

**AMENDMENT NUMBER 11  
AGREEMENT TERM EXTENSION AMENDMENT**

This Amendment is made as of the \_\_\_\_<sup>th</sup> day of May, 2008 between SIEMENS MEDICAL SOLUTIONS USA, INC. 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 ("Siemens") and County of San Mateo and San Mateo Medical Center collectively ("Customer"), having its principal offices at 400 County Center, Redwood City, California, 94063, and at 222 West 39th Avenue, San Mateo, California, 94403.

Customer and Siemens entered into an Agreement dated as of September 23, 2003, as amended ("Agreement"). Customer and Siemens now agree to amend the Agreement as follows:

1. **TERM.** The term of services under the Agreement, including Siemens Support Program as described in Exhibit B of the Agreement, shall continue until October 1, 2015 subject to the terms of this Amendment, unless terminated earlier in accordance with the provisions of the Agreement.

2. **PREVIOUSLY CONTRACTED REMOTE, IN-HOUSE APPLICATIONS, HDX, AND OTHER SERVICES.**

Siemens has previously granted Customer a non-exclusive, non-transferable license to the following RCO Applications, Term License Applications, ASP Applications, Perpetual Licensed Applications, Custom Programming and their related Deliverables and Customer has previously contracted for support services for those Applications as well as the below listed HDX Services, WAN Services and other services. As of the date of this Amendment, the corresponding fees are modified to be as specified below. The fees for those items listed in Section 2.1, 2.2, and 2.3 do not reflect the 15% allowance provided for under Section 7.6 of the Agreement, but do reflect a price reduction of 11%, and an additional price reduction for CNI of 5%, off the Customer's current fees. Fees below will be effective the 1<sup>st</sup> day of the month in which this Amendment is signed, provided this Amendment is signed prior to the 25<sup>th</sup> day of the month. If signed on or after the 25<sup>th</sup> of a month, the fees below will be effective on the first day of the next month. Beginning October 1, 2010, Customer shall receive a ten percent (10%) discount off of the Customer's then-current invoiced fees for the Applications and/ or Services listed in Sections 2.1, 2.2, and 2.3 below. The fees specified in this Amendment and the Agreement shall continue to be subject to all applicable adjustment provisions in the Agreement including but not limited to prompt payment discounts, adjustments based on additional processing or storage, and CPI. Any required sales taxes are not included. In the event an Application is not listed below or addressed by Section 3 below, Siemens shall have no obligation to provide support or other services for that Application and, if that Application is licensed for a term, that license shall end on the date of this Amendment, and Customer shall have no obligation to pay support or other service fees or license fees for such Applications that accrue after the date of this Amendment. Likewise, if a service (other than support services) is not listed below or addressed by Section 3 below, Siemens shall have no further obligation to provide that service after the date of this Amendment, and Customer shall have no obligation to pay fees for such service that accrue after the date of this Amendment. The foregoing shall not, however, affect licenses for Applications that Customer has already contracted for but which have not yet been implemented, or the related support or other services for such Applications; those services and the related fees shall still commence as provided in the Agreement. The parties believe the following list is complete, but in the event that a party discovers that a service was unintentionally omitted from this list, the parties will cooperate to correct that omission by means of a new amendment.

2.1	<u>RCO/ASP Applications &amp; Services</u>	<u>Monthly Fee</u>
	INVISION Base RCO*	\$20,241.11
	Enterprise Access Directory RCO*	\$3,674.72
	Order Processing System RCO*	\$7,351.28
	Lifetime Clinical Record RCO*	\$6,472.36
	PA OP PPS RCO*	\$1,402.96
	Clinical Archive RCO*	\$1,117.96
	Express Query Base RCO*	\$1,059.01
	Express Query Patient Acctg. RCO*	\$953.48
	Express Query Revenue CDM RCO*	\$473.41
	Decision Support Base ASP*	\$2,851.88
	DSS Financial Performance Mgmt ASP*	\$2,005.83
	Decision Support Delivery ASP Fee*	\$7,224.78
	Browser Technology ASP*	\$3,365.23
	Clinical Notification Inbox (CNI) RCO **	\$3,931.20
	Receivables Policy Manager ASP*	\$3,553.45

\* Subject to the current 15% allowance as provided for in Section 7.6 of the Agreement

\*\* Not subject to the current 15% allowance as provided for in Section 7.6 of the Agreement

2.2	<u>Perpetual Licensed Applications</u>	<u>Monthly Fee</u>
	NOVIUS LAB V26.4	\$4,807.66
	OpenLink	\$881.83
	NOVIUS Radiology - Includes Mammography and Modality Gateway	\$2,398.96

	Med. Admin. Check (MAK)	\$3,048.74
	Pharmacy	\$3,637.15
2.3	<u>Custom Programming/ Interfaces/ PSR's &amp; Services</u>	<u>Monthly Fee</u>
	Automated Transaction Process	\$395.61
	Custom Support – Generic Profile Update	\$101.77
	Custom Support – Recirculating Error File	\$346.23
	Custom Support – Online Cash Posting	\$157.65
	PSR# 98202690-01	\$57.87
	Custom Support – PYXIS 2000 Demographics and ADT	\$91.23
	Monthly support fee – Novius Lab Olympus AU640 Inst Interface 1	\$91.23
	Monthly support fee – Novius Lab Olympus AU640 Inst Interface 2	\$91.23
	Custom Support – Novius Lab Radiology v27.1 to Powerscribe	\$343.54
	Support fee DPC Interface	\$89.00
	Custom Support – DPC Immulit 1000	\$89.00
	Custom Support – ADT Feed to WebMedx2	\$87.22
	Custom Support – Order Status Update RTIF	\$83.66
	Custom Support – Add-On Orders RTIF	\$83.66
	Custom Support – PMS RTIF	\$83.66
	Custom Support – Results Interface	\$87.22
	Custom Support – Invision Interface COR and OSU	\$83.66
	Support fee for HL7 RTIF	\$129.05
	Custom Monthly Support – EAD Interface	\$87.22
	Support fee for GRV3 Interface	\$71.20
2.4	<u>HDX Services</u>	<u>Monthly Fee</u>
	HDX Eligibility Flat Fee Service (includes browser)	\$4,650.00***
	–Includes 15,000 transactions	
	Each transaction above 15,000 will be invoiced at \$0.31/ transaction	
2.5	<u>WAN and other Services</u>	<u>Monthly Fee</u>
	Wide Area Network Services	\$13,345.33
	Sybase ASE Monthly Maintenance	\$500.00
	Authentication Service Fee	\$232.65
	Sybase License Monthly Maintenance Fee	\$187.00
	Monthly Authentication Service Fee	\$461.25
	HP Equipment Maintenance	\$1,788.56
2.6	<u>Other Perpetual License Applications</u>	<u>Annual Fees</u>
	VPS AnyQueue Annual Fees	\$2,842.00
	VPS PageSorter Annual Fees	\$1,360.00
2.7	<u>Annual Hardware Maintenance</u>	<u>Annual Fee</u>
	BEA Message Q (Lab)	\$948.00
	BEA Message Q (Radiology)	\$2,835.00

\*\*\* Commencing July 1, 2009, and on each July 1<sup>st</sup> thereafter, Siemens will review the actual EDI Transactions (as defined in Section 1.3 of the Agreement's Supplement 2) for the previous twelve (12) month period. If the average monthly usage for that twelve (12) month period has increased or decreased by more than ten percent (10%) from the previous twelve (12) month period, a new base for the upcoming twelve (12) month period will be set based on the average monthly usage for the previous twelve (12) month period. Customer will continue to pay the HDX Flat Fee referenced in this section and the adjustments for any decreases will be reflected as an allowance to Customer on a separate invoice which Customer may use for Application Substitution as provided for in Section 12 of this Amendment. Customer must use said accrued allowance no later than October 1, 2015 or the unused portion of the allowance will be forfeited.

3. **TERMINATED APPLICATION.** Siemens and Customer hereby agree to terminate the license and support for the Signature RCO Application licensed under the Agreement. As of the date hereof, Siemens shall have no further obligation to Deliver or support the functionality associated with said Application and Customer is hereby relieved of paying any Monthly Fees attributable to said Application accruing after the date of this Agreement.

4. **TERMINATION FOR UNAVAILABILITY OF FUNDS.** The text of Section 20 of the Agreement is deleted and the following text is inserted in its place:

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

This Agreement will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year for San Mateo Medical Center; provided San Mateo Medical Center has used reasonable efforts to pursue the appeals process, if any, available to it as a consequence of the County of San Mateo's or any other funding authority's failure to appropriate such funds and has given Siemens at least ninety (90) days prior written notice of the scheduled date of termination. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated, subject to the same provisos specified in the preceding sentence.

Similarly, if the County of San Mateo determines to discontinue providing a current service line of San Mateo Medical Center (e.g. Inpatient Care) and determines not to appropriate funds for such service line, Customer may terminate the associated Siemens Applications, together with Siemens' obligation to provide support and other services with respect to those Applications and Customer's obligation to pay fees for such Applications and support and other services, effective at the end of the period for which funding was appropriated, provided San Mateo Medical Center has used reasonable efforts to pursue the appeals process, if any, available to it as a consequence of that decision and has given Siemens at least ninety (90) days prior written notice of the scheduled date of partial termination.

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

If this Agreement is terminated pursuant to this Section (Termination For Unavailability Of Funds) and if funds are appropriated for services of the kind contemplated under this Agreement during the next two (2) years following termination (i.e. the following two (2) years for which funding was not appropriated) or during the following two (2) years, then Customer shall promptly notify Siemens in writing and Siemens shall have the right to reinstate this Agreement for that period for which funds are appropriated or the unexpired term of this Agreement as of the date of termination, whichever period is shorter in duration. Likewise, if this Agreement is terminated pursuant to this Section (Termination For Unavailability Of Funds) with respect to some services and if funds are appropriated for services of that kind during the next two (2) years following termination or during the following two (2) years, then Customer shall promptly notify Siemens in writing and Siemens shall have the right to reinstate the corresponding services under this Agreement for that period for which funds are appropriated or the unexpired term of this Agreement as of the date of the partial termination, whichever period is shorter in duration.

5. **FUTURE DISCOUNTS AND ALLOWANCES.** For any new Siemens proprietary Application Customer licenses within six (6) months from the date of this Amendment, Siemens will discount the then current perpetual license fee by thirty-five percent (35%) and the then current monthly support and/or processing fee by twenty percent (20%). For any new Siemens proprietary Application that Customer licenses after six (6) but within twenty-four (24) months from the date of this Amendment, Siemens will discount the then current perpetual license fee by thirty percent (30%) and the then current monthly support and/or processing fee by fifteen percent (15%).

6. **CONSUMER PRICE INDEX (CPI).** All Monthly RCO Fees, Monthly Term License Fees, Monthly Support Fees and Monthly ASP Fees may be increased by Siemens once in any fiscal year of the Customer (July 1 through June 30) on thirty (30) days' written notice by the lesser of four percent (4%) or the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers ("CPI"); however, no such adjustment shall be made before July 1, 2009. All such adjustments shall be effective as of the first day of Customer's next fiscal year (July 1). Any increase based on this paragraph is subject to and limited by the Not to Exceed amount listed in Paragraph 11 of this Amendment, and under no circumstances may an increase per this paragraph permit Siemens to charge more than the Not to Exceed amount during the term of services listed in Paragraph 11 of this Amendment.

7. **PROFESSIONAL SERVICES POOL OF HOURS EXTENSION.** Siemens and Customer agreed to a pool of hours in Section 2 of the Agreement's Seventh Amendment dated as of September 29, 2006. Effective on the date of this Amendment, the hourly rate specified in that Section 2 shall be changed to \$171.00 per hour. The deadline for using the hours in that pool is also hereby extended: the hours in that pool of hours will be billed as incurred for a period ending no later than thirty-six (36) months after the date of this Amendment. Customer will be invoiced and pay for any

unused hours after said period. Customer shall have the option to purchase additional hours to add to that pool of hours at \$171.00 per hour within twelve (12) months from the date of this Amendment, to be documented in a further amendment to the Agreement. Upon Customer's request and within sixty (60) days from the date of this Amendment, a general system assessment as well as an Invision Model assessment will be completed by Siemens at no charge. This assessment is to be conducted by up to three (3) corporate based consultants during a one week period.

8. **ADJUSTMENT TO MONTHLY FEES.** The reference to 2,000 PR's in Section 10.3 of Supplement 1 to the Agreement is hereby changed to 4,000 PR's.

9. **WIDE AREA NETWORK SERVICES.** A no charge WAN configuration assessment will be completed within ninety (90) days of the date of this Amendment. After said assessment is completed (part of which assessment shall include identification of any applicable warranty changes that would be made as part of a new configuration), Customer may elect at its sole discretion to implement a new WAN configuration. Siemens will offer a one time credit to offset the Siemens Professional Services fees for implementing the new configuration, up to a total of \$10,000, so long as the amendment committing the parties to the new configuration is mutually executed within ninety (90) days from the end of the assessment and the implementation of the new configuration is commenced as soon as commercially reasonable.

10. **VALUE-ADDED PROFESSIONAL SERVICES.** Customer will consider engaging Siemens to provide Contract Management Recovery, Pricing Analytics and Disproportional Share Analysis services. Siemens will conduct a free assessment and present a model highlighting projected financial improvements to the Customer. The engagement will commence upon a mutually agreed upon project workplan and executed contract amendment.

11. **NOT TO EXCEED AMOUNT.** Section 7.8 of the Agreement, which imposed a Not to Exceed amount of \$12,000,000.00 for the original term of the Agreement, is hereby modified as follows:

A new Not to Exceed amount of \$11,400,000.00 is imposed for the period beginning May 1, 2008, and ending on October 1, 2015 (the revised term of the Agreement pursuant to Paragraph 1 of this Amendment). Any amount billed for services provided under this Agreement through and ending on April 30, 2008, shall not be applied against this new Not to Exceed amount. For services provided under this Agreement (including all Exhibits, Supplements, and Schedules) through and ending on April 30, 2008, the maximum costs to Customer for all Siemens services provided since the original onset of the Agreement (Sept. 23, 2003) shall not exceed \$8,500,000.00. For services provided under this Agreement (including all Exhibits, Supplements, and Schedules) on or after May 1, 2008, the maximum costs to the Customer for all Siemens services shall not exceed the new Not to Exceed amount (\$11,400,000.00) unless mutually agreed by the parties in writing. The parties will mutually determine, on a case-by-case basis, whether any future amendments will increase the new cap or not change the new cap set forth herein. Contract shall terminate upon exhaustion of the new Not to Exceed amount or expiration of the contract term, which ever occurs first, in accordance with the provisions of this Agreement.

12. **APPLICATION SUBSTITUTION.** In addition to any remedies otherwise addressed by the Agreement, Customer may discontinue the support for any Application or cancel any Service (excluding professional services) provided for by the Agreement upon sixty (60) days' written notice to Siemens and Siemens shall have no further obligation to provide said support or service as of that date. Except as otherwise addressed by the Agreement, Customer shall continue to pay the monthly fees attributable to the discontinued support or service. Once Customer and Siemens execute an Amendment for a substitute Siemens Application(s) or Services(s) (referred to here as "New Applications or Services") which have not previously been contracted for by Customer, the monthly fees attributable to the discontinued support or service over the remaining term under the Agreement may be applied to the New Applications or Services monthly support fees, monthly service fees, or license fees commencing upon the date of mutual execution of the corresponding Amendment (see Example below). There will be no accruals for discontinued support or service. Application Substitution may not be used for Third Party Software or third party services or to purchase Equipment. Third Party Software may not be discontinued and thus not eligible for Application Substitution.

Example - If Customer on August 1, 2008 gave Siemens written notice to discontinue the CNI Application, that support service would end sixty (60) days later on September 30, 2008; if on November 1, 2008 the parties executed a new Amendment for another Application, Customer's payments for CNI would be applied towards the license, service or support fees for the Application commencing on November 1, 2008, although payments for CNI for the period from October 1 through October 31, 2008 would not be accrued or otherwise applied to other fees. In the event the fees relating to the new Application exceeds the payments attributable to CNI, Customer would be responsible for paying the difference; if the CNI payments were not fully used by the new Application, Customer would anyway still be obligated to pay the full amount of the CNI payments, but Customer would still be able to use this Application substitution right repeatedly until the full amount of each month's CNI payments were so applied.

13. **COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE.** Siemens shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written

policy that provides that its employees shall receive from Siemens, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with Siemens or that Siemens deduct from the employee's regular pay the fees received for jury service.

14. **NOTICES.**

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

If to Siemens:  
Wolfgang Wrumnig  
Chief Financial Officer  
Siemens Medical Solutions USA, Inc.  
51 Valley Stream Parkway  
Malvern, PA 19355  
FAX # 610-219-1929  
email: wolfgang.wrumnig@siemens.com

If to Customer:  
Sang-ick Chang, MD  
Chief Executive Officer  
San Mateo Medical Center  
San Mateo County, California  
222 West 39th Avenue  
San Mateo, CA 94403  
FAX # 650-573-2116  
email: sichang@co.sanmateo.ca.us

and

Ron Castleberry  
Regional Vice President  
Siemens Medical Solutions USA, Inc.  
6700 Koll Center Parkway  
Suite 220  
Pleasanton, CA 94566  
FAX # 925-225-0603  
email: Ronald.castleberry@siemens.com

Chris Flatmoe  
Chief Information Officer/Director  
ISD, 3<sup>rd</sup> Floor  
San Mateo County, California  
455 County Center  
Redwood City, CA 94063  
Fax # 650-363-7800  
email: cflatmoe@co.sanmateo.ca.us

A courtesy copy of all notices shall also be sent by email to the email addresses listed above, but the email copy is a courtesy that is not a substitute for the sending by hand, mail, courier, or facsimile of the written document.

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

In the event that the identity or contact information listed above for a party changes during the course of the Agreement, the party with the changed information shall provide the other party notice of the changed information pursuant to the notice requirements of this paragraph. Upon receipt of the changed information, future notices shall be sent according to the revised contact information.

15. **GENERAL.**

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

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

SIEMENS MEDICAL SOLUTIONS USA, INC.

By: Scott Goodwin

Scott Goodwin, Western Zone  
Typed or Printed Name and Title GROUP VP

COUNTY OF SAN MATEO AND SAN MATEO  
MEDICAL CENTER

By: \_\_\_\_\_

\_\_\_\_\_  
Adrienne J. Tissier, President  
Board of Supervisors, San Mateo County