAPHONE'S PRIOR WRITTEN APPROVAL, ENHANCES OR OTHERWISE ALTERS SUCH PRODUCT IN ANY MANNER WHATSOEVER.

#### f. Disclaimer.

(i) General. With the sole exception of the warranties expressly set forth in this Agreement and to the greatest extent allowed by law, DICTAPHONE DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS, PROFESSIONAL SERVICES AND MAINTENANCE SERVICES AND ANY DOCUMENTATION ASSOCIATED THEREWITH, INCLUDING BUT NOT LIMITED TO THEIR CONDITION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. DICTAPHONE HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF



MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR USE OR PURPOSE, ANY WARRANTY EXPRESS OR IMPLIED OF NON-INFRINGEMENT. EXCEPT AS SET FORTH HEREIN, DICTAPHONE FURTHER DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE AND QUALITY OF ANY OTHER PERFORMANCE BY DICTAPHONE HEREUNDER. ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT OR SIGNED BY AN OFFICER OF DICTAPHONE SHALL NOT BE ENFORCEABLE BY CUSTOMER.

(ii) Third Party Products. DICTAPHONE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY EQUIPMENT. DICTAPHONE'S SOLE OBLIGATION WITH RESPECT TO SUCH THIRD PARTY SOFTWARE AND THIRD PARTY EQUIPMENT SHALL BE TO MAKE COMMERCIALY REASONABLE EFFORTS TO ASSIST CUSTOMER TO ENFORCE THE WARRANTIES EXTENDED BY THE PRODUCER OF THE APPLICABLE THIRD PARTY SOFTWARE OR THIRD PARTY EQUIPMENT.

**15. Limitation of Liability.**

a. IN NO EVENT SHALL DICTAPHONE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES, DIRECT OR OTHERWISE, IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO DICTAPHONE PURSUANT TO THE APPLICABLE ORDER IN THE 12 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. THIS LIMITATION IS CUMULATIVE; THE SUM OF MULTIPLE CLAIMS MAY NOT EXCEED THIS LIMIT. THE PROVISIONS OF THIS SECTION WILL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF DICTAPHONE, ITS AGENTS OR EMPLOYEES. CUSTOMER WAIVES ALL OTHER REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE UNDER THE LAWS OF ANY JURISDICTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

b. Except for Dictaphone's Intellectual Property Indemnification provided in Section 16 below and Customer's indemnification provided in Section 6.b above, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE OTHER PARTY (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS

REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**16. Intellectual Property Indemnification.**

a. Dictaphone, at its expense, will defend, indemnify and hold Customer harmless from any claim, action, suit or proceeding made or brought against Customer by a third party alleging that Customer's use of the Programs within the scope of this Agreement infringes such third party's patent, trade secret, copyright or other intellectual property right (each, a "Claim"). Dictaphone's obligation under this Section 16 shall be subject to Customer's providing Dictaphone with prompt notice of any Claim, cooperation with Dictaphone in the defense and settlement of the Claim, and granting Dictaphone sole control over the defense or settlement of the Claim.

b. In the event a court of competent jurisdiction makes a determination that any Program infringes, or if Dictaphone determines that the Program likely infringes, Dictaphone, at its option and expense, shall: (i) modify the infringing portion of the Programs so as to make it noninfringing; (ii) replace the infringing Program with a non-infringing program having substantially similar functionality; (iii) obtain the right to continue using the infringing portion of the Program; or (iv) refund Customer the Fees paid for the affected Program prorated over a five-year period from the Delivery Date.

c. Dictaphone's obligations under this section shall not apply to the extent of any Claim or infringement resulting from (i) Customer's continued use of the infringing Program after receipt of notice from Dictaphone of a claim or after receipt of the remedy required of Dictaphone under this section; (ii) modifications to the Programs by any party other than Dictaphone; (iii) modifications to the Programs made pursuant to Customer's express instructions; (iv) combination of the Programs with other products, processes or materials not provided by Dictaphone or specified by the applicable Documentation; or (v) Customer's use of the Programs other than in accordance with the terms of this Agreement.

**17. HIPAA Compliance.** It is the intent of Dictaphone to assist Customer with its compliance requirements in connection with the Health Insurance Portability and Accountability Act (1996) ("HIPAA") as applicable to Dictaphone as a Business Associate (as defined in HIPAA) by accepting and agreeing to the Dictaphone Corporation Business Associate Agreement attached hereto as Exhibit C and incorporated herein by reference.

**18. This section has been intentionally omitted.**

**19. Independent Status of Parties.** Nothing contained in this Agreement, nor in the relationship created thereby, shall be interpreted to evidence a joint venture, partnership or principal-agent relationship between Dictaphone and Customer. Neither party shall have any right or authority to act on behalf of, or incur any obligation for, the other party.

20. **Nonsolicitation.** During the term of this Agreement and for a period of six (6) months thereafter, each party (the "**Employing Party**") agrees that it shall not knowingly solicit for employment or employ (directly or indirectly, whether as an employee, consultant or otherwise), for itself or for the benefit of any affiliate of, or contractor to, the employing party, any individual who was employed by the other party as an employee, consultant or independent contractor and who performed services pursuant to this Agreement or with whom the employing party became acquainted as a result of this Agreement (each, an "**Employee**"). It shall not be considered a breach of this provision should either party hire an employee of the other as a result of such employee's response to a job advertisement or such employee's independent unsolicited inquiry regarding job opportunities.

21. **Injunctive Relief.** The parties hereto agree that remedies at law may be inadequate to protect against a breach of Sections 13 and 20 hereof and both parties hereby agree to grant injunctive relief in favor of the other party without proof of actual damages for any breach of those sections.

22. **Dispute Resolution.**

a. **Informal Dispute Resolution.** At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 22.a. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance of this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will use commercially reasonable efforts to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

23. **Miscellaneous Provisions.**

a. **No Third Party Beneficiaries.** Except as set forth in Section 9.b, nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement.

b. **Assignment.** In no event may Customer assign its rights or obligations hereunder or subcontract any portion of its performance hereunder without Dictaphone's prior written consent. Either party (the "**Assignor**") may assign this Agreement in its entirety (and not in part) to any party acquiring substantially all of the Assignor's outstanding shares or substantially all of the Assignor's assets to which this Agreement relates, provided, in each case, the assignee agrees in writing to be bound by the terms of this Agreement and no such assignment shall excuse the Assignor from responsibility for the performance of this Agreement.

c. **Force Majeure.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including without limitation, acts of God strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, fire, communication line failures, power surges or failures, earthquakes or other disasters.

d. **Entire Agreement.** This Dictaphone and County of San Mateo Agreements (including each Order and all appendices, exhibits, schedules and attachments hereto or thereto) constitutes the sole and complete agreement between the parties with regard to its subject matter, and may not be modified or amended except by a writing signed by both parties hereto. Neither party shall be subject to any provisions of any pre-printed purchase order, or acknowledgment, or other similar form.

e. **Amendments.** No amendment to this Agreement or any Order shall be effective unless it is in writing signed by duly authorized representatives of both parties. Both parties agree that the terms of this Agreement or any Order may not in any way be explained or supplemented by a prior performance, trade usage, or course of dealing between the parties, or by any prior performance between the parties pursuant to this Agreement or any Order or otherwise.

f. **Waiver.** No waiver of any breach of any provision of this Agreement by either party or the failure of either party to insist on the exact performance of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver shall be effective unless made in writing.

g. **Severability.** If any of the provisions of this Agreement shall be or become invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Agreement. Instead, this entire Agreement shall be construed as though not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

h. **Interpretation.** This Agreement is being entered into among competent and experienced business persons and the terms and provisions of this Agreement shall be construed fairly as to the parties hereto and not in favor of or against either party, regardless of which party was generally responsible for the preparation of this Agreement. Customer acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement set forth an allocation of risk reflected in the fees and payments due hereunder. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. The exhibits and other attachments attached hereto are incorporated herein to the same extent as if set forth in full herein.

i. **Notices.** All notices hereunder shall be sent to the parties at their respective addresses first set forth above, or at such other addresses as they may designate by written notice.

j. **Counterparts.** This Agreement may be executed in multiple counterparts and delivered by facsimile transmission, each of which shall be deemed an original but all of which shall constitute one and the same instrument.



k. **Documentation.** The parties acknowledge and agree that . and the County of San Mateo Agreement with Independent Contractor (the "San Mateo Agreement") and this Agreement, to the extent reasonably possible, shall be construed so as to be consistent with each other. If, however, the San Mateo Agreement and this Agreement cannot be construed so as to be

consistent with each other, the San Mateo Agreement will take precedence over this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives on the dates indicated below, to be effective as of the date and year first written above. ***EACH OF THE INDIVIDUALS SIGNING THIS AGREEMENT AND/OR ANY SUPPLEMENT PERSONALLY REPRESENTS AND WARRANTS THAT THE PARTY FOR WHOM HE OR SHE IS ACTING HAS DULY AUTHORIZED THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.***

Dictaphone Corporation

[Customer]

Name: TIM S. LEDWICK  
Title: EVP & CFO  
Date: January 10, 2005

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Attachment A-1

### Customer Information

Name: **San Mateo County Medical Center**  
 Address: 222 W. 39th Avenue  
 City: Redwood City CA 94063  
 Attn: Ms. Rita Kavanaugh  
 Phone: 650.573.2681 Fax:

### Dictaphone

Quoted  
 Contact  
 Telephone  
 Fax

### PS

Qty	Model	Description	Promo	Ext Price	Disc	Total
		<u>Transcription Software-Hardware</u>				
3	0PSWCOE	Correction Editor, Per-User License		\$8,985.00	\$1,534.17	\$7,450.83
3	0CORCKU	PowerScribe USB Correction Editor Accessory Kit		\$1,500.00	\$754.91	\$745.09
		<u>Backup</u>				
1	0VBK001	Veritas Backup Exec Server Software		\$1,250.00	\$877.46	\$372.54
1	BKDL080-M01	Internal DLT VS80 Drive, Manufacturing Installation		\$2,300.00	\$678.50	\$1,621.50
		<u>Integrations</u>				
1	0PSWPXL	PowerExpress Software License - Custom Interface		\$22,000.00	\$11,072.00	\$10,928.00
		<u>Test System</u>				
1	0RAM007	1GB Memory Module Kit - HP		\$875.00	\$258.13	\$616.87
1	6000027	Power Supply G4 DL360 Hot Plug Redundant 460W Nema Cord		\$495.00	\$146.03	\$348.97
1	0PWIRSR-036	High Performance Workstation with Windows 2003 - Rackmount		\$7,495.00	\$2,211.03	\$5,283.97
1	0PWTEST-MFG	PowerScribe Workstation Test System Software Kit		\$1,000.00	\$295.00	\$705.00
		<u>Dictation Software-Hardware</u>				
7	0PSHM01-005	PowerMic USB with Scanner		\$6,965.00	\$2,054.67	\$4,910.33
15	0PSRSEP	PS Radiology Self Editing Package Per-user license		\$48,750.00	\$17,084.01	\$31,665.99
		<u>System Hardware</u>				
1	0PWSMSR-335	SERVER,PWS,MEDIUM,ML350 G4,RACK		\$12,900.00	\$3,805.50	\$9,094.50
2	6000027	Power Supply G4 DL360 Hot Plug Redundant 460W Nema Cord		\$990.00	\$292.05	\$697.95
2	0PWIRSR-036	High Performance Workstation with Windows 2003 - Rackmount		\$14,990.00	\$4,422.05	\$10,567.95
1	6000010	Redundant Power Supply for ML350 G4		\$495.00	\$146.03	\$348.97
		<u>System Software</u>				
1	0PSWREC	PS Workstation Recognition Server Software License		\$1,100.00	\$553.60	\$546.40
1	0PSRWSS-M47	PowerScribe WS V4.7 Radiology Web Server Software 1 uP		\$6,500.00	\$1,917.50	\$4,582.50

Subtotal Hardware/Software \$138,590.00  
 Less: Discounting (\$48,102.64)

Net Hardware/ Software \$90,487.36  
 3 years Maintenance Option 3 \*24x7 \$77,610.40

Sub Total (Taxible Items) \$168,097.76  
 Tax @ 8.25% \$13,868.07

Total Taxible Items \$181,965.83

### Ship-To Information

Addr Code: SAME AS CUSTOMER ADDRESS  
 Name:  
 Address:  
 City:  
 Attn:

Installation	8,315.40
Professional Services (Phase I)	\$26,314.00
Travel Charges	\$564.00
Professional Services (Phase II)	\$15,000.00
Travel Charges	\$940.00

Installation Total \$51,133.40

Ref No.: 3457.9417 3

Grand Total \$233,099.23



## Project Information

Name: San Mateo County General Hosp  
Strategic: SD - Inpatient Radiology

Per Diem Travel Rate: \$188.00

## Shipping Priority

<input type="checkbox"/>	Regular/ Ground
<input type="checkbox"/>	Second Day Air
<input type="checkbox"/>	Priority Air/ Next Day

## Third Party Software

Model #	Software Description
OVBK001	SW, VERITAS BACKUP EXEC VER 10
OVBK001	Veritas Backup Exec Server Software
OPWIRSR-036	SW,WINDOWS SERVER 2003,STD ED,1-SRVR LIC,5CAL
OPWTEST-MFG	SQL2000 STD.ED.ISV RUNTIME LICENSE SINGLE CAL
OPSRWSS-M47	KIT,SW,NORTN ANTIVIRUS BUSIN EDITION
OPSRWSS-M47	SW, CRYSTAL REPORTS,V8.5 OEM
OPSRWSS-M47	SQL2000 STD.ED.ISV RUNTIME LICENSE PER PROCES
OPSRWSS-M47	KIT,SW,DIALOGIC SR6.0 SU27,CD,U-PCI,WINDOWS V

The terms and conditions of the Master License Agreement (including, but not limited to, Dictaphone's warranty and intellectual property indemnification) do not apply to the Third Party Software listed above. These items are governed in all respects by the license, maintenance terms and other terms and conditions of the applicable third party vendor

## Additional Terms:

- \* All Prices on this Supplement will be honored for 90 days from the date of this Supplement.
- \* Training and Project Management Services must be used within 6 months from the date of this Supplement.
- \* Melbourne Classes (if applicable): The price of your training package includes classes and training material, including Dictaphone training manuals, lunches at the Dictaphone facility, snacks and beverages during class. If you stay at our preferred hotel, the following is included: transportation to and from the airport, daily transportation to and from training center for classes, transportation to restaurants within a 5 mile radius of the hotel for evening meals and a coupon for the hotel breakfast buffet. The customer is responsible for making and purchasing air transportation, hotel accommodations and hotel expenses incurred during stay, evening meals and transportation outside of that outlined herein.

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first set forth above.

Customer Signature: \_\_\_\_\_

## ATTACHMENT A-2

### HARDWARE AND SOFTWARE MAINTENANCE OPTIONS

#### (HEALTHCARE)

This Exhibit B sets forth the options available as of the Effective Date for Program maintenance and upgrade coverage and Equipment support on the Dictaphone healthcare Products purchased, leased or rented by Customer in accordance with the parties' Dictaphone Agreement (the "Agreement"). This Attachment A-2 is governed in all respects by the terms and conditions of the Agreement. All capitalized terms used and not otherwise defined herein shall have the same meanings assigned to such terms in the Agreement.

Customer is responsible for having trained staff available to support remote access connections. Dictaphone requires the identification of trained and authorized callers to its Technical Help Desk. (PowerScribe Customers Only: Each PowerScribe Customer site is required to provide a dedicated, fully-trained PowerScribe administrator.) Additionally, the Customer is responsible to define and manage its data back up and recovery strategy in accordance with its operational needs.

#### SERVICE OPTIONS

**A. OPTION I - 24x7 Remote Only Coverage.** Under this Option, Dictaphone will use commercially reasonable efforts to diagnose and resolve any issues concerning the Programs via telephone, email, web page and/or fax support. Regular telephone support and assistance is provided for Updates. Customer shall receive any Updates released by Dictaphone in the ordinary course of its business during the term of this Maintenance Services. Customer is also entitled to receive documentation, technical files and minor enhancements as Dictaphone makes them available during the Term of this Maintenance Plan. The following additional terms apply:

##### **1. Remote Support Requirements**

For remote support, Dictaphone requires either dial-in or Internet access to all Customer systems. In order to provide this support, Dictaphone requires and will provide pcANYWHERE, which is Third Party Software. If the Customer is unwilling to allow the use of the pcANYWHERE software, then Dictaphone will be severely limited in its ability to provide support. If Customer requires the use of a customized remote access solution such as VPN client software, secure ID tokens, or individual user IDs and passwords to facilitate remote access, Customer must submit a detailed request to Dictaphone in writing. Approval of such written request may result in additional support charges. Customer is responsible for having trained staff available to support either this dial-in or Internet connection. Updates are designed to be installed only by trained systems technicians. Dictaphone will make available to Customer's systems technicians all current Updates, either via Dictaphone's Technical Support web site, or by direct e-mail transmission. The Customer must have Internet access in order to download these Updates.

##### **2. Emergency Remote Support**

Emergency remote support is provided on a 24-hour/7 days per week basis. An Emergency Support call is authorized when the Programs or Equipment fails to operate in accordance with the Specifications, and the failure is of such a nature as to prevent the continuation of the day-to-day business operations of Customer, and for which no immediate workaround is available. Dictaphone will make commercially reasonable efforts to assist the Customer in becoming operational and will return all Emergency Support calls within one (1) hour following receipt of the call by Dictaphone. (PowerScribe Customers Only: The PowerScribe administrator will make all emergency support calls.)

##### **3. Non-Emergency Remote Support - Response Time**

For Non-Emergency Remote Support calls, Dictaphone will contact Customer within four (4) hours following receipt of the call.



#### **4. Extended Update Coverage**

Dictaphone will provide to Customer Updates of the applicable Programs released during the Term of this Maintenance Plan. Installation of such Updates by Dictaphone is provided only under Options II and III (described below).

#### **5. Virus Protection**

Dictaphone ships all bundled server-based products with the latest Dictaphone-approved version of anti-virus software product and ensures proper operation of the Dictaphone core application and essential utility software when used in conjunction with such Dictaphone approved anti-virus software. Dictaphone, as part of the installation process, will configure server-based products to perform automated virus definition updates over the Internet if requested by the Customer and if Internet access is provided by the Customer.

Customer is responsible for protecting its network environment from viruses and damages resulting from virus infection. Customer is also responsible for ensuring virus definition updates are performed consistent with Customer internal virus protection policies. Customer is responsible for maintaining any subscriptions necessary to obtain virus updates. Customers who chose to implement anti virus software other than a Dictaphone-approved solution, do so at their own risk.

#### **6. Third Party Software Support**

Coverage for Third Party Software sold by Dictaphone to Customer includes telephone support as required to the extent that the applicable Third Party Software relates to the Programs. If Dictaphone determines that such an upgrade is required for Customer, Dictaphone shall obtain for and transfer to Customer the necessary licenses with respect to any Third Party Software upgrades and Dictaphone shall invoice Customer for the amount of said Software upgrade.

Dictaphone ships all bundled products with the latest Dictaphone-approved Third Party Software service packs, patches and hot fixes. Dictaphone will identify any applicable Third Party Software service packs, patches, or hot fixes necessary to ensure proper operation of Dictaphone core application or essential utility software contained in the Programs and will install such required Third Party Software updates in accordance with the applicable Option II or III purchased by Customer.

If Customer determines that additional or different versions of the Dictaphone-supplied Third Party Software service pack, patches, or hot fixes are necessary to meet their operational needs, Customer may contact and advise Dictaphone of such requirement. Dictaphone will make a good faith effort to confirm and advise Customer whether such additional or different version of such Third Party Software are compatible with Dictaphone's core application and essential utility software.

Any Third Party Software upgrades implemented by Customer without the approval of Dictaphone will not be supported by Dictaphone and Customers who elect to install Third Party Software updates without contacting Dictaphone, do so at their own risk.

#### **7. Depot Repair Support**

Dictaphone maintains a depot repair center located in Melbourne, Florida for its desktop and portable Dictaphone products only. In the event Customer requires repair support for a desktop or portable Dictaphone product, Customer will collect, ship, receive and deploy the applicable desktop or portable Dictaphone product to the Dictaphone depot repair center.

**8. Equipment Upgrades.** From time to time Updates and/or upgrades on applicable Programs may result in the requirement or recommendation by Dictaphone that Customer upgrade the Equipment and/or upgrade Customer-provided hardware components. Any such necessary Equipment and/or

Customer-provided hardware upgrades shall be at the sole responsibility and cost of Customer, whether the original Equipment was purchased from Dictaphone or purchased separately by Customer.

## **9. Equipment Support**

Under Option I coverage only, Dictaphone will provide Customer with remote support help desk guidance on Equipment replacement. Under Option I, Customer will be responsible for (i) Equipment fault troubleshooting, (ii) any labor related to Equipment replacement, and (iii) returning any defective Equipment directly to the applicable manufacturer. Dictaphone will provide hardware replacement parts for only Dictaphone- proprietary hardware products covered hereunder. However, Customer will be responsible to obtain any post warranty Equipment coverage directly from any applicable third party manufacturer of Equipment. Defective third party manufacturer Equipment parts are not covered by Dictaphone under Option I.

**NOTE:** On-site visits are not covered under Option I and, in the event that an on-site visit is requested by Customer, Customer will be invoiced for all travel, food, and lodging expenses as well as a fee for such on-site support based upon Dictaphone's then-prevailing rates.

**B. OPTION II - Remote & 8x5 On-site Coverage.** In addition to the support coverage provided in Option I above, Dictaphone will provide on-site installation of Updates, and on-site support for Equipment repair during Dictaphone's Normal Working Hours. Normal Working Hours are defined as 8:00 a.m. (0800 hours) to 5:00 p.m. (1700 hours) local time (including travel time), Monday through Friday, excluding U.S. federal holidays. Dictaphone shall not be obligated to provide on-site support coverage outside of the Normal Working Hours unless Customer has purchased Option III coverage. If Customer requires on-site support coverage outside of the Normal Working Hours, Customer will be charged at Dictaphone's then standard hourly over-time rates. Services under Option II also include:

### **1. Issue Identification**

(1) Dictaphone will maintain a record of all basic maintenance and service routines and will provide issue identification which shall include data collection, preliminary analysis, collation, dissemination, and duplication as further described below:

(a) Data collection includes, but is not limited to, gathering of application and system event logs, trace files, audio files, and data dumps corresponding to the issue or event in question. Data collection also includes the interrogation of end users involved to identify transient error messages, visual/audible symptoms, and/or environmental conditions at the time of the issue/event.

(b) Preliminary analysis, collation, and dissemination includes, but is not limited to, the initial review of data collected to identify relevant data elements, failure patterns or trends, and, if necessary, the forwarding of this data to Dictaphone for further analysis.

(c) Duplication includes, but is not limited to, the manual recreation of conditions suspected to produce the issue/event in question. Duplication may be required to positively identify an issue/event or to confirm resolution after corrective action.

(2) Customer must promptly notify Dictaphone of any malfunctions of the Programs.

### **2. Orderly System Startup/Shutdown Support Procedures**

Dictaphone Support responsibilities with respect to system startup and shutdown procedures shall consist of the following:

(1) End user notification. (advise Customer end users when system is going down for maintenance)



- (2) Orderly shutdown procedures. (follow standard technical procedures for shutdown)
- (3) System startup procedures, manual and automated. (follow standard technical procedures for start up)
- (4) Validate functionality of Programs and any interface functionality. (HIS/RIS/MIS/ISSI)

### **3. Disaster Recovery**

Dictaphone support responsibilities with respect to disaster recovery shall consist of the following:

- (1) Restoration of Equipment platform stability.
- (2) Loading and/or restoration of operating system, SQL database and the Programs and Third Party Software covered under this Maintenance Plan.
- (3) Restoration of Customer-specific audio and/or Customer-supplied backup database data files.

### **4. Equipment Support**

Dictaphone will provide all necessary on-site labor and Equipment replacement parts to Customer in accordance with the applicable Option II or III coverage purchased by Customer. In addition, Dictaphone will provide Equipment fault troubleshooting and will be responsible for the return of any defective Equipment to the applicable manufacturer.

**C. OPTION III - Remote & 24x7 On-site Coverage:** In addition to support coverage provided in Options I and II, Dictaphone will provide on-site installation of Updates, and on-site support for Equipment repair on a twenty-four (24) hours per day, seven (7) days per week (24x7) basis.

### ATTACHMENT A-3

#### **DICTAPHONE CORPORATION BUSINESS ASSOCIATE AGREEMENT** **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT DOCUMENT**

Whereas, \_\_\_\_\_, a hospital, clearinghouse, or provider who transmits health care information in electronic form, hereinafter "Covered Entity" (as defined in 45 C.F.R. 160.103) and Dictaphone Corporation, hereinafter "Business Associate" (as defined in 45 C.F.R. 160.103), have executed an agreement between the parties hereto (the "Agreement") and the parties hereto intend to comply with the applicable provisions of the Health Insurance Portability and Accountability Act (1996) ("HIPAA") by executing this document (this "Document") and agreeing to the following:

Business Associate agrees to receive protected health information ("PHI") and/or electronic protected health information ("EPHI") from Covered Entity in accordance with regulations 164.502(e)(1) and (2), 164.504(e)(1) and (2), 164.308(b)(1) and (2), and 164.314(a)(1) and (2), in order to perform administrative processing functions on behalf of Covered Entity. Business Associate is providing the following assurances to Covered Entity that the PHI will be appropriately safeguarded:

1. Business Associate will only use and disclose any PHI or EPHI it receives from Covered Entity as is permitted or required under the Agreement between the parties or the law.
2. Business Associate will use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for in the Agreement.
3. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.
4. Business Associate will report to Covered Entity any use or disclosure of PHI not provided for in the Agreement or any security incident of which it becomes aware.
5. Business Associate will ensure that any of its agents or subcontractors to whom Business Associate provides Covered Entity's PHI or EPHI will agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI or EPHI, and agree to implement reasonable and appropriate security safeguards to protect such EPHI.
6. Business Associate will, upon request, make PHI available to Covered Entity in accordance with §164.524.
7. Business Associate will, upon request, make PHI available to Covered Entity for amendment and incorporate any amendments in accordance with §164.526.
8. Business Associate will make available the information required to provide an accounting of disclosures in accordance with §164.528.
9. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of Health and Human Services (HHS) or any other officer or employee of HHS to whom the authority invoked has been delegated for purposes of determining the Covered Entity's compliance with the privacy regulations promulgated under HIPAA.
10. At termination of the Agreement, Business Associate will, if feasible, return or destroy all PHI or EPHI received from or created or received by the Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form and retain no copies of PHI or EPHI. If such return or destruction is not feasible, Business Associate will extend the protections of the Agreement to PHI or EPHI and limit further uses and disclosures to those purposes that make the return of PHI or EPHI infeasible.

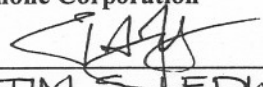


11. Business Associate authorizes termination of the Agreement by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of this Document.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives on the dates indicated below, to be effective as of the date and year first written above.

Dictaphone Corporation

County of San Mateo

  
Name: TIM S. LEDWICK  
Title: VP & CFO  
Date: January 10, 2006

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





## EXHIBIT B

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# Dictaphone Professional Services Statement of Work

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Prepared For:  
**San Mateo Medical Center**

Date: January 6, 2006

Version 1.3

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## Introduction

Thank you for your potential purchase of Dictaphone PowerScribe Workstation. We recognize the commitment your organization will be making. Dictaphone has a longstanding history of providing quality product and services to healthcare organizations across the country. The Dictaphone implementation team is committed to the successful implementation of the product you purchased. We look forward to working with your implementation team. Once again, thank you, we appreciate the opportunity for your business.

## Purpose of SOW

This Statement of Work (SOW) provides an understanding of responsibilities between Dictaphone Corporation and **San Mateo Medical Center**. The purpose of this document is to provide detailed information regarding the implementation of the Dictaphone products at **San Mateo Medical Center**. It defines known, high level aspects of the project and will be used as a reference as needed throughout the life cycle of the project.

## Project Scope

The following delineates the proposed options.

**PowerScribe Workstation Options: Detailed hardware specifications will be listed on the system order, contract and/or Exhibit A1 of the contract.**

### SYSTEM SOFTWARE

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> 1 OPSRWSS-M47 PowerScribe Workstation Web Server Software, Manufacturing Install | <input checked="" type="checkbox"/> 1 OPSWREC PowerScribe Workstation Recognition Processor Software License |
|--|--|

### SYSTEM HARDWARE

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 2 OPWIRSR-036 High Performance Workstation with Windows 2003 - Rackmount | <input checked="" type="checkbox"/> 2 6000027 Power Supply G4 DL360 Hot Plug Redundant 460W Nema Cord |
| <input checked="" type="checkbox"/> 1 OPWSMSR-335 Server, PWS, Medium, ML350 G4, Rackmount                   | <input checked="" type="checkbox"/> 1 6000010 Redundant Power Supply for ML350 G4                     |

### DICTIONATION SOFTWARE/HARDWARE

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 7 OPSHM01-005 PowerMic USB with Scanner | <input checked="" type="checkbox"/> 15 OPSRSEP PS Workstation, Self Edit Package |
|---|--|

### MEDICAL EDITOR SOFTWARE/HARDWARE

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 3 OPSCOE PowerScribe Workstation Correction Editor Per User Licenses | <input checked="" type="checkbox"/> 3 0CORCKU PowerScribe USB Correction Editor Accessory Kit |
|--|---|

### TEST SYSTEM

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1 0PWTEST-MFG PowerScribe Workstation Test System Software Kit           | <input checked="" type="checkbox"/> 1 6000027 Power Supply G4 DL360 Hot Plug Redundant 460W Nema Cord |
| <input checked="" type="checkbox"/> 1 OPWIRSR-036 High Performance Workstation with Windows 2003 - Rackmount | <input checked="" type="checkbox"/> 1 1GB Memory Module Kit - HP                                      |

### INTERFACE/INTEGRATION

- |  |
|--|
| <input checked="" type="checkbox"/> 1 0PSWPXL PowerExpress Software License - Custom Interface |
|--|

### BACKUP

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1 0VBK001 Veritas Backup Exec Server Software | <input checked="" type="checkbox"/> 1 BKDL080-M01 Internal DLT VS80 Drive, Manufacturing Install |
|---|--|

## Professional Services:

- ☒ PowerScribe System Installation

- ☒ Project Management

### Project Management Details/Hour Breakdown Estimation

1. Implementation timeline created based on mutually agreeable dates. Agreement to a 2-phased 120-day implementation schedule to bring the PowerScribe system into production. Project management hours allocated to this project are 120 hours from project



initiation through 30 days post go-live of the second/final phase with transition for ongoing management by our Field Service Organization and Technical Call Center.

2. Project management dedicated to project planning, discovery, and initiation through server system installation and ongoing throughout for duration of your implementation and follow up services post go-live of second/final phase for 30 days.

3. Remote Implementation Planning Meeting at the onset of the project, upon assignment of your Dictaphone Project Manager.

4. Regular remote planning/status meetings for duration of project and 30 days post second/final phase go-live.

5. Remote interface and integration testing support completed by your project manager.

6. Project Management deliverables include:

- Issue List – Tracks issues to resolution including priority, dates, accountability, Dictaphone subsystem affected, issue details, and resolution details.
- Contact List – List project team members, roles, and contact information.
- Project Schedule – Project schedule that outlines the tasks and timelines for implementation.
- Functional Interface/Integration Test Plan.
- Agendas – An agenda is used for the team status meetings to outline the topics for discussion.
- Action Item List – Summaries from team meetings that outline the action items arising from team status meetings.
- Change Request Documentation – Change request documentation is used when a date or scope change is made to a project.
- Service and Support Documentation – Outlines the Service and Support process at Dictaphone.
- Monthly Status Reports – Updates on the project's overall progress, risks, milestones.
- Project Close Document – The Project Close Document is used to do a summary of the project, effectively transition the customer to the Dictaphone Service and Support environment, and document any lessons learned.

7. Phase I of the implementation is designed to allow the physicians to dictate in PowerScribe and transcribe in

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PowerScribe. The system will be used in stand alone mode in Phase I, without an interface. Medical editors will cut and paste the transcribed report from PowerScribe into the appropriate system of record at San Mateo Medical Center.

8. Phase II of the implementation will be to install, configure, test and deploy a bidirectional interface to Siemens Novius RIS v27.1.

☒ **Training Detailed Below**

**Phase I: PowerScribe w/Dictate and ESig**

- 3 Days Melbourne Introductory Administrator Training or 2 Days On-Site Introductory Administrator Training (to be used immediately after system installation to complete system configuration)
- 1 Day On-Site Go-Live Admin Training/Medical Editor Training (up to 5 Medical Editors)
- 2 Provider Training Days (3 Providers/day, up to 6 providers) all other users will be trained by San Mateo staff
- 3 Days Travel Expenses of \$188/day Included in Purchase (ATS Training)

**Phase II: PowerScribe w/Self Edit**

- 3 Days On-Site Training & User Assist (up to 6 providers & administrators)
- 2 Days On-Site Post Implementation 30-day follow-up
- 5 Days Travel Expenses of \$188/day Included in Purchase (ATS Training)

**NOTE: Installation of PowerScribe App and its components performed by Field Service Representative**

**NOTE: Dictaphone Application Training Specialist shall perform Training**

**NOTE: Dictaphone Project Manager shall perform Project Management**



## Implementation Overview

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### Implementation Team

The Implementation Team consists of a number of people from both organizations, each of which fulfil a critical role in the implementation process. At a minimum, each project will include the following from the Dictaphone side:

**Sales Representative (SR):** The Sales Representative is responsible for developing a system proposal that meets the system requirements as defined by the customer. The Sales Representative engages a Sales Engineer when needed to answer the customer's design and infrastructure questions and requirements. Using information provided by the customer, the Sales Representative may prepare a Financial Benefit Analysis (FBA) for customer review. The Sales Representative secures the necessary signatures from the customer and submits the customer's order to the Dictaphone Customer Account Management Center (CAMC). Following the sale, the Sales Representative plays a critical role in communicating with the Dictaphone personnel engaging in the customer's implementation. The Sales Representative maintains an ongoing relationship with the customer throughout the life cycle of the project.

**Area Service Manager (ASM):** The ASM is responsible for the oversight of the installation of the Dictaphone hardware and software purchased by the customer. The ASM delineates the technical requirements for the physical installation of the hardware and software. The ASM assigns the Certified Systems Engineer for physical installation of the purchased hardware and software. The ASM provides input to the Dictaphone Project Manager with respect to installation dates and resources. Post-implementation, the ASM oversees the service of the equipment and software and serves as a point of contact for ongoing issues and tasks.

**Certified Systems Engineer (CSE):** The CSE is responsible for the physical installation of the purchased hardware and software. The CSE will work collaboratively with the customer's information systems personnel on the installation of Dictaphone hardware and software. The CSE will also be on-site for all critical implementation activities such as production use (go-live) and software upgrades. The service representative plays a critical role post-implementation in the ongoing service and support of the Dictaphone hardware and software.

**Dictaphone Project Manager (PM):** The Dictaphone Project Manager is responsible for managing the project through the project life cycles. The Dictaphone Project Manager works with the Customer Project Manager to develop the strategy for system implementation and deployment to the production environment. The Dictaphone Project Manager serves as a single point of contact to the customer and is responsible for ensuring other project team members are engaged as needed to answer specific questions. The Dictaphone Project Manager will evaluate the necessary commitment levels needed for successful project completion. The Dictaphone Project Manager is responsible for keeping all project team members updated through the use of project documents. The deliverables required for the Dictaphone Project Manager include a Project Schedule/Plan, Project Issue List, Meeting Agenda & Minutes, Action Item Lists, Project Contact List, Service and Support Document, Monthly Status Reports, and Project Close Document.

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**Application Training Specialist (ATS):** The Application Training Specialist is responsible for configuration and end-user training on the Dictaphone products. The Application Training Specialist is an expert on system design, configuration and implementation in production. An Application Training Specialist will be assigned to the specific implementation activities that match their skill set. Whenever possible, the same Application Training Specialist will be assigned to a customer's entire system implementation.

Depending on the nature of the project there may also be involvement of the following individuals:

**Sales Engineer (SE):** The Sales Engineer is responsible for the engineering support during pre-sale and the implementation process. The Sales Engineer is committed to evaluating, determining and developing the engineering requirements specific to a customer's system implementation and environment. The Sales Engineer will provide and incorporate updates to any existing hardware specifications. The Sales Engineer is responsible for network and system diagrams requested by the customer.

**Interface Planner (IP):** The Interface Planner is responsible for working with the customer to document the interface specifications required for purchased interfaces between Dictaphone and the customer's information systems (RIS, HIS, LIS, EMR, Chart Tracking/Deficiency). The Interface Planner works with the customer's interface resource so that the specification documents the requirements of all purchased implementations. The specification provides the roadmap for both the customer's information system vendor(s) and the Dictaphone Interface Engineer in the development and implementation phase of the interface delivery. The deliverable for the Interface Planner is an interface specification, which must be signed by the customer in advance of the interface installation and configuration.

**Interface Engineer (IE):** The responsibility of the Interface Engineer is to develop and install the interface(s) according to the signed specification provided by the Interface Planner. The Interface Engineer works closely with the customer's interface resource so that interface is installed, mapped and data is flowing as outlined in the interface specification. The Interface Engineer will work with the customer's interface resource as the customer tests the interface. The deliverable for the Interface Engineer is a fully functional interface(s) as purchased by the customer and as outlined in their Dictaphone interface specification.

Of course there are also a number of important roles on the part of you the customer. At a minimum we require the following unique roles, although on occasion one person may fulfil more than one role.

**Customer Project Manager:** The Customer Project Manager is responsible for assuring the successful implementation at **San Mateo Medical Center**. The Customer Project Manager works collaboratively with the Dictaphone Project Manager to develop the project contact list and project schedule/plan. The Customer Project Manager will champion the approved project plan, coordinate and oversee the customer's requirements. The project manager will act as a facilitator and integrator within **San Mateo Medical Center** directing what needs to be completed to manage the project and as a buffer when issues arise among different resources or departments. The Customer Project Manager is responsible for submitting change requests to the Dictaphone Project Manager and Executive Sponsor for approval.

**Functional System Administrator:** Handle all non-technical administration tasks; determine policies and procedures necessary to perform non-technical functions (e.g., user IDs, password conventions & system settings), responsible for configuring the Dictaphone PowerScribe Workstation. In addition, this person



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will champion all operations, procedures and standards for the system. A good working knowledge of Windows, Microsoft Word, Internet access and some hardware knowledge is necessary. The functional system administrator serves as the primary contact for end-users of the system and needs to understand all aspects of the Dictaphone PowerScribe Workstation.

**Technical System Administrator:** The technical system administrator is involved in the entire system implementation. The technical system administrator handles all technical issues, including, but not limited to LAN setup, LAN equipment setup, adding equipment to the LAN, and adding new stations. The technical system administrator serves as the point of contact for, and works collaboratively with, the Dictaphone Field Service Engineer through the entire project. The technical system administrator is responsible for technical system administration, such as, user setup, security, system backup, and upkeep of LAN documentation.

Depending on the project there may also be the following representatives:

**Executive Sponsor:** Oversees and approves the budget, change requests, project schedule, scope and project closure. Protects the project from outside influences and provides a clear definition of the goals and objectives. Communicates how the project relates to the overall vision, strategy, and mission of San Mateo Medical Center.

**Physician Champion:** An implementation of Dictaphone's PowerScribe Workstation product requires the identification of a physician champion(s) to participate throughout the implementation. The physician champion is responsible for serving as a champion/advocate for the Dictaphone PowerScribe Workstation system. The physician champion is responsible for identifying the physician user needs and requirements during the implementation process and communicating those needs and requirements to the implementation team. The physician champion will insure that the necessary information on the system and overall implementation be communicated back to the physicians who will be using the PowerScribe system. The physician champion should be someone who will enforce continued involvement and commitment to the system from the rest of the physician users.

**In-House Trainers:** In-house trainers are responsible for learning all functions and features of the Dictaphone PowerScribe Workstation. In-house trainers will provide follow-up support. Additionally, in-house trainers will conduct training for additional and new physicians. In-house trainers should be available when the Dictaphone Application Training Specialist is on-site. A good working knowledge of Windows, Microsoft Word, Internet access and some hardware knowledge is necessary.

**Transcription Supervisor:** The transcription supervisor is responsible for championing the policies and procedures used by the Transcriptionist and physicians. The transcription supervisor may champion the Dictaphone PowerScribe Workstation on an ongoing basis. The transcription supervisor may be responsible for tracking productivity measures, identifying issues, redesigning workflow and providing feedback on a regular basis.

**Interface Administrator:** The interface administrator is responsible for the development of the interface specification with the Dictaphone Interface Planner. The interface administrator can facilitate testing of the interface in both the test and the production environments. The interface administrator works closely with

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the customer's information PowerScribe Workstation vendor to identify the interface requirements. The interface administrator is responsible for testing and administering the interface on an ongoing basis.

## **Implementation Methodology**

The implementation methodology used by Dictaphone Project Managers follows Project Management Institute (PMI) standards. The five PMI Processes (Project Initiating, Project Planning, Project Controlling, Execution Phase and Closing Phase) are included in four distinct phases in the project plan. Each phase houses specific tasks and milestones consistent with project management principles. The following outlines the phases of the project for your Dictaphone PowerScribe system implementation.

### **Phase 1: Project Initiation & Planning**

**Contract Sign/Order Entry** – The contract between Dictaphone and customer is signed and the order is received and entered through our Customer Account Management Center (CAMC).

**Project Planning Process** – The Project Planner reviews the documentation, discusses the implementation with the Sales Representative and Area Service Manager. The Project Planner makes contact with the customer point of contact and reviews the Project Planning Questionnaire and overall implementation process. If the customer has purchased an interface(s), the Project Planner will make contact with the Dictaphone Interface Planner to begin the specification discovery process. Following confirmation with the customer point of contact, the order is released for order fulfillment and shipment to the customer site. At the conclusion of this period, the Dictaphone Project Manager is assigned and introduced to the customer point of contact.

**Customer Discovery Meeting** – In this meeting, the implementation process is discussed with the Customer Project Manager, the order is reviewed, and preliminary date planning begins. Dates will be identified for the Implementation Planning Meeting (IPM).

**Implementation Planning Meeting (Kick-off Meeting)**– The Implementation Planning Meeting is held to introduce the **San Mateo Medical Center** - Dictaphone project team. The IPM agenda consists of a sales overview, technical components and requirements, implementation phase review, and project timeline planning. Following this meeting, the Dictaphone Project Manager will finalize the project plan for approval by the project team. Future team status meetings are scheduled for the duration of the system implementation.

**Interface Planning Meeting(s)** – Interface Planning Meeting(s) will be scheduled with the Dictaphone Interface Planner and the customer interface administrator to define the interface specifications.

### **Phase 2: Controlling Phase**

**Project Document Updates** – Project documents related to the implementation of the Dictaphone PowerScribe Workstation will be created updated and distributed regularly by the Dictaphone Project Manager throughout the life cycle of the project.

**Project Plan** – A project schedule will be created that outlines the tasks and schedule for the implementation of Dictaphone PowerScribe Workstation. The project plan will be finalized following the Implementation Planning Meeting and approved by the implementation team. Any



changes to the project schedule and scope must be submitted to the Dictaphone Project Manager through the Change Request Process outlined in this document.

**Contact List** – A contact list will be created, updated and distributed throughout the life cycle of the project listing team members, roles and contact information.

**Issue List** – An issue list will be used to track issues to resolution including priority, dates, accountability, issue details and resolution details. The issue list will be updated by the Dictaphone Project Manager throughout the life cycle of the project.

**Agenda/Action Item Lists** – Agendas and Action Item Lists will be created and distributed for team status meetings by the Dictaphone Project Manager.

**Change Request Documentation** – Change request documentation is used when a date or scope change is made to the implementation. The Change Request Process is further defined in this document.

**Service and Support Documentation** – Outlines the Service and Support process at Dictaphone and is provided to the customer project manager at the point of first productive use of the Dictaphone PowerScribe Workstation.

**Project Close Document** – The Project Close Document is used to summarize the project, effectively transition the customer to the Dictaphone Service and Support environment and document the lessons learned.

**Issue Resolution** – The issues encountered with the Dictaphone PowerScribe Workstation implementation will be documented and worked towards resolution throughout the life cycle of the project. Post-implementation, any remaining issues will be transitioned to the Area Service Manager and the Dictaphone Customer Service Help Desk for resolution.

**Team Status Meeting(s)** – Regularly scheduled team status meetings are held to review and update the project issue list, monitor the project tasks and timeline and discuss the implementation of Dictaphone PowerScribe Workstation. The Dictaphone Project Manager will update and distribute the appropriate project documents prior to the meeting.

**Risk Management and Change Control** – Project risks will be identified and documented by the **San Mateo Medical Center** -Dictaphone implementation team. Efforts will be made to mitigate project risks on an ongoing basis throughout the life cycle of the project. Change requests will be submitted via the documented Change Request Process delineated in this document.

### **Phase 3: Executing Phase**

**Site Preparation** – Site preparation includes all technical requirements that need to be fulfilled by the customer's implementation resources. During this period of time, the customer's environment is prepped for the installation of the purchased Dictaphone hardware and software. Our CSE(s) will work with your resources so that all information and requirements have been communicated.

**Hardware and Software Installation** – Your Dictaphone CSE(s) will install all Dictaphone-purchased hardware and software into the customer's information technology infrastructure. Our CSE(s) work closely with your information technology resources for a seamless addition to your organization's network. Following installation, a full end-to-end testing is completed that tests the functionality of the PowerScribe Workstation installed.



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**Administrator Training** – Administrative training occurs on the system upon successful installation and testing of your PowerScribe Workstation and as outlined in the Project Scope – Professional Services Section. Individuals who should attend administrator training include those who will be responsible for working with the Dictaphone PowerScribe Workstation on an ongoing basis and will be responsible for policy and standard setting within **San Mateo Medical Center**.

**System Design & Configuration** – Following administrative training, your functional and technical system administrators will configure the Dictaphone PowerScribe Workstation to meet the workflow of your organization.

**Interface Installation and Configuration** – Any purchased interface(s) will be installed and configured on the interface gateway by the Dictaphone Interface Engineer. The Interface Engineer will work with the customer interface administrator through interface testing so that the interface data is flowing.

**Interface Testing** – The customer interface administrator, technical, and functional administrators will fully test the interface so that the interface meets the specifications approved by the customer. During this time, minor interface changes will be supported as needed by the Dictaphone Interface Engineer (e.g., mapping changes, upload, etc.). Any major deviations from the signed specification will need to be submitted through the Change Request Process as defined in this document. Following successful testing of the interface(s), the interface will be moved to a production environment to begin populating patient data into the Dictaphone PowerScribe Workstation.

**Development of Training and Implementation Plan** – The Dictaphone Project Manager and Application Training Specialist will work with the Customer Project Manager to develop a training and implementation plan. This will include specifics about the on-site training schedule, critical events leading up to and including the time of production implementation of the Dictaphone PowerScribe Workstation. The Training and Implementation Plan identifies the Dictaphone resources that will be on-site and the resource requirements from the customer's implementation team.

**End-User Training** – The Training and Implementation Plan will be executed as defined for end-user training and implementation in production of the Dictaphone PowerScribe Workstation. At the point of first productive use of your Dictaphone PowerScribe Workstation system, the Dictaphone Project Manager will present the Go-Live Form for your signature. This form signifies that **San Mateo Medical Center** acknowledges first productive use of the PowerScribe system in a live environment. End-User Training will be conducted in 2 phases for **San Mateo Medical Center**. The first phase training will be to focus on dictation techniques. The physicians will be trained to use good dictation techniques for speech recognition. All reports will be sent to the Medical Transcriptionist who will cut and paste the report into the RIS. The second phase of training will be to focus on the upload to the component to the RIS and working with the physicians and administrators to insure that they are properly utilizing the self edit functions of the PowerScribe system and have a clear workflow for second/final phase of the PowerScribe system.

#### **Phase 4: Project Close**

**Post-implementation Support** – At the point of implementation in a productive environment (first productive use), your Dictaphone Project Manager will provide you with a PowerScribe Service and Support document. This document will provide you with information regarding our Customer Service Help Desk, pertinent system configuration numbers and other useful information as you move the support phase of your implementation. Weekly status meetings will continue to be held for issue resolution. Approximately, 30 days post-implementation, your Dictaphone Project Manager will begin the project close process.

## **Critical Success Factors**

**Clear Identification of Project Goals & Objectives** – Defining clear project objectives and goals at the beginning of your implementation provides check points throughout the implementation process so that upon completion of the project, the implementation team can readily determine if objectives have been met. Having clear goals and objectives can also help the implementation team take corrective active during the implementation process as needed to achieve those goals.

**Physician Champion Involvement** – Involvement of the physician champion helps guide the project objectives so that the goals are not lost as the implementation process progresses. An active physician champion helps maintain the visibility of the implementation, its goals and objectives within both the customer and Dictaphone organizations.

**Strong Functional Administrators** – The Dictaphone PowerScribe Workstation requires ongoing maintenance and monitoring. Developing strong functional and technical administrators during the implementation process helps promote your long-term success with our products. Throughout the implementation process, your functional and system administrators will be presented multiple learning opportunities. Additionally, the Dictaphone Project Manager will outline other opportunities that are available to you. Maximizing the investment during the implementation process pays dividends post-implementation.

## **General Assumptions and Limitations**

The network is installed as a dedicated subnet utilizing 100BaseT technology. Dictaphone may request network certification certificate

The customer must provide any and all cable path/conduit and cable pulling as required.

The Technical System Administrator must be capable of implementing a system backup strategy and have a working knowledge of:

Microsoft Windows® 2000/2003 Operating Systems

Microsoft SQL Server

PCAnywhere

Education in the use of Microsoft Windows® (for end users)—or any other Microsoft application—is not included.

Implementation services are currently available and supported on hardware qualified by Dictaphone.

Custom configuration of the servers or PC clients beyond specifications required for Dictaphone PowerScribe Workstation is not included or supported.

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Interoperability of PowerScribe Workstation and associated hardware beyond the department-specific PowerScribe Workstation network is not included.

Project cost estimates do not attempt to address **San Mateo Medical Center** overhead, internal costs or costs of outside contractors already involved in agreements with **San Mateo Medical Center**.

Travel costs for Dictaphone Project Manager and Application Training Specialist is included in the order purchased by **San Mateo Medical Center**, as indicated in your contract with Dictaphone.

Dictaphone and **San Mateo Medical Center** will jointly contribute technical expertise to this project.

Dictaphone cannot be responsible for or expected to resolve issues related to the **San Mateo Medical Center** network or telecommunications infrastructure.

If the customer delays the Dictaphone PowerScribe Workstation implementation either by request or by failure to meet the PowerScribe Workstation system requirements, scheduling for the implementation will go to the next available opening for Dictaphone installation and training. Additional delays in implementation will be evaluated for cost implications. All cost implications with the delay will be communicated in writing to the customer project manager and executive sponsor.

If the delay is due to Dictaphone delivery problems the installation will be given priority over others and will be completed as soon as delivery issues are resolved.

## Constraints

Project constraints will be identified and documented in the Monthly Status Reports. In general, constraints often are comprised of resources and technology dependencies.



## **Project Implementation**

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Your order consists of the necessary licensing for the specific number of system users identified by **San Mateo Medical Center** for an operable PowerScribe Workstation for Radiology system.

### **PowerScribe Workstation Implementation**

#### **Overview**

A detailed, step-by-step overview of the implementation of PowerScribe Workstation – Refer to Appendix A.

#### **Optional Items**

RIS/HIS/LIS/AP Interface

PACS Integration

#### **Implementation Milestones**

A graphic matrix detailing the implementation from a high-level. – Refer to spreadsheet labelled PowerScribe Milestones.

#### **Training and Project Management**

Training and Project Management will be purchased by the facility. These services will be provided by Dictaphone Professionals as outlined in this document. Refer to Appendix B.

#### **Critical Success Factors**

Detailed in above body of text.

#### **Assumptions**

Detailed in above body of text.

## **Project Reporting and Control**

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### **Project Schedule/Plan**

### **Risk Assessment**

### **Issue Management & Escalation Process**

For each Dictaphone team member, identify who the customer and Dictaphone can go to for escalations.

### **Change Request Process**

Need to have change request form, and outline process, identify there may be cost implications.



**Appendices:**

**A – Implementation Overview**

**B – Training and Project Management Outline**

**C – Facility Implementation Timeline (Tentative Schedule)**

**D - Statement of Work Signature Page**

Review of Client	Order is reviewed by Dictaphone Project Planner to validate the proper amount of hardware/software has been ordered and to determine what hardware will be required by the client.	Project Planner makes initial call to client to introduce themselves and to give a brief overview of the implementation process.	Verifies contact information for Facility PM and sends out PowerShare Getting Started Packet and other pertinent documentation. Also sets time for call back to discuss possible dates for implementation meeting, hardware call, and interconnection call.	Initial Call to Client
Follow-up Call to Facility PM	Call made 3-5 days after initial call to answer any questions on the Getting Started Packet and to determine dates for implementation meeting, hardware call, and interconnection call.	Project Planner, upon successful identification of project milestones will transition account to the Dictaphone Project Manager. The Dictaphone Project Manager will receive all internal documentation on account and client will be notified of Dictaphone PM's contact information.	Call scheduled with Facility IS department to address hardware requirements for all non-Dictaphone hardware, and to determine if hardware has been ordered with potential	Schedule/Conduct Hardware Call
Transition to Implementation	Project Planner, upon successful identification of project milestones will transition account to the Dictaphone Project Manager. The Dictaphone Project Manager will receive all internal documentation on account and client will be notified of Dictaphone PM's contact information.	Dictaphone PM, and IS Department	Hardware Specifications, List of Needed Hardware.	
Initial Meeting	Minutes from previous call with scheduled dates	Project Planner, Facility PM, Project Manager	Client Documentation, PM contact information	
Initial Meeting	Minutes from previous call with scheduled dates	Project Planner, Facility PM	Requirements, Interface Test Plan	

## Appendix A – Implementation Overview

### Major Milestones and Tasks to be accomplished for Normal PowerScribe Installation

Task/Milestone	Outcome	Responsible Party	Deliverable
<b>Discovery Phase</b>			
Review of Order	Order is reviewed by Dictaphone Project Planner to validate the proper amount of Hardware/Software has been ordered and to determine what hardware needs to be provided by the customer	Dictaphone Project Planner	None
Initial Call to Client	Project Planner makes initial call to client to introduce himself/herself and to give a brief overview of the implementation process. Verifies contact information for Facility PM and sends out PowerScribe Getting Started Packet and other pertinent documentation. Also sets time for call back to discuss possible dates for implementation meeting, hardware call, and interface/integration call.	Project Planner/Facility PM	Getting Started Guide, Hard Drive Sizing Sheet, Hardware Requirements, Interface Test Plan
Follow-up Call to Facility PM	Call made 3-5 Days after initial call to answer any questions on the Getting Started Packet and to determine dates for implementation meeting, hardware call, and interface/integration call.	Project Planner, Facility PM	Initial Meeting Minutes from previous call with scheduled dates
Transition to Implementation	Project Planner, upon successful identification of project milestones will transition account to the Dictaphone Project Manager. The Dictaphone Project Manager will receive all internal documentation on account and client will be notified of Dictaphone PM's contact information.	Project Planner, Facility PM, Project Manager	Client Documentation, PM contact information
Schedule/Conduct Hardware Call	Call scheduled with Facility IS department to address hardware requirements for all non-Dictaphone hardware, and to determine if hardware has been ordered with potential	Dictaphone PM, Facility PM, and IS Department	Hardware Specifications, List of Needed Hardware.



	shipment and installation dates		
Facility Order Hardware	If any hardware needs to be ordered from the outcome of the hardware call, the facility needs to order this hardware as soon as possible so it will be on-site and ready for the installation phase.	Facility IS Department, Facility PM	None
Schedule/Conduct Interface/Integration Conference Call – This task may be completed in Phase II dependent upon purchase of interface and engagement with Seimens.	The Dictaphone Interface Planner will run through a series of questions for the Facility, HIS/RIS and/or PACS Vendors to determine how orders, and results will be sent/received and how each vendor handles the formatting of their HL7 messages. The end result will be a written interface specification that will need to be approved by the facility PM/Interface Developer.	Dictaphone PM, and Interface Planner, Facility PM, Interface Developer and Functional Administrator, RIS/HIS, and/or PACS Vendor	Interface Specification
Schedule/Conduct Implementation Meeting (kick-off)	Kick-Off Meeting for the PowerScribe Implementation. Topics of discussion will be: <ul style="list-style-type: none"> <li>Objectives of the System</li> <li>Success Factors</li> <li>Scope</li> <li>Critical Paths – Hardware and Infrastructure</li> <li>Interface Testing</li> <li>Contingency Planning</li> <li>Database Backup</li> <li>Work plan and Timeline</li> <li>System Parameters</li> <li>Workflow</li> <li>User Training</li> <li>Determination of date and time for weekly status calls</li> </ul>	Facility PowerScribe Team and Dictaphone PowerScribe Team	Implementation Methodology Handout, Generic Project Plan, Agenda, Meeting Minutes, Issues List
<b>Planning</b>			
Release of the Dictaphone Shipment – This task is contingent upon receipt of the contract payment term obligations being completed.	Once timelines have been established and agreed upon by all parties the Dictaphone Hardware/Software order will be released for shipment	Dictaphone PM	None
Schedule PowerScribe Installation	Once a ship date is obtained, the Dictaphone PM can then schedule the installation of the	Dictaphone PM, ASM, and CSE	Installation Schedule Date

Schedule Functional Administrator Training	PowerScribe Application After the PowerScribe Installation has occurred the Functional Admin Training will be scheduled where the Functional Administrator and other Team members will be instructed on the use of the PowerScribe Administrator, Dictation, and Transcription Modules. This training will be used to prepare the facility for Interface Testing.	Dictaphone PM, ATS	Functional Admin Training Dates
Confirmation that Facility Infrastructure is in place	Before the PowerScribe installation can occur, the facility infrastructure (LAN, Cabling, Hardware) need to be in place and ready for the installation of the PowerScribe Application	Facility IS	None
Weekly Status Calls	Weekly Status calls will occur to determine the status of each task in this phase and to address any outstanding issues.	PowerScribe Team	Agenda, Meeting Minutes, and Issues List
<b>Installation</b>			
PowerScribe Installation	Install: File/Web Server, Recognition Server, Interface PC, Telephony PC, and all Workstations. If a PACS integration is involved then the installation of the PowerScribe Application on the Diagnostic Stations will need to be in conjunction with a PACS engineer.	Dictaphone CSE, and Facility IS Department, PACS Engineer	Installation
Establish Remote Connectivity	To configure the PowerScribe System, remote connectivity will need to be established via RAS, Internet, or Dial-in Modem. Dictaphone will provide pcAnywhere and configure. This access will also be needed to install the interface engine and for support purposes.	Dictaphone CSE, Facility IS	None
PowerScribe Interface Delivery – This task may be implemented in Phase II dependent upon Siemens interface delivery date.	Once the Interface PC is installed and tested, the Dictaphone Interface Engineer will access the system remotely to install and configure the PowerScribe Interface per the signed interface specifications	Dictaphone Interface Engineer	Update from Dictaphone PM when this has been accomplished

RIS/HIS Interface Delivery - This task may be implemented in Phase II dependent upon Siemens interface delivery date.	Before the interface will be fully functional, both the PowerScribe and RIS/HIS interface engines will need to be configured with the correct port and IP information. Once this is done, then the RIS/HIS can send sample orders across the interface to test the connectivity.	RIS/HIS Engineer	Functional Admin to notify Dictaphone PM when RIS/HIS is ready to send orders
System Testing	After the entire system has been installed the Dictaphone Certified Systems Engineer will test the functionality of the system.	Dictaphone CSE	Report will be given to Dictaphone PM.
System Configuration	When the installation is complete, the customer and/or PM will configure system parameters and set up any additional tasks that may be needed.	Functional Administrator, Dictaphone PM	None
Weekly Status Calls	Weekly calls will occur to determine the status of each task in this phase and to address any outstanding issues.	PowerScribe Team	Agenda, Meeting Minutes, and Issues List
<b>Functional Administrator Training</b>			
Functional Administrator Training	Functional Administrator training will be provided after the installation has been completed. The agenda for this training will be: <ul style="list-style-type: none"> <li>• Entering New Users</li> <li>• Setting up Test Users</li> <li>• Assigning User Privileges</li> <li>• Report Queue Administration</li> <li>• System Parameters Review</li> <li>• PowerNormals/Shortcut creation and administration</li> <li>• Adding New Words to the Language Module</li> <li>• Dictation Application</li> <li>• Transcription Application</li> <li>• Preparation for Interface Testing</li> </ul>	Facility Functional Administrator, Dictaphone ATS	Administrator Training  Not Included: PACS Training
Weekly Status Calls	Weekly status calls will occur to	PowerScribe Team	Agenda, Meeting



	determine the status of each task in this phase and to address any outstanding issues.		Minutes, and Issues List
<b>Testing</b>			
Review of the interface testing plan - This task may be implemented in Phase II dependent upon Siemens interface delivery date.	The Dictaphone PM or ATS will review the Dictaphone Interface Testing Plan to make sure Test Users are entered into the system, orders are placed in the HIS/RIS, and that an additional Test Plan is used to cover site-specific testing scenarios.	Dictaphone PM, ATS, Facility Functional Administrator	Interface Test Plan
Initial Order to PowerScribe	The first scenario to test will be to enter an order into the RIS/HIS system. Verification will be made that this order passed to the PowerScribe Application by printing out a requisition for that order and scanning in the accession number or manually entering the accession number. If a PACS system is involved, then verification will also need to be made that the order has passed from the RIS/HIS to the PACS provider.	Facility Functional Administrator, Dictaphone PM, or ATS	Interface Testing
Initial Result to RIS/HIS - This task may be implemented in Phase II dependent upon Siemens interface delivery date.	After verification that an order has been received then the next step will be to dictate on that order to make sure the results are passing to the RIS/HIS. If a PACS system is involved then an image will need to be associated with that order then picked from the PACS worklist and then dictated in PowerScribe. Verification then will need to be made that the order has been marked as final in the RIS/HIS and in the PACS system.	Facility Functional Administrator, Dictaphone PM or ATS	
Functionality Testing - This task may be implemented in Phase II dependent upon Siemens interface delivery date.	The Dictaphone PM will work with the functional administrator to test the basic functionality of the Interface. What is tested will be determined by the workflow agreed upon during the implementation meeting. After the initial testing is done, then the functional	Facility Functional Administrator, Dictaphone PM	Interface Testing Plan

	administrator will be asked to test the site-specific scenarios. If any problems are encountered during the testing the Dictaphone PM will be notified immediately and a determination will be made if it is an issue with PowerScribe, the RIS/HIS, or PACS System. The facility will be responsible for contact with the engineers from the RIS/HIS and PACS Engineers.		
Weekly Status Calls	During the Testing Phase at least a weekly call will be required to determine the progress of the interface testing.	PowerScribe Project Team	Agenda, Meeting Minutes, and Issues List
Interface Certification - This task may be implemented in Phase II dependent upon Siemens interface delivery date.	An end date will be established for conclusion of the interface testing. The site will be responsible for certifying the interface is working to their specifications prior to go-live.	Facility Functional Administrator/Facility PM	None
<b>Go-Live Preparation</b>			
Prepare Go-Live Documentation	The Dictaphone PM will prepare a package for the site that will include a System Configuration List including all components IP addresses, User Names, and Passwords as well as Remote access information. Also included in this package will be the Support Policy for placing a trouble call to PowerScribe Support, Telephony Instructions, and a helpful Hints and Tips information sheet that can be used to troubleshoot problems after the go-live	Dictaphone PM	System Configuration Packet, Support Policy Information and Hints and Tips
Internal Documentation	Prior to go-live the facility should publish internal documentation to the end users that will explain any internal policies for dictations, telephony instructions, and phone numbers of key Point of Contact Personnel if there is a problem with PowerScribe, RIS/HIS, or the PACS System. Also included should be a copy	Facility PowerScribe Team	Facility Information Sheet

	of the Contingency Plan that will be used if the systems are down.		
<b>Training/Go-Live Phase I</b>			
<b>Day One: System Check</b>	Prior to the go-live a complete systems check will be performed on all PowerScribe hardware. This check will consist of signing onto the system, dictating a report in both the self-correct and edit modes. The Facility Functional Administrator should be involved in this check as some of the techniques used to check a workstation may be needed in the future.	Dictaphone PM, ATS, CSE, and Facility Functional Admin	Admin Training
<b>Day One: Administrator Training</b>	Additional Administrator Training will be provided to refresh the administrators on the use of the PowerScribe application. Specifically, reports and daily admin tasks that will need to be accomplished.	Dictaphone PM, ATS, and Facility Functional Administrator	Daily Admin Check List and Admin Training
<b>Day One: Technical Administrator Training</b>	To keep the PowerScribe system running at optimal performance, daily checks of the Servers need to be performed. A training session will be conducted with the Facility IS department to show them the steps that will need to be deployed.	Dictaphone PM, ATS, CSE, Facility Functional Administrator and IS Department	Daily Technical Admin Check List, and Technical Admin Training
<b>Day Two: Transcription Training (if applicable)</b>	Prior to training physicians, transcription training will occur followed by user assistance after physicians have started using the system. Training Agenda: <ul style="list-style-type: none"> <li>• Signing into PowerScribe</li> <li>• Overview of the PowerScribe Application</li> <li>• How to edit a report</li> <li>• How to finish a report and send back for approval</li> <li>• Creation of Glossary Items (Macros)</li> <li>• Overview of Site</li> </ul>	Facility Transcriptionist, Transcription Supervisor, Functional Admin, and Dictaphone ATS	Transcription Training



	Specific Procedures		
Day Two: Physician Training	<p>Physician Training will start immediately after transcription training. The specific agenda for this training will be:</p> <ul style="list-style-type: none"> <li>• Logging into PowerScribe</li> <li>• Initial Enrolment</li> <li>• Initial Reading of Training Reports</li> <li>• Overview of the PowerScribe Application</li> <li>• How to start a dictation</li> <li>• How to dictate a report</li> <li>• How to Send a report to an Editor</li> <li>• Creation of shortcuts or templates.</li> <li>• How to access Global and individual templates</li> <li>• User Assist on Live Orders</li> </ul>	Facility Physicians, Train the Trainer, and ATS	
<b>Training/Go-Live Phase II</b>			
Switch from Test Environment to Live Environment	<p>Prior to go-live the interfaces will need to be switched from the test environment to the live. This switch is normally done the week prior to the scheduled go-live. The purpose of this early switch is to make sure we have orders ready to dictate on the first day of user training.</p>	HIS/RIS Engineer, PACS Engineer, Dictaphone Engineer	None
Day One: Physician Training	<p>Phase II of the implementation will take place at pre determined time and the agenda for this training will be:</p> <ul style="list-style-type: none"> <li>• Logging into PowerScribe</li> <li>• Review of the PowerScribe Application</li> <li>• How to start a dictation</li> <li>• How to dictate a report</li> <li>• How to self correct a report</li> <li>• How to Send a report to an Editor</li> <li>• Creation of shortcuts or templates.</li> </ul>	Facility Physicians, Train the Trainer, and ATS	

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	<ul style="list-style-type: none"> <li>How to access Global and individual templates</li> </ul>		
	User Assist on Live Orders		
<b>Follow-Up</b>			
Weekly Follow-up	After Go-Live there will be weekly scheduled calls to discuss the implementation, issues that users may have encountered, and resolution to any outstanding items. This follow-up period will last with the Dictaphone PM for 30-days.	PowerScribe Team	Agenda, Meeting Minutes, and Issues List
Post Go-Live Follow-up visit	The post follow-up visit will be used to work with any users that are having difficulty on the system as well as review and work with the functional administrators on any outstanding issues and concerns.	Facility Physicians, Functional Administrator, ATS	
Transition to Support	During this 30-Day period the Facility Functional Administrator will be asked to join a conference call with the PowerScribe Support Department Manager to transition your facility from the Dictaphone PM to the PowerScribe Support Team	Facility Functional Administrator, Dictaphone PM, and Support Manager	None

## **Appendix B – Training and Project Management Outline**

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### **PHYSICIAN TRAINING PHASE I:**

Each physician will receive a 2-hour training session where the Physician will learn the nuances of speech recognition, how to use PowerScribe, how to create live templates and "normals" and will have time with the Dictaphone trainer to do "live" reads. The trainer is on-site for an 8-hour day, during normal business hours. They will arrive to the customer location on Monday by 1:00 pm ET and depart the site by Friday at 1:00 pm ET.

2-hour, one-on-one training session includes, but not limited to:

- \* Microphone functionality
- \* PWS Program functionality
- \* Voice model creation with expert, to create the best possible voice model
- \* Send to Editor Workflow
- \* Normals/Templates creation training
- \* Site-specific procedures and workflows
- \* One-on-one time with trainer in live environment

### **PHYSICIAN TRAINING PHASE II:**

Each physician will receive a 2-hour training session where the Physician will learn the nuances of speech recognition, how to use PowerScribe, how to create live templates and "normals" and will have time with the Dictaphone trainer to do "live" reads. The trainer is on-site for a standard 8-hour day.

2-hour, one-on-one training session includes, but not limited to:

- \* Microphone functionality
- \* PWS Program functionality
- \* Voice model creation with expert, to create the best possible voice model
- \* Voice-editing instructions
- \* Normals/Templates creation training
- \* Site-specific procedures and workflows
- \* One-on-one time with trainer in live environment

### **TRANSCRIPTION TRAINING:**

Training session includes, but not limited to:

- \* Hardware functionality
- \* PWS Program functionality
- \* Editing instructions/tips so that physician voice model is not modified through editor process

### **ADMINISTRATOR TRAINING:**

Administration training is divided into pre-live configuration training and go-live administration support and training.

Training session includes, but not limited to:

- \* System configuration
- \* Physician/administrator training for the ability to test software and interface
- \* Report training to verify interface uploads, productivity
- \* Troubleshooting techniques

### **PROJECT MANAGEMENT:**

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Project Management includes, but not limited to:

- \* Project Planning Services, including:
  - \* Project scope development
  - \* Insuring deliverables are attainable
  - \* Transition to Project Management Services
- \* Interface Planning Services, including:
  - \* Interface planning
  - \* Interface specification development
  - \* Transition to Interface Engineering for interface implementation
- \* On-going project management of order, including
  - \* Release of order
  - \* Tracking of order
  - \* Maintenance of deliverables of all vendors
  - \* Weekly conference calls for project updates
  - \* Management of field services for prompt installation
  - \* Solving project issues and assigning resources for resolution
- \* Scheduling/management of training staff
- \* Assist in developing downtime procedures for
  - \* RIS/HIS downtime
  - \* PWS downtime
  - \* Network downtime
- \* Interface testing and coordination
- Post go-live support (30 days)

## Appendix C – Facility Implementation Timeline (Tentative Schedule)

**Dictaphone**  
Professional Services

PROPOSED SAN MATEO 2 PHASE POWERSCRIBE IMPLEMENTATION TIMELINE			
Assumption: February 1, 2006 executable signed contract and purchase order submitted to Dictaphone.			
*This is a <i>proposed</i> implementation schedule, and as such is not final. The final Implementation timeline will be mutually agreed & signed by both customer & Dictaphone project mgmt and attached to signed Master Licensing Agreement.			
Name	Duration	Start	Resource
<b>POWERSCRIBE RADIOLOGY NORMAL IMPLEMENTATION</b>	<b>119 days</b>	<b>02/01/06</b>	
<b>PROJECT INITIATION/PLANNING PROCESS</b>			
Order Received by CAMC	1 day	02/01/06	Dictaphone
Order Processed	10 days	02/02/06	Dictaphone
PowerScribe Implementation Documents Sent to Customer	1 day	02/02/06	Dictaphone PM
Dictaphone Project Manager Assigned	1 day	02/01/06	Dictaphone PIP/Dictaphone PM
Dictaphone Internal Project Team Formation	1 day	02/03/06	Dictaphone PM
Internal Dictaphone Discovery Meeting	2 days	02/06/06	Dictaphone PM
Internal Discovery Meeting/Introduction with Customer Project Manager	1 day	02/06/06	Dictaphone PM/Client PM
Initial Project Documents Created	5 days	02/07/06	Dictaphone PM
PowerScribe Implementation Documents Approved	1 day	02/10/06	Client
Conduct Customer Hardware Call	1 day	02/08/06	Dictaphone PM/Site PM and IS Team
Conduct Customer Interface Call	1 day	Undetermined	Dictaphone PM/Interface Planner, Site PM and Interface Team
Interface Specification Drafted	5 days	Undetermined	Dictaphone Interface Planner
Interface Specification Sent to Customer for Approval	1 day	Undetermined	Dictaphone Interface Planner
Interface Specification Approved by Customer	7 days	Undetermined	Client
PowerScribe Implementation Meeting	1 day	02/13/06	PowerScribe Teams
PowerScribe Order Released for Shipment	1 day	02/13/06	Dictaphone PM
PowerScribe Order Received by Customer	14 days	03/01/06	Client
Discovery Phase Complete	0 days	03/01/06	Client
<b>PROJECT CONTROLLING PROCESS</b>			
Project Plan Updates	119 days	02/01/06	Dictaphone PM
Contact List Updates	119 days	02/01/06	Dictaphone PM
Issue Resolution	119 days	02/01/06	Dictaphone PM
Team Meetings	119 days	02/01/06	Dictaphone PM
Change Management	119 days	02/01/06	Dictaphone PM



<b>PROJECT EXECUTING PROCESS</b>			
<i>Site Preparation</i>	16 days	03/01/06	Client IS
Network Configured	10 days	03/01/06	Client IS
Hardware Installation and Configuration	5 days	03/13/06	Client IS
Remote Access Established	1 day	03/14/06	Client IS/Dictaphone FSE
<i>PowerScribe Installation</i>	8 days	03/13/06	Dictaphone FSE
Servers	2 days	03/13/06	Dictaphone FSE
Interface	1 day	Undetermined	Dictaphone FSE
Workstations	3 days	03/15/06	Dictaphone FSE
System Checkout Procedure Completed	1 day	03/16/06	Dictaphone PM
System Check-Out Procedure Received	2 days	03/16/06	Dictaphone PM
Phase Complete	0 days	03/17/06	
PowerScribe System Configuration	1 day	03/20/06	Dictaphone PM
Functional Administrator Training	2 days	03/20/06	Client Admin/Dictaphone ATS
<b>POWERSCRIBE IMPLEMENTATION/GO-LIVE PHASE 1</b>			
Admin Training	1 day	03/27/06	Client, Dictaphone ATS
Editor Training	1 day	03/28/06	Client, Dictaphone ATS
Physician Training	3 days	03/28/06	Client, Dictaphone ATS
Functional Administrator Training	1 day	03/27/06	Client Admin/Dictaphone ATS
Go-Live Letter Signed	1 day	Undetermined	Client, Dictaphone PM
<b>POWERSCRIBE IMPLEMENTATION/GO-LIVE PHASE 2</b>			
Interface Configuration	1 day	Undetermined	Dictaphone Interface Engineer
<b>TESTING PHASE</b>			
Initial Order Sent to PowerScribe	1 day	Undetermined	Client, RIS/HIS
Initial Result Sent to RIS	1 day	Undetermined	Client, Dictaphone
Interface/Integration Testing	30 days	Undetermined	Client
Testing Complete	0 days	Undetermined	
Switch from Test Environment to Live	1 day	Undetermined	Client, RIS/HIS, Dictaphone
Admin Training	4 days	Undetermined	Client, Dictaphone ATS
First Live Order Dictated and Posted to RIS/HIS	1 day	Undetermined	Client, Dictaphone PM
Go-Live Complete	0 days	Undetermined	
<b>POST IMPLEMENTATION SUPPORT</b>			
Issue Management	30 days	Undetermined	Dictaphone PM
Transition to Support	1 day	Undetermined	Dictaphone PM
Project Close Meeting	1 day	Undetermined	Dictaphone PM/Team



Post Implementation Support Phase Complete	0 days	Undetermined	
Implementation Complete	0 days	Undetermined	



ATTACHMENT I

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The ☐ Contractor(s): (Check a or b)

☐

a. Employs fewer than 15 persons.

☒

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Lisa Ferrara, Vice President, Human Resources

Name of 504 Person - Type or Print

Dictaphone Corp.

Name of Contractor(s) - Type or Print

391 Broadbridge Ave.

Street Address or P.O. Box

Stratford, CT 06164

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Black Danula

Signature

Human Resources Generalist

Title of Authorized Official

12/30/05

Date

\*Exception: DHHS regulations state that:





"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

