

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SIEMENS MEDICAL SOLUTIONS USA, INC.

This Agreement is entered into this _____ day of _____, 2018 ("Agreement Effective Date"), by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Siemens Medical Solutions USA, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of upgrading San Mateo Medical Center's Siemens Radiology Information System (RIS) to the most current Version VB30 and to provide ongoing support for the RIS.

WHEREAS, County is a party to that certain Master Agreement with Cerner Health Services, Inc. ("Cerner"), dated September 23, 2003 that was duly assigned from Siemens effective February 2, 2015 ("Assignment Date") in connection with the divestiture of Siemens' Health Services business to Cerner and its affiliates (the "Transferred Contract");

WHEREAS, the Transferred Contract covers, in whole or part, Siemens' syngo line of solutions; and/or associated third party equipment, software, and/or other technology that was supplied by Siemens and/or its authorized suppliers under the Transferred Contract and that is used by or on behalf of County exclusively with the syngo line of solutions (and not with the Health Services solutions) (the syngo-related items, collectively, the "Transferred syngo Items"). For clarification purposes, everything under the Siemens' syngo line of solutions that was under the Transferred Contract is hereby being transferred to this Agreement.

WHEREAS, the syngo Items remain Siemens-owned and were not part of the above-referenced divestiture;

WHEREAS, concurrently with the execution of this Agreement, County and Cerner have entered into an amendment to the Transferred Contract that, in effect, has terminated all rights and obligations with respect to the Transferred syngo Items under the Transferred Contract as of the Agreement Effective Date; and

WHEREAS, Siemens and County desire to enter into this Agreement that will add the Transferred Syngo Items into this Agreement, as defined in Table 1 of Exhibit A to this Agreement, and will serve as the sole agreement between the parties hereto that governs the transferred syngo Items as well as all future syngo purchases, including those new purchases identified in Table 2 of Exhibit A to this Agreement, (collectively the "syngo Items") as of the Effective Date. The complete list of syngo Items are designated in the tables mentioned above within Exhibit A of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound, the parties hereto mutually agree as follows:

1. Definitions

"Applications" mean all of the computer software (exclusive of Modifications" and Custom Programming," if any) listed as Applications in a Quote or an amendment to this Agreement, including model interfaces between Siemens Applications.

"Custom Programming" means interfaces to non-Contractor software or systems, file conversions and other programming made by Siemens at County's request.

"Deliverables" means, collectively, the Applications, Documentation, Custom Programming, Project Workplan and any Third Party Software or Licensed Content that Siemens provides to County.

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

"Derivative Work" means work, including Modifications and Custom Programming, based upon one or more preexisting works including Applications or any other form in which a work may be recast, transformed or adapted. A work consisting of editorial revisions, annotations, elaborations or other modifications which, as a whole, might represent an original work of authorship, is still a Derivative Work.

"Facility" and "Facilities" respectively mean the healthcare entities owned or operated by the County of San Mateo

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

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

"Metric Restricted" or "Metric Restriction" means a license restriction based on a metric such as named users, concurrent users, beds, Care Providers, procedures, workstations, processors or cores, servers or such other metric as may be listed in connection with the Application in a Quote or in an amendment to this Agreement.

"Modification" means any programming change to Applications made by anyone other than Siemens.

"Proposal" means the document consisting of a cover sheet with signature blocks, a Proposal Price Summary and one or more Quotes, to which document this General Terms and Conditions document is attached.

"Work Order" or "Quote" or "Quotation" shall mean a document created by Contractor which describes a product schedule and/or new professional services (such as custom programming, report writing and training) requested by County and approved in writing by both parties.

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

"TRS" or "Technology Requirement Specifications" or "Schedule 1" means the attached document so labeled, and any update thereto, which contains a listing of the hardware configuration(s) and the Applications to be obtained by County plus required third party software, and may include the volumes and statistics which have been provided by County.

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

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

"Warranty Period" means the period during which Contractor shall provide County support on the applicable Applications or Custom Programming at no additional charge. The Warranty Period, unless otherwise stated in a Quote, shall be for a period of six (6) months from First Productive Use of the first Application or item of Custom Programming in a Quote.

2. Effect of the Assignment

The parties agree that, as a result of the above-referenced assignment of the Transferred Contract, effective as of the Assignment Date: (i) Cerner, and not Siemens, assumed responsibility for providing all services and support for all applications under the Transferred Contract other than the Transferred syngo Items and Cerner, and not Siemens, assumed the right to receive all fees under the Transferred Contract for all applications and services other than the Transferred syngo Items, and (ii) Siemens, and not Cerner, continued to have responsibility for providing support for the Transferred syngo Items under the Transferred Contract and Siemens, not Cerner, continued the right to receive all fees under the Transferred Contract for the Transferred syngo Items. Termination of the Transferred syngo Items from the Transferred Contract pursuant to the above-referenced amendment shall not release either party from paying for any performance under the Transferred Contract which, at the time of such termination, has already accrued to the other with respect to the syngo Items.

3. Master syngo Terms

Commencing on the Agreement Effective Date, the terms of this Agreement shall govern with respect to the syngo Items.

4. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates, Statement of work, Technical requirements, T&L requirements

Attachment H—HIPAA Business Associate Requirements

Attachment I—§ 504 Compliance

5. Applications and Services to be provided by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall provide Applications to and perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

6. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed three hundred thousand dollars

(\$300,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

7. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2018 through December 31, 2020.

8. Termination for Availability of Funds

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

This Agreement will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year; provided County will use reasonable efforts to pursue the appeals process, if any, available to it as a consequence of the funding authority's failure to appropriate such funds. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.

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

9. Termination.

If this Agreement is terminated pursuant to this and if funds are appropriated for services of the kind contemplated under this Agreement during the year of termination or during the following year, then County shall promptly notify Contractor in writing and Contractor 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.

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

9.2 Failure to Obtain Appropriations. Subject to the terms of Section 8 of this Agreement, County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

10. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

11. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all third party claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following to the extent that any such claim arises out of or in connection with the negligent or wrongful acts or omissions of Contractor, its employees or agents, provided that Contractor is given prompt notice of any such claim and is given all right and power to defend and/or settle such claim:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of

wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent. If none of these alternatives is available on terms reasonable to Contractor, in Contractor's sole judgment, then County shall promptly return the infringing items to Contractor upon Contractor's written request, whereupon Contractor shall refund to County an amount equal to County's net book value (after reasonable depreciation) for the infringing items, calculated under generally accepted accounting principles, and County's license to such items shall be terminated.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement; (c) County's use of the Applications or Documentation in combination with other software, technology, devices or things not provided by or approved by Siemens and where the infringement or breach would not have occurred but for such combination; (d) County's use of the Applications after Siemens has notified it to cease use due to a Claim; or (e) any Claim arising from County's use of Open Source Software outside of the Application. In addition, if by reason of (a), (b), (c), (d) or (e) of the preceding sentence occurs, a suit or proceeding is brought against Siemens, County shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect County. This section states Siemens' entire obligation and liability, and County's sole remedy, regarding intellectual property infringement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

12. Assignability and Subcontracting

Neither party shall assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned. Nevertheless, the parties may assign without consent to a parent or subsidiary or a successor by purchase, merger, or consolidation of all or part of its business. No assignment will relieve the assignor of its obligations under this Agreement. Any assignment or subcontract not meeting the foregoing requirements shall be void.

13. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates

shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☐ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

14. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but

not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

15. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☐ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.

- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 60 days of such filing, provided that within such 60 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;

- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

16. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

17. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for two (2) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

18. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or

Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

19. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California. Each of the parties expressly waives all rights to a jury trial in connection with any dispute under this agreement.

20. Warranty

- a. Contractor warrants that it has title to, or the right to grant licenses to, the Syngo Items.
- b. Contractor warrants that each Application and each item of Custom Programming, when operated on the Technology as set forth in the applicable Technology Requirements Specification (TRS) will perform substantially in accordance with its documentation or specifications, as applicable, during the applicable Warranty Period. Contractor shall correct malfunctions and errors in a warranted item at no charge to County, provided County notifies Contractor of any failures to meet this warranty within the Warranty Period.
- c. Contractor warrants that all services provided by Contractor to County under this Agreement shall be performed in a professional, competent, and businesslike manner.
- d. Contractor warrants that, for the applicable Warranty Period, the Applications and Custom Programming, if any, will operate together with the Technology in accordance with the applicable documentation and TRS and the applicable specifications.
- e. Contractor warrants that as to any Technology purchased by County from Contractor: (i) such items will be ordered new from Contractor's supplier(s) and will include the manufacturer's standard end-user warranty, unless otherwise specified; and (ii) Contractor shall pass through to County all Hardware and applicable third party software manufacturers' assignable end-user warranties.
- f. Contractor warrants that Contractor will support the Applications provided in this Agreement and provide Enhancements (including, but not limited to, updates, releases and version updates) as soon as they become available throughout the term of the Agreement.
- g. Contractor warrants that as of the Agreement Effective Date there are no existing or threatened legal proceedings against Contractor that would have a materially adverse effect upon its ability to perform its obligations under this Agreement. Contractor shall notify County of any such legal proceedings that arise during the course of this Agreement.
- g. The warranties set forth in this Agreement are made to, and for the benefit of, County exclusively. The warranties specifically set forth in this Agreement are in lieu of all others, express or implied, including the warranties of merchantability and fitness for a particular purpose, which are hereby excluded.

21. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree the specific electronic format. Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

22. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Chief Executive Officer – San Mateo Medical Center
222 West 39th Ave,
San Mateo CA 94403
Telephone: 650-573-2305
Facsimile: 650-573-2116

and

Chief Information Officer, Health System
225 West 37th Avenue
San Mateo CA 94403
Telephone: 650-573-2022
Facsimile: 650-377-1967

and

County Counsel, San Mateo County
Attn: SMMC Counsel
400 County Center, 6th Floor
Redwood City, CA 94063

In the case of Contractor, to:

Name/Title: Siemens Medical Solutions USA, Inc.

Attn: Legal

Address: 40 Liberty Boulevard Malvern, PA 19355

Telephone: (610) 448-6500

23 Limitation of Remedies

The remedy for Contractor's breach of any provision of this Agreement will be repair, re-performance or replacement by Contractor. In the event that such breach cannot be remedied by repair, re-performance or replacement by Contractor, or where a repair, re-performance or replacement remedy is not applicable, Contractor shall be liable only for direct damages, in the aggregate up to the greater of (i) the sum of any perpetual license fees paid by County to Contractor plus any Recurring Fees paid by County to Contractor during the twelve (12) months preceding the breach or (ii) \$250,000. Any sums paid under the Intellectual Property Indemnification Section above will not be subject to the limits of this Section. Contractor shall not be liable for claims caused by Modifications by anyone other than Contractor. This Section states the exclusive remedy for any cause whatsoever against Contractor, regardless of the form of action, whether based in contract, tort (including negligence), strict liability or any other theory of law. The parties to this Agreement have each agreed to the fees and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages set forth in this Agreement, and that the same form an essential basis of the bargain between the parties.

24 Damage Waiver

INDEPENDENT OF THE EXCLUSIVE REMEDIES EXPRESSED IN THE LIMITATION OF REMEDIES SECTION OF THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTY IN BREACH WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.

25 Special Terms

The Applications are delivered with a number of Third Party Software components, as well as software proprietary to other Contractor suppliers. Some suppliers of Third Party Software require that their terms and conditions may be subject to change over the course of the Agreement, in which event Contractor will include such changes in the Documentation or otherwise provide notice of such changes. Said changes will become effective on the date of such inclusion or notification. With the sole exception (relating to Open Source Software or OSS) provided below, County may use Third Party Software solely as part of the Application with which it was delivered and for no other purpose and County agrees not to take any actions to separate Third Party Software from the Application. County's right to use OSS delivered with the Applications is governed by the terms of the licenses accompanying such software, and included as part of the Documentation. The OSS is licensed to County royalty free; however, Contractor may charge fees for reimbursement of costs in connection with County's request for delivery of the OSS code or

license terms outside of what is supplied with the software media kit. In the event of a conflict between the terms of an OSS license and this Agreement, the relevant terms of the OSS license shall govern, but solely for the OSS components to which they relate. If delivery of such OSS source code or its license terms is required by the relevant OSS license, these will be provided on the Open Source Software labeled media found in the software media kit provided at time of Application delivery and can be requested by addressing a letter of request identifying the source code requested to the Office of Assistant General Counsel, Contractor Medical Solutions USA, Inc., Mail Code 40-3L, 40 Liberty Boulevard, Malvern PA 19355. Such request should prominently identify the Contractor Application to which the request relates. Contractor may from time to time change the list and number of OSS components. Contractor will in each case include the relevant contract terms and conditions as part of the Documentation for Updates, Releases or Versions. County acknowledges that some Contractor suppliers of Third Party Software require that basic County information be provided to that supplier at the time of Contractor' royalty reporting. The special terms identified in this Agreement apply with respect to County's license(s) for the corresponding Application, including any licenses granted under an earlier agreement (as might be the case if this Agreement provides for an upgrade of that Application). County acknowledges and agrees that to the extent any obligations, warranties and remedies apply regarding the Third Party Software licensed under this Agreement, those obligations, warranties and remedies come from Contractor, and Contractor Third Party Software suppliers have no such responsibility to County. County acknowledges that it may bring no claim or lawsuit against Third Party Software suppliers for any breach or violation of any term or condition of this Agreement or for any damages incurred under this Agreement.

26 Dispute Resolution

In the event that a dispute arises between Contractor and County, which cannot be resolved in the normal course, then (i) within ten (10) business days of a written request by either party, County's designated project manager and Contractor's Site Manager shall meet to resolve the issue; if these parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) County's designated information systems manager and Contractor's Regional Director of Consulting shall meet to resolve the issue; and if these parties cannot resolve the issue within fifteen (15) business days of submission to them, or if the issue arises other than during an implementation, then (iii) County's designated senior executive and Contractor's Regional Vice President shall meet to resolve the issue; and if these individuals are unable to resolve the issue, then either Contractor or County may pursue their remedies under the Default and Termination Section and the Limitation of Remedies Section of this Agreement. The time periods herein are in addition to those provided under other provisions of this Agreement. This provision will not apply to claims for equitable relief (e.g., injunction to prevent disclosure of confidential information).

27 Interoperability with Cerner Applications

Contractor acknowledges County's use of Contractor applications and Cerner applications in an inter-operative manner. Contractor agrees to make every reasonable good faith effort to maintain interoperability between Contractor equipment and applications and Cerner applications over the term of this Agreement.

28 Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital

signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Siemens Medical Solutions USA, Inc


Contractor Signature

12/26/2017
Date

THOMAS SCHROEDER
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Exhibit A, TABLE 1 – Transferred Purchases

Table 1 below identifies all of the syngo Items for the corresponding Facilities listed below that are governed by this Agreement and that cover the same modules previously licensed under a Transferred Contract (with or without modification to license counts or other license or support terms). The parties acknowledge and agree that this Table 1 is the comprehensive, sole, and exclusive listing of such portion of the Syngo Items as of the Effective Date. County represents to Contractor that it has entered into an amendment to the Transferred Contract that, in effect, has terminated all rights and obligations with respect to syngo Items under the Transferred Contract as of the Effective Date of this Agreement. The fees associated with such syngo Items are contained in Exhibit B to this Agreement and County shall pay such fees in accordance with the terms of this Agreement.

FL # 400-213218	Application/Module or Service
Perpetual Licenses	syngo workflow (50,000 procedures/year) Base
Custom Interfaces	Custom Report Interface
Third-Party Software	BEA Message Message Q Sybase 3 rd Party Software

Exhibit A, Net-New Purchases

Product Schedule, Perpetual License, & Support This Exhibit identifies all of the syngo Items that are governed by this Agreement and that were not licensed or supported versions and/or modules under a Transferred Contract.

Product Schedule

RIS - syngo Workflow SLR, Upgrade (Quote Nr. 1-IT06VW Rev 0)

Perpetual Licenses and Support

Qty	Part Nr. / Item Description
1	10559226 / Upg sWF Radiology SW, VB30 syngo® Workflow Base Radiology Software Upgrade

Qty Part Nr. / Item Description

- 1 10559260 / MS SQL 2014 Enterprise Ed, 4-cores**
Provides Microsoft SQL Server 2014 Enterprise Edition, with core based runtime licenses (purchase quantity of 1 equals 4 cores).
- In a physical server environment, ALL the physical cores on the server must be licensed. The total quantity of SQL core licenses must match the sum of the physical cores on the physical server (using minimum of (4) cores per physical processor). Minimum purchase quantity of (1) per physical processor.
 - In a virtual environment, the total quantity of SQL core licenses must match the sum of the virtual cores allocated to the virtual machine (using minimum of (4) cores per virtual machine). Minimum purchase quantity of (1) per virtual machine.
- 1 10559230 / Upg, sWF Mammography, VB30**
syngo® Workflow Mammography software license upgrade

Hardware and/or Third Party Software and Support

Qty Part Nr. / Item Description

- 1 SWFTECHBID / syngo Workflow Technology Bid**

Professional Services and Support

Qty Part Nr. / Item Description

- Fixed Fee Implementation and Model Interfaces**
See "Implementation and Model Interfaces" section of attached Statement of Work
- Fixed Fee Custom Programming**
See "Custom Programming" section of attached Statement of Work
- Education and Training**
See "Education and Training" section of attached Statement of Work
-

For clarification, Table 1 and Product Schedule, Perpetual License and Support of this Exhibit A, together, represent the complete list of Syngo products included in the Agreement as of the Effective Date. Table 1 and Product Schedule, Perpetual License and Support of this Exhibit A shall each be treated and deemed as part of the Quotes under this Agreement. Notwithstanding anything else, County acknowledges and agrees that, as of the Effective Date, it has taken Delivery of all items listed in Table 1 of this Exhibit A and that all such items have passed any applicable acceptance testing. Accordingly, Section 6 (Acceptance) shall not apply to any such items.

In addition to other terms and conditions contained in this Agreement, the following terms and conditions shall govern all syngo Items contained in this Agreement and, unless otherwise agreed to by the parties, all subsequent purchases under this Agreement.

1. GRANT OF LICENSE.

1.1. Contractor grants to County a non-exclusive license to use one (1) copy of object code for each Application (the definitions for this and certain other capitalized terms can be found in the Definitions Section of this Agreement) and its related Deliverables to be operated at one County data processing location by County's employees for the sole purpose of processing data of the facilities or care providers during the applicable term. Subject to the other terms of this Agreement, each license is perpetual unless a limited term is specified, for instance in the applicable Quote, in which case it is a license for that term.

1.2. Notwithstanding the one-copy license indicated above, where an Application is indicated as being Metric Restricted, such number indicates the maximum number licensed for the designated Metric. By way of example, and in no way intended to limit the type of Metric Restriction that may be used, if the Metric is: (i) workstations or servers, it is the maximum number of workstations or servers on which such Application may be installed; (ii) concurrent users, it is the maximum number of users permitted to use such Application concurrently; (iii) named users, it is the maximum number of County's employees or consultants who are designated by County as the only authorized users of such Application; (iv) beds, it is the maximum number of beds County is permitted to have at those Facilities for which data is being processed using such Application; or (v) procedures, it is the maximum Procedure Volume for which County may use such Applications. If County exceeds the applicable Metric or scope of the license, County must notify Contractor within thirty (30) days and execute an amendment jointly with Contractor to expand the license (if appropriate). Contractor reserves the right to audit County's Metrics or to embed software controls or counters to monitor a particular Metric Restriction. For Applications which by their nature are PC-based, if there is no Metric Restriction, then County may make a reasonable number of copies of such Applications for processing within the scope of this grant of license.

1.3. County may make a reasonable number of backup copies (not to be concurrently used for active data processing) of each Application operated at a Facility to be used solely for backup, emergency and/or testing purposes at the County location. County shall not disassemble, decompile, or otherwise reverse-engineer any of the deliverables. County shall not in any event change any source code for the Applications. County is responsible for the compliance with this Agreement by all of County's users granted access hereunder. County shall not transfer its license, offer service bureau services, nor sublicense the Deliverables, except that County may assign this Agreement pursuant to the assignment provisions of this Agreement.

1.4. When Licensed Content is provided, it is generally provided as a generic template or starter set of information. Some Licensed Content, such as order entry starter sets and nursing assessment pathways, may be modified by County to fit its specific environment. Other Licensed Content, such as Current Procedural Terminology (CPT) codes, may not be modified. Contractor does not assume any responsibility for assuring that Licensed Content is complete, accurate or appropriate for a specific situation. County is responsible for the clinical and financial validation of the Licensed Content and for maintaining the Licensed Content to keep it current.

1.5. Contractor or its suppliers have exclusive title to, copyright and trade secret right in, and the right to grant additional licenses to, the Applications and related Deliverables and Derivative Works of the foregoing. Without limiting the preceding sentence, Contractor shall obtain County's written consent before using Derivative Works created solely by County. County shall not remove or permit removal of

any identifying mark or indicia of Contractor's or other suppliers' rights in any of the Deliverables, and County shall include such mark or indicia on any copies or partial copies of such items. If Contractor incorporates the programs or content of any other suppliers in the Applications, those suppliers have the benefit of the obligations incurred by County in this Agreement.

1.6. Third Party Software provided by or resold by Contractor may have license restrictions on the number of users, workstations, processors, cores or servers and other qualifying terms and conditions, as indicated in a Quote or amendment. If County purchases Third Party Software through Contractor, County represents and warrants that the Third Party Software purchased meets the necessary requirements for County's environment. With respect to certain Third Party Software, if applicable, Contractor shall pass through to County the associated Third Party Software supplier's required license terms and conditions. County shall be responsible for its current and future compliance with those license restrictions and other terms.

2. Intentionally Omitted

3. APPLICATION SUPPORT.

3.1. Contractor shall correct any failure of the Applications to perform substantially in accordance with their respective Documentation, or any failure of supported items of Custom Programming to perform substantially in accordance with their respective Specifications. County may access the Contractor Customer Care Center ("CCC") through either Contractor LifeNet™ Internet-enabled electronic issue management system or, for urgent issues, by telephone 24 hours per day, 7 days per week to report such failures. County shall provide Contractor and its suppliers with both on-site and remote access to the System. The remote access shall be provided through the County network as is reasonably necessary for Contractor to provide services under this Agreement and at a minimum shall be a Contractor Remote Services (SRS) connection, which is a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements through a broadband internet based connection. County shall be responsible for all telecommunication services and remote programming support connections charges. Siemens shall initiate work on urgent issues within one hour of County's request for assistance to the CCC. Urgent issues are issues involving substantial Application failure or issues, which, in County's reasonable judgment, are critical to County's overall operation. For other issues and for issue acknowledgement guidelines, Severity Level and Response Time Guidelines are available through the following link www.usa.siemens.com/imagingSW. After County reports an issue to the CCC, County shall perform any remedial actions specified by the CCC, including, without limitation, installing Updates, Releases or new Versions. County shall also be responsible for updating and, upon resolution, closing all support issues electronically through Contractor's LifeNet system.

3.2. Contractor shall provide County with issue solution reference sources that provide answers to common support questions and advice on problem determination, diagnostic procedures and other support procedures. County shall set up a support help desk or administrator and ensure that appropriate personnel are trained in the use and support of the System and network. Prior to reporting a support issue, County shall complete any problem determination procedures, diagnostic activities and remedial actions detailed in these reference sources and in the Documentation.

3.3. Contractor shall provide periodic Updates and Releases to the Applications for which County is paying support fees and Documentation of these items at no additional license fee. If Contractor announces a new version, County will receive the version together with its Documentation at no additional license fee. For those items of Custom Programming for which County is paying support fees, Contractor will upgrade the Custom Programming to maintain compatibility with the new version at no additional fee. County shall be responsible for providing to Contractor Custom Programming specification revisions, if required, or to notify Contractor of any modifications to County's third party applications or systems that may adversely affect supported Custom Programming. At County's request, Contractor will upgrade items of Custom Programming to account for revisions or modifications to third party applications or systems at Contractor's then-current rates. County shall implement Updates within sixty (60) calendar days, Releases within six (6) months and Versions within eighteen (18) months after the item's general availability date unless Contractor announces or agrees to extensions to these implementation time frames. New features, enhancements to functionality and/or regulatory changes will not be retrofitted to down-level releases or versions. Contractor has no obligation to support down-level updates, releases or versions and, if Contractor does provide such support, County shall pay Contractor at Contractor's then-

current rate for out of warranty support in addition to County's Monthly Support Fee. County shall be responsible for maintaining all necessary back-ups, recovery and required system operating procedures as specified in the Documentation for all the Applications.

3.4. At County's expense, County shall obtain all additional hardware, the level of Third Party Software designated by Contractor, and any professional services required to implement updates, releases, versions, Custom Programming, or optional net new functionality. County shall obtain support or maintenance for all Technology from the respective supplier or support provider or from Contractor, if available, and shall be responsible for any additional hardware or professional services required by Third Party Software suppliers. County shall pay any fee increases imposed by Contractor's suppliers, such as fees relating to any Third Party Software products or third party Licensed Content embedded in, or provided with, any Deliverables or services. Contractor shall invoice any such increases at such time as other annual/monthly fee increases occur under this Agreement. County should contact Contractor prior to installing Third Party Software fix packs and service packs. County is responsible for obtaining power surge protection and uninterruptible power for all Hardware.

3.5. Contractor agrees to make available to County programming changes to the Applications in response to generally applicable state-mandated billing changes and generally applicable federally-mandated regulatory changes, including programming changes made in response to the Health Insurance Portability and Accountability Act, as amended ("HIPAA"). Notwithstanding any other provisions of this Support Program, Contractor reserves the right to charge only for such state-mandated programming changes based on the nature and extent of the changes. County is responsible for any additional Technology (whether new or upgraded), any professional services and any third party fee increases required in response to federal and state regulatory changes.

3.6. Contractor will provide County with diagnostic assistance and other problem determination procedures, for remediation of problems unrelated to Section 3.1 above, and for advice on the operation and functions of the Applications ("Supplemental Support Services") on a time and materials basis at Contractor's then-current hourly rate for Supplemental Support Services. Fees for Supplemental Support Services will be due and payable monthly as incurred. Time spent on Supplemental Support Services will be calculated in minimum time increments of one-half (1/2) hour.

3.7. As an added benefit, in connection with Hardware that County purchased from Contractor, Contractor will, during the Hardware warranty term, assist County by triaging issues and coordinating with OEM Hardware suppliers on issues that indicate failures of such Hardware. If this Agreement specifies support PCP hours for the Application with which such Hardware is associated, this benefit will follow the PCP hours, and outside of such PCP hours, County can still contact the OEM Hardware supplier directly to receive support per the contract between County and the OEM Hardware supplier.

4. DELIVERY, SITE RESPONSIBILITIES AND PROFESSIONAL SERVICES.

4.1. County shall take Delivery of the Applications within six (6) months after the date of the Quote or amendment covering those Applications; in any event, Delivery will be deemed to have occurred no later than six (6) months after the date of that Quote or amendment. Contractor is under no obligation to Deliver an Application prior to its general availability date. County is responsible for preparing and maintaining the location of the Hardware and communications facilities in accordance with the specifications of the appropriate suppliers. Contractor shall deliver and implement the Applications and other Deliverables at a Facility in accordance with the Project Workplan, which will describe the specific tasks to be performed by each party, task dependencies, and time-lines, and which will be based on the work description in the applicable Quote and/or Statement of Work. Contractor shall also provide County with Documentation for the installation, operation and internal support of all the Applications. The assigned party shall install Hardware in accordance with the Project Workplan. County shall permit delivery and perform its responsibilities under the Project Workplan and the Documentation.

4.2. Changes or decisions which affect the scope of the work effort or which delay scheduled completion of the project must be made in writing and signed by the County's designated project manager and Contractor's designated project manager. These changes will be defined as "Change Orders" and will detail the nature of the change and the additional fees, if any, due Contractor for said change. Contractor will not perform work beyond the scope of the work effort without a Change Order.

4.3. With the exception of the initial implementation fees listed in a Quote and/or Statement of Work, which County shall pay in accordance with the Amounts Payable By County Section of this

Agreement, County shall pay Contractor for professional services at an agreed-upon fixed fee or otherwise at Contractor' then-current hourly rates, monthly as incurred on a time and materials basis based on the hours of professional services performed by Contractor, but in any event the minimum charge for on-site services is four (4) hours. County shall reimburse Contractor for all reasonable travel, living and other out-of-pocket expenses incurred in connection with all services rendered by Contractor on-site in accordance with Contractor' then-current policy. County requests to cancel or reschedule on-site services must be made at least seventy-two (72) hours prior to the scheduled on-site service and will be treated as Change Order requests subject to mutual agreement in accordance with Section 4.2 above. For services cancelled or rescheduled with less than seventy-two (72) hours' notice, County shall pay Contractor a cancellation charge based on the originally scheduled on-site hours, but not more than sixteen (16) hours, at the applicable hourly rate. County is responsible for all non-refundable travel and living expenses incurred by Contractor in relation to a cancelled on-site service regardless of when the request is made.

4.4. County is responsible for all local area networks and wide area networks, if any, required to operate the System(s).

4.5. Contractor shall provide, and County shall pay for, the courses for the number of attendees and for the fees identified in any Quote or Statement of Work. The fees and course availability listed in a Quote or in a Statement of Work referenced in a Quote shall expire on the first anniversary of the date of that Quote. Thereafter, Contractor' then-current education rates and course offerings will apply. County is responsible for educating its end users on the Third Party Software listed in the TRS. On-site Education includes one occurrence of a class for up to the maximum number of attendees listed for each class. Contractor will bill County for additional attendees at the current Education rates if County exceeds the maximum attendees stated in the Quote or Statement of Work. When a Quote or Statement of Work includes fixed fee Education, that Education must be used within twelve (12) months after Delivery of the Application(s) to which the Education relates, or the Education will be deemed to have occurred and Contractor will not thereafter be obligated to provide such Education or any credit for it.

5. CUSTOM PROGRAMMING. Contractor will develop Specifications for Custom Programming, where appropriate, with County's input and submit the Specifications and a statement of the proposed fee to County. Once County has approved, Contractor will program the Custom Programming in accordance with a mutually agreed schedule. Custom Programming will be implemented after use of Applications in production, except to the extent otherwise specified (such as for file conversions and interfaces) in the Quote, Statement of Work or Project Workplan. Contractor will bill County for Custom Programming Fees at an agreed-upon fixed fee or as otherwise specified. For other purposes, Custom Programming and Specifications will be treated as Deliverables under this Agreement. If requested, Contractor will prepare for County a revised Hardware configuration for Custom Programming.

6. ACCEPTANCE. County will perform acceptance testing during the thirty (30) day period commencing on the Delivery Date of each Application and/or item of Custom Programming or such other period as is specified in the Project Workplan. County agrees: (a) to complete the validation test, if any, specified in the associated Documentation and to compare each Application to its respective Documentation to assess its acceptance of each Application; (b) to compare items of Custom Programming to their respective Specifications; (c) that its acceptance testing will include any and all other tests County deems necessary to verify that the Applications and Custom Programming perform substantially in accordance with their associated Documentation or Specifications, and County and Contractor shall schedule such tests in the Project Workplan; and (d) that an Application or item of Custom Programming is deemed to have passed Acceptance tests and be accepted by County at the earliest of: (i) the end of the initial testing period, if Contractor has not received notice of errors; (ii) the end of any correction testing period for which Contractor has not received notice of errors in the corrections; or (iii) First Productive Use of the Application or item of Custom Programming. Contractor agrees to correct any failure of an Application to perform substantially in accordance with its Documentation and any failure of supported items of Custom Programming to perform substantially in accordance with their respective Specifications, provided that County gives Contractor detailed written notice of the failure during the testing period. Once Contractor notifies County that the failure has been corrected, the testing period will resume, provided that County shall have at least ten (10) business days, or such longer period as agreed to by the parties, to test any corrections.

7. TECHNOLOGY.

7.1. Contractor shall develop and deliver a TRS for the Applications as appropriate, and each TRS will be a part of this Agreement. Each TRS, which Contractor may update from time to time, is based on and limited to, the use of the Version and/or Release of the Application(s) and any County reported statistics listed in such TRS. The TRS is based on and assumes operation on the Technology platform of only the Contractor Applications and Third Party Software listed therein.

7.2. County shall procure all Technology which is designated in any TRS as being required for County to obtain, either from its existing resources, from Contractor and/or from a third party. County agrees to purchase from Contractor and Contractor agrees to supply the items of Technology identified in any Quote and/or Technology Bid. All Technology ordered from Contractor will be delivered to a single location specified by County prior to Technology Delivery. Title to any Hardware purchased from Contractor will pass to County upon payment in full of the associated Hardware purchase price; such title will be free and clear of all liens and encumbrances, excepting those of parties claiming through County.

7.3. County shall pay for all transportation charges for the Technology acquired from Contractor, and the installation charges invoiced to Contractor by suppliers of the Technology.

7.4. County shall bear the risk of loss of, and damage to, the Technology from all causes whatsoever commencing upon the date the item is physically delivered to County, except to the extent of Contractor' negligence. In the event any Technology arrives damaged, County shall notify Contractor of that damage within two (2) business days after the date the item is physically delivered to County.

7.5. Technology fees are contingent upon County permitting delivery by the first anniversary of the date of the Quote covering that Technology; Technology delivered after that first anniversary will be charged at Contractor' then-current rates. If, after written order placement by Contractor, County delays delivery or installation of an item of Technology, County shall promptly reimburse Contractor for all expenses incurred by Contractor as a result of such delay, and County shall pay the balance of the fee for that item of Technology on its originally scheduled Delivery Date.

7.6. Hardware maintenance is not included in the Hardware fees. County may obtain such maintenance through Contractor or through another distribution channel.

8. Intentionally Omitted

9. CONFIDENTIALITY

9.1. Notwithstanding the County's duties pursuant to the California Public Records Act, each party shall retain in strict confidence the terms and conditions of this Agreement and all information and data relating to the other party's business, patients, employees, affiliates, development plans, programs, documentation, techniques, trade secrets, systems and know-how, and shall not, unless otherwise required by law, disclose such information to any third party without the other's prior written consent. If either party is required by law to disclose the information or data supplied by the other, including copies of this Agreement, the party required to disclose will promptly notify the party whose information and data is subject to disclosure prior to such disclosure in order to allow said party a reasonable opportunity to oppose the disclosure. Upon Contractor's request, County shall inform Contractor in writing of the number and location of the original and all copies of each of the Deliverables.

9.2. Contractor agrees that County may disclose the Deliverables and other Contractor information to County's employees, consultants, and agents on a need-to-know basis, provided that: (a) all such consultants and agents have entered into a confidentiality agreement with Contractor before such disclosure; (b) consultants and agents may not copy or download any Contractor confidential information to any consultant or agent device or remove any Contractor confidential information from County's premises; and (c) requests by County for Contractor to permit a third party to operate the Applications on County's behalf and/or requests to permit any competitors of Contractor to have access to the Deliverables must receive separate prior written approval from Contractor.

9.3. The terms of the parties' Business Associate Agreement shall apply to the parties' relationship under this Agreement, and to the extent of any conflict between the terms of that Business Associate Agreement and the terms of this Agreement, the terms of that Business Associate Agreement shall control.

10. Additional Services

10.1 The County may request in writing additional Contractor's services (such as report writing, custom programming and training). Such requests will be considered Work Orders.

10.2 At County's written request, Contractor will provide Professional Services as required for the implementation of new versions at Contractor's then-current rates.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. Fee Schedule

1.1 Fees related to Transferred Contract Purchases (from Table 1 of Exhibit A)

		Monthly Support Fees
1.1.1	Perpetual License and Support Fees:	\$ 2,398.96
1.1.2	Custom Programming (Powerscribe) Support:	\$ 342.68
1.1.3	Third-Party Licenses (Sybase) Support Fees:	\$ 749.21
	Total	\$ 3,490.85
		Annual Support Fees
1.1.4	Third-Party License (BEA) Support Fees:	\$3,059.45
	Total	

1.2. Fees related to Net-New Purchases (from Table 2 of Exhibit A)

1.2.1	Third Party Licenses	Total Fees
	Microsoft SQL Server 2014 Enterprise Edition	\$11,780.00
1.2.2	SYW IDOCVILT/Swf idoc and Clinical Alerts VILT	\$1,500.00
1.2.2	Hardware and/or Third Party Software and Support	\$6,155.00
1.2.3	Fixed Fee Professional Services and Support Services*	
	Implementation Services	\$105,708.00
	Custom Programming	\$22,344.00
	Education and Training	<u>\$8,286.00</u>
	Total	\$136338.00

Grand Total for Section 1.2

\$155,773.00 *Includes Travel and Living expenses

Note: Upon First Productive Use of the upgraded Application the current Sybase monthly fee of \$547.41 invoiced by Contractor to County shall be terminated.

The term of support service and any term licenses shall be coterminous with the term as defined in Section 4 (Term) under this Agreement. For clarification, the Term runs through December 31, 2020, subject to any auto renewal provisions under the Agreement.

2. Reimbursable Travel Expenses

2.1 All Travel and Living expenses for the upgrade services provided for in this Agreement are included in the Fixed Fee. County shall reimburse Contractor for all other pre-approved travel, living, and other out-of-pocket expenses as follows"

2.1.1 The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS")

rate for the location of the work being done (San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at: <http://www-w.gsa.gov/portallcontenV104877> or by searching www.gsa.gov for the term 'CONUS'.

2.1.2 CONUS rates are set by fiscal year and are effective October 1st through September 30th. The maximum reimbursement amount for the actual cost of airline and car rental travel ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website).

2.1.3 Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus", or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact).

2.1.4 No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement.

2.1.5 Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.

3. Payment Terms

3.1 Each of the amounts payable by County to Contractor hereunder will be due and payable on the date or event specified in this Agreement or, if not specified, thirty (30) days after the date of the Contractor invoice. Contractor will assess County a finance charge on any amount which remains unpaid after it is due, computed at the rate of one and one-half percent (1.5%) per month on the unpaid amount for each month that such amount remains unpaid; provided, however, that County will not be assessed the finance charge on amounts withheld in association with a good faith dispute relating to suspected billing mistakes if County provides the local Contractor office with a detailed written description of any such billing mistakes within thirty (30) days of the date of the invoice and pays undisputed amounts in a timely manner.

3.2 County shall begin paying the Monthly Support Fees in Section 1.1 of this Exhibit B, on the Agreement Effective Date.

3.3 County shall pay the Fees related to Net-New Purchase listed in a Section 1.2 of this Exhibit B as follows:

Ten percent (10%) of the total Fees (\$15,577.30) on the Agreement Effective Date; and

Eighty percent (80%) of the total Fees (\$124,618.40) on the earlier of the date when the Application is available for County testing or one hundred and twenty (120) days from the Agreement Effective Date, except that this one hundred and twenty (120) day time frame shall be extended to the extent of any Contractor caused delay in Delivery; and

Ten percent (10%) of the total Fees (\$15,577.30) upon the earlier date of First Productive Use of the corresponding Application or twelve (12) months from the Agreement Effective Date, except that this twelve (12) month timeframe shall be extended to the extent of any Contractor caused delay in First Productive Use.

Statement of Work

RIS - syngo Workflow SLR, Upgrade (Quote Nr. 1-IT06VW Rev 0)

1. Introduction

1.1. Purpose of this document

County has requested Contractor provide implementation services for the products identifies in the associated Quotation.

2. Contractor Implementation Philosophy

Contractor work effort is based on Contractor philosophy to implement model software, model interfaces and PACS solutions in a timely and cost efficient manner. Model software, role defined toolsets and/or default report templates provide the County with the ability to perform focused adaptation to accommodate user/site preferences, as opposed to customization of the model system.

Contractor will use a single system design for enterprise implementations. This consists of standard policy, practices and data structures across the enterprise, including off-site locations.

County may request that Contractor provide additional services for additional fees beyond those described herein to drive to specific County clinical and or business objectives. These additional services, if any, will be identified in the tables at the end of this document. Any modifications or additions to this Statement of Work will be treated as a Change Request per the terms of the Agreement.

3. Contractor Work Effort

County and Contractor shall work together throughout the implementation so that education and knowledge transfer takes place to enable County to assume full operation and support of System(s) upon completion of this engagement. Any work effort not described in this document as Contractor would be considered County work effort. All work performed by a Contractor resource will be performed remotely unless otherwise specified.

Contractor work effort is based on County's current business state. If a County is considering additional technology investments, in-house re-engineering efforts or other consulting engagements, Contractor recommends that these initiatives be finalized prior to the initiation of the planning phase so that decisions made during this phase, and moving forward, are appropriate for the County's desired future state. At the start of the implementation, Contractor will work with each County to develop a mutually agreed to, in writing, Project Workplan. Contractor will utilize the Change Order process to accommodate changes in scope and duration. This may result in additional professional services.

4. Project Phases

Contractor will provide services for the completion of the project for all modules and departments in a single go-live event. A multi-phase project schedule may require a Change Request and may result in additional professional services. Project delivery schedule will be identified and agreed to per terms under the Agreement.

5. Scope of Services

Contractor scope of services for this estimate includes the following unless otherwise noted in the solution section:

5.1. Project Management

Contractor will direct the initial project start up and provide cross-functional coordination and alignment of Contractor' implementation resources. Contractor will work with the County's Project Manager to provide leadership and overall accountability to achieve County's desired future state or vision. Contractor' and County's' Project Managers will be the points of contact for issue resolution during the implementation and will continuously monitor progress to minimize potential risks. Contractor will provide project status reports as needed/required. The implementation will be divided into implementation sequences as defined below.

5.2. Project Opening and Clarification / Pre-Implementation Planning

The Contractor Project Manager will assume a consultative role and will provide the County with process considerations and analytical direction. The Contractor Project Manager will work with the County to develop project definition and to develop a Project Workplan to meet County driven outcomes.

5.3. Detailed Planning/Analysis

Contractor resources will consult with the County during the planning phase on the requirements and planning of operational workflow, organizational, application and technical specifications as County compiles its analysis. Delivery of product will take place in consultation with County. County will provide environmental readiness (i.e. space, electrical, network, storage space) in order to work together during the implementation.

For customers who are implementing or upgrading a Hospital Information System which requires a lengthy duration, the project team will conduct initial analysis together with the primary project team and then will discontinue activities until the start of the installation phase for the products in the associated Quotation.

5.4. Installation/Adaptation

Collaborate with County within the installation and adaptation phase regarding design and build of the software and use of model reports. Contractor will assist in translating clinical and business requirements into system related decisions and settings. As part of

the collaboration process, Contractor will contribute recommendations based on best practice experiences.

5.5. Testing Phase

County will test the system per the Acceptance section of the Agreement. The County will acknowledge approval for live with signature on the First Productive Use (FPU) Acceptance Record.

5.6. Training Phase

Within the Training phase, Contractor will play a consultative role in Training. Contractor will provide guidance and direction for the County in education planning.

5.7. Live/Post Live Phase

Within the Live/Post Live phase, Contractor will provide support and direction to the County for software issue resolution. Contractor anticipates that the knowledge transfer to the County has been facilitated during the implementation process. At First Productive Use Contractor resources will provide support for Solution issues and in routing issues through the appropriate event tracking system. Contractor will also work with the County to facilitate a smooth transition to County Relationship Support.

6. Interfaces

Contractor will provide services for the completion of the Interfaces identified herein. Contractor scope of services for those Interfaces will include the following unless otherwise noted herein. Any Interfaces not identified herein will be treated as a Change Request per terms under the Agreement. Contractor assumes County will utilize Contractor interface specifications to define integration between products in the associated Quotation and other systems (Contractor and third party systems). County will manipulate third party data to send data to, and accept data from, products in the associated Quotation using the Contractor format as stated in the product specifications. Any modifications required to other systems in order to accept the standards based format are the responsibility of the County.

Interface Engine Assumption - If a County will utilize an interface engine, Contractor assumes County will complete all required work on the interface engine for each interface. This will include all interface connections, mapping, implementation, unit testing and live support issues related to integration with the interface engine.

7. Contractor Project Resources

Contractor will assign personnel to perform the following roles during the implementation and will consult with the County through all phases of the implementation.

Contractor Project Resources
Project Manager

Installation Engineer
Technical Consultant
Clinical Education Specialist

8. County Project Resources

The County shall provide resources to fill the following roles. Contractor will work with each customer during the project planning phase to develop a mutually agreed to Project Workplan to finalize resource requirements.

County Project Resources
Project Manager
System Administrator
Super User/ Report Design
Interface Engineer
IT Networking/Infrastructure Engineer

9. Education Solutions

The County is responsible for education on all third party software as defined in the Technology Requirements Specification or Schedule 1.

10. Modification to Services Provided

No other items or services will be provided under this agreement. Any modifications or additions to this Statement of Work will require approval and may incur additional charges.

Detail of Fixed Fee Professional Services and Support

<i>Qty</i>	<i>Part Nr. / Item Description</i>	<i>Extended Net Price</i>	<i>Extended Net Monthly Fee</i>
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Implementation and Model Interfaces

- | | |
|---|--|
| 1 | WPSAPPSRVFF / Setup App Server PS Installation FF
Application Server – Quote is per Application Server: |
|---|--|

<i>Qty</i>	<i>Part Nr. / Item Description</i>	<i>Extended Net Price</i>	<i>Extended Net Monthly Fee</i>
	<ul style="list-style-type: none"> - Customer will assist Siemens with initial installation of Operating System and Network Configuration on hardware meeting the Siemens hardware requirements as defined in the Hardware TRS. - Siemens resources will install Red Hat Enterprise Linux, update the network connection, and register the Linux server on the Red Hat network with subscription provided by customer. Siemens can register the server on the Red Hat network if customer supplies their username/password to the installation resources, otherwise the customer will be responsible for registering the server with Red Hat. - Current security updates will be applied at time of installation. • The Customer must provide the Siemens resources a way to connect to the server remotely. • Customer will be responsible for any installation, setup or troubleshooting of an enterprise backup solution. 		
1	WPSDBSRVFF / Setup DB Server PS Installation FF Database Server – Quote is per Database Server. <ul style="list-style-type: none"> - The Customer will be responsible for providing a fully functional server meeting Siemens specification requirements as defined in the Technical Requirements Specifications. - The Customer will be responsible for installing Windows on the Server and configuring the Network, as well as presenting all required storage to the server and initializing the storage on the Windows server. - Siemens will install and configure Microsoft SQL Enterprise provided by either the Customer or through this agreement if purchased through Siemens. - The Customer must provide the Siemens resources a way to connect to the server remotely. • Customer will be responsible for any installation, setup or troubleshooting of an enterprise backup solution. 		
1	WPSWEBAPPSRVFF / Setup Web Server PS Installation FF		
1	SWPSBASEIMPLUG28FF / syngo Workflow Base Upgrade FF syngo Workflow Base Upgrade FF Application Specific Provisions Unless stated otherwise the implementation effort assumes all contracted syngo Workflow modules will be implemented concurrently to achieve First Productive Use concurrently. syngo Workflow Management System Siemens will provide the following implementation services: <ul style="list-style-type: none"> - Upgrade base software in one (1) Production, Test and Training environment. This includes: <ul style="list-style-type: none"> - Re-applying and validating existing database, profile and system information is available in new environment, - Completing software checkout, 		

Qty	Part Nr. / Item Description	Extended Net Price	Extended Net Monthly Fee
	<ul style="list-style-type: none"> - Validating software is ready for Customer and Siemens project teams to begin upgrade. - Analyzing current Radiology processes and guiding Customer in leveraging new Version feature/function to improve Radiology workflow. - Guiding Customer in setting up worklists to display patient information with outstanding work for a pre-determined area. - Guiding Customer in migrating and setting up worklists from prior version to display patient information with outstanding work for a pre-determined area. - Siemens will share best practice information with the Customer for training additional users required for First Productive Use. - Siemens will convert existing Customers patient specific data to the new environments just prior to First Productive Use of the system. - Siemens resources to provide a high level review to the Customer's installation team of newer functionality between the Customer's existing version and the newer version to be installed. This review is not intended to replace any Siemens Customer Education class offering or to be used as end user training. 		
1	SWPSMAMMOUG28FF / syngo Workflow Mammo UG FF Mammography shall include: Guiding Customer in new Version feature/function of Mammography.		
8	SWFTRAVEL / syngo Workflow Travel Provides for travel expenses for Siemens syngo® Workflow consultants. Fee is per consultant per visit.		
6	WPSDCSYS2SQLAFF / sWF Document Correction Assistance FF syngo Workflow Document Correction Assistance Service Updating your syngo Workflow implementation requires a database platform migration from Sybase to MS SQL Server. As part of this migration, document syntax corrections have been identified between the Sybase and MS SQL platforms. Document modifications are the responsibility of the Customer as outlined in the Siemens Implementation Methodology. Customer agrees to have Siemens resources update the SQL syntax of existing documents to work with MS SQL Server. This service does not include the creation of new documents or modifications in functionality of existing documents. This service only applies to identify and correct syntax errors between existing Sybase and SQL Server documents only. All services will be done remotely. Each unit or quantity of this part number is to equal fifty (50) active documents. Customer is responsible to testing and validating the corrected documents within the new environment prior to first productive use. Upon first productive use of the system the customer assumes all document responsibilities.		
6	P_SWF_DOC_COR_FF / sWF Document Correction Offset FF -Siemens resources to perform the Sybase SQL syntax to MS SQL syntax document correction when the Customer is upgrading syngo Workflow from a Sybase SQL platform to the MS SQL platform only. -Each unit or quantity of this part is to equal fifty (50) active documents. -Use of this offset part number is only valid with the sWF Document Correction Assistance part number (WPSDCSYS2SQLAFF or WPSDCSYS2SQLATM) in the identical quantity(s). -This service does not include the creation of new documents or modifications in functionality of existing documents. Offset only to cover existing documents being corrected to move from the Sybase platform to MS SQL Server platform. All services will be done remotely.		

Qty	Part Nr. / Item Description	Extended Net Price	Extended Net Monthly Fee
	<p>-Customer will be responsible to test and validate the converted documents within the new environment prior to first productive use of the system. Upon first productive use of the system the customer assumes all document correction responsibilities.</p> <p>-Siemens assumes no responsibility for any implementation delays or costs associated to delays due to document corrections.</p>		
1	SWPSPMTIME / sWorkflow Suppl. Proj Mgmt Resources syngo Workflow Supplemental Project Management Hours.		
1	WPS_VT_ORU_MIG_FF / Migrate V-T to Model ORU Rec Int. FF Migration from V-T interface to model ORU Receiver Interface. The Siemens interface analyst will perform the following: - Setup the interface processes and profiles. - Assist with the testing and analysis of the HL7 messages and coordinate break/fix requirements if needed. - Attend conference calls and status meetings. - Provide coverage during the live event.		

Implementation and Model Interfaces Subtotal

\$105,708

Custom Programming

1	SWPSCUSTOMIFUG28FF / Custom Interface FF - Invision GRV3 Bi-directional HL7 interface with Invision GRV3 <ul style="list-style-type: none"> - Inbound ADT. - Outbound billing messages - Inbound modifications <ul style="list-style-type: none"> - Capture and store information from ORM transactions to user fields - Outbound modifications <ul style="list-style-type: none"> - Add data from user fields to HL7 messages - Changes to segments for ORU result messages 		
1	SWPSCUSTOMIFUG28FF / Custom Interface FF - Soarian Clinicals Bi-directional HL7 interface with Soarian Clinicals <ul style="list-style-type: none"> - Inbound ADT and ORM - Outbound ORM and ORU - Modifications to the outbound HL7 message formats for Soarian requirements 		
1	SWPSMWIFUG28FF / Modality Worklist Migrate Interface FF Modality Worklist Outbound Patient and Procedure Query with Inbound Updates and Responses from syngo Workflow - Migrate Existing Interface		

Qty	Part Nr. / Item Description	Extended Net Price	Extended Net Monthly Fee
1	SWPSMPPSIFUG28FF / MPPS Migrate Interface FF Modality Procedure Perform Step Procedure Status Outbound to syngo Workflow - Migrate Existing Interface		
Custom Programming Subtotal			\$22,344

Migrations and Conversions

No Migrations and Conversions contained in this Statement of Work

Education and Training

1	SWPSUPGREVIEWFF / syngo Workflow Upgrade Review FF syngo Workflow resources to provide a high level review to the Customer's installation team of newer functionality between the Customer's existing version and the newer version to be installed .	\$2,736
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This review is not intended to replace any Siemen's Customer Education class offering or to be used as end user training.

1	SWSYSADMINCLASSVC / sWF Systems Admin 4 hour Virtual course syngo Workflow Basic System Admin Course - Virtual Class syngo® Workflow Basic Systems Administration Course	\$1,050
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This 4-hour virtual instructor-led course will provide the learner with the key information needed to administer the syngo® Workflow Radiology system.

During the session the learner will gain an overview of *syngo*® Workflow:

- Configuration:
 - File System
 - System Configuration (CFG) files
 - System Environments (PRD, TST, TRN, SYS)
 - CRON Tab and Starting and Stopping the application
- Monitoring:
 - System Backup
 - Backend Processes
 - Log Files
 - Application Server Error Messages (ERR)
 - System Performance
 - Printing
 - Faxing
 - Interfaces
 - Dayend Processing
- Troubleshooting:

Who should attend? *syngo* Workflow Administrators. The discussion will be applicable to users who have command line access to the *syngo* Workflow application and database

Qty	Part Nr. / Item Description	Extended Net Price	Extended Net Monthly Fee
	<p>servers, and are responsible for day-to-day monitoring of syngo Workflow. The class assumes that the attendee has Linux Command Line experience, can navigate within the Linux File Systems, understands basic Linux commands, and has a working knowledge of the 'vi' editor.</p> <p>The course is split over two days. The first day is 3 hours, followed by hands-on homework and one-hour review on the next day.</p> <p>This virtual course supports up to 4 participants from the same customer organization from any location.</p> <p>This educational offering must be completed twelve (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.</p>		
1	<p>SYWSQLSVRRPTCLTL / SYWF SLR SQL Server Reprting Upgr Cours</p> <p>This is an advanced course that will provide the learner key information need to utilize the SQL Server Reporting Service (SSRS) functionality. At the completion of this course you will be able to: 1) Manage, Export and Run reports 2) Create a subscription to a report 3) Identify the main areas of the Report Builder window 4) Create and format a report using Report Builder 5) Create data sets using Query Designer 6) Manipulate query results further using Expressions 7) Create Parameters and Filters and define default values 8) Add Charts and Indicators to reports 9) Create a drill through report and 10) Transfer a custom report into an SSRS report. Economy airfare, lodging and lunch is included for (1) attendee. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed by the later of (12) months from install end date or purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. This educational offering must be completed by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.</p>	\$4,500	
Education and Training Subtotal		\$8,286	
Fixed Fee Professional Services and Support Total		\$136,338	

Technology Bid
RIS - syngo Workflow SLR, Upgrade (Quote Nr. 1-IT06VW Rev 1)

Customer Name: San Mateo Medical Center
 Date Bid Created: 2017-08-01
 Bid Reference #: 1-SAN MATEO-SWF-R4

syngo Workflow

<u>Qty</u>	<u>Equipment and Third Party Software - One Time Fees</u>	<u>Extended Price</u>
1	Red Hat Enterprise Linux up-to-2CPU License w/ 3-year Subscription Red Hat Enterprise Linux up-to-2CPU License w/ 3-year Subscription.	3,943
1	Easysoft ODBC-SQL Server Driver - 1 Machine - License w/ 1-year Subscription Easysoft ODBC-SQL Server Driver - 1 Machine - Electronic License Key (0053-99-9999-99-31-12-01) with 1-year Support.	2,183
Equipment and Software		\$6,126
Shipping		\$29
Total One-Time Fees		\$6,155

Technology Requirements Specifications
RIS - syngo Workflow SLR, Upgrade (Quote Nr. 1-IT06VW Rev 1)

(Template Revision 5/31/2017)

SIEMENS Application	Release
syngo Workflow RIS	VB30B

	Value or Answer
Customer Application Load Statistics	
Total number of Concurrent Users (the maximum number of Radiology, Mammography, Scheduling and Browser Users who could be logged in and using the system at the same time, including users who will be accessing Radiology from an integrated PACS workstation, etc.):	
Total number of modality devices that will utilize DICOM Work Listing and/or Modality Performed Procedure Step directly from the RIS. (Devices such as CT Scanners, MRI Scanners, etc.):	
How many PACS or PACS Brokers will the RIS be interfaced to? (i.e., HL7 interface):	N/A
Maximum number of Concurrent Users that will be using syngo Portal Radiologist:	N/A
Total number of scanned pages per year if using the Document Scanning functionality (assumes an average of 58 KB per document):	50,000
Number of Radiology/Mammography Exams performed Per Year:	50,00
Number of "Scheduled Exams" Per Year:	N/A
Number of years retention for patient exams, results reports and scanned documents:	7
Number of faxes per day:	300

NOTE: The Standard Siemens configurations listed in this Technical Requirements Specification provides for historical retention (patient exams, results reports and scanned documents) up to 7 years. Historical

data is not automatically removed from the system unless directed by the Customer. The system supports unlimited retention of historical information provided storage space is available. Customers shall work with their Siemens representative when additional storage space is needed.

NOTE: Customer is responsible to provide a backup solution to all servers on an established schedule which can be utilized if a recovery is ever needed. Siemens will assist in configuration and integrating the syngo Workflow server components into the Customer's backup solution. The Customer's backup solution should include either bare metal recovery functionality for physical servers or VM level recovery in a virtualized environment. The Siemens installation media should always be retained in case it may be required.

Minimum Equipment and Third Party Software Requirements:

Note: Customer responsible for hardware or 3rd party software and any ongoing maintenance/support fees.

Siemens Support Access

- High speed VPN connection is required for Siemens Support access for all syngo Workflow servers, with IP based remote server management with root access (Enterprise Management Card/Port with Remote Console and Virtual Media; or Global IP KVM switch with Virtual Media, or VMware Client Console).
- Connection to SRS will be required.

High Availability (HA) Option

For those customers choosing a High Availability (HA) configuration, additional items such as a 3rd party software, quorum disk, and file share space on the domain encompassing the full size of their replicated databases are needed. Other domain level objects such as a windows cluster and a listener will also be necessary. Please consult with Siemens if you have any questions. Any necessary installation, hardware or additional 3rd party software needed for HA setup/support will be the responsibility of the Customer.

Main Client Workstation

Required Equipment:

- Workstation with Intel Core or Xeon CPU
- 4GB of available disk space
- 4GB RAM
- 1 available USB Port (For External voice reporting system for support of Mic on the system)
- 10/100/1000 MB Network Interface Card
- Font Setting: Small (96dpi) or Large (120dpi)
- Keyboard and Mouse

- A secure broadband connection required for customers who will utilize remote transcription

Required Third Party Software:

- Windows 7 Professional/Ultimate/Enterprise (32-bit or 64-bit); Windows 7 64-bit is recommended and
- Windows 10 Pro / 64-bit for client workstation Microsoft Internet Explorer, 9.0, 10.0 and 11.0
- Microsoft Silverlight 5.0 desktop plug-in
- Microsoft .NET Framework 4.5.2
- A VT emulation package - Required for PCs that will use Non-GUI functionality. Must include VT220 and key map support
- Word 2010 or Word 2010 Viewer or Word 2013- Required for all workstations where transcription, document building, electronic signature or access to the word processing editor is required. Only 32-bit version supported.
- Microsoft Windows Server Client Access Licensing
- Adobe Flash Player (minimum version 17) is required for playback of Guided Implementation instructional videos.
- Display Resolution of 1280x1024 MUST be viewable regardless of the monitor's orientation – portrait, landscape.

Portal Radiologist Workstation (* with 3rd Party Voice-to-Text and/or PACS client)

- The Classic Client can also be installed on this workstation without the need for additional hardware resources.
- * Refer to Integrated RIS+PACS workstation hardware and software requirements from the associated vendor.

Required Equipment:

- Workstation with Intel Core or Xeon CPU with 4-cores (or 2-cores with HyperThreading enabled) running at 2.0GHz in normal mode (not Turbo mode), or higher class/cores/speed.
- Disk space availability per PACS requirements
- 8 GB RAM
- 1 available USB Port (For External voice reporting system for support of Mic on the system)10/100/1000 MB Network Interface Card
- Font Setting: Small (96dpi) or Large (120dpi)
- Keyboard, and Mouse
- A secure broadband connection

Required Third Party Software:

- Windows 10 Pro / 64-bit for client workstation and Windows 7 Professional/Ultimate/Enterprise (32-bit or 64-bit); Windows 7 64-bit is recommended
- Microsoft Internet Explorer , 9.0, 10.0 and 11.0
- Microsoft Silverlight 5.0 desktop plug-in
- Microsoft Windows Server Client Access Licensing
- Display Resolution of 1280x1024 MUST be viewable regardless of the monitor's orientation – portrait, landscape

Integrated RIS+PACS+AV Workstation (recommendation)

- Workstations and Video Cards must always be purchased in a hardware-manufacturer-supported

configuration to maintain warranty coverage in case repair is needed. Using third-party or display-manufacturer-sourced video cards may negate workstation warranty, or cause the customer to make physical changes before calling support.

- Customers who intend to install any applications other than those listed above under “Compatible SW Versions:” must check that the Recommended Equipment and Third Party Software listed below meets or exceeds the Minimum Requirements for all the applications being loaded onto the workstation.

Recommended Equipment:

- Workstation with Intel Core or Xeon CPU with 4-cores running at 3.6GHz in normal mode (not Turbo mode) with 1600MHz System Bus, or higher class/clock/cores/bus.
- 100MB or more Disk Space on Enterprise-class HDD or SSD
- 8GB of 1600MHz RAM
- 10/100/1000Mb Network Interface
- Up-to-3x Nvidia Quadro Q600 or K600 Video Cards with DP->DVI Adapters (1x per video card)
- USB Keyboard and Optical Mouse
- 1x available USB port (for users with USB Microphone)
- Up-to-4x Diagnostic-quality Hi-resolution displays (using DisplayPort connections), or up-to-2x Diagnostic-quality Hi-resolution displays (using DVI connections) with up-to-2x Diagnostic-quality Mid-resolution displays (using DB->DVI Adapters)

Recommended Third Party Software:

- Windows 7 Professional/Ultimate/Enterprise 64-bit Operating System and
- Windows 10 Pro / 64-bit for client workstation Microsoft Internet Explorer, 9.0, 10.0 and 11.0
- Microsoft Windows Server Client Access Licensing
- Microsoft SQL Client Access Licensing
- Microsoft Silverlight 5.0 desktop plug-in (for *syngo* Workflow and *syngo.via* users)
- Microsoft Expression Encoder 4 SP1 (for *syngo.via* users)
- Microsoft VC9 Runtime (for *syngo.via* users)
- Microsoft .NET Framework 4.5 (for *syngo.via* users)
- Microsoft Windows Media Player 9 or higher (for *syngo.via* users)

Application Server

Please NOTE: The SLR application server is only supported running as a virtual machine (VM) under VMWare or Hyper-V. While the VM environment is usually provided by the customer, when hardware is requested from Siemens, the following physical configuration is the minimum required. The host OS will be Windows Server w/Hyper-V role, and the required Red Hat Enterprise Linux VM will be installed and configured as a VM.

Required Equipment:

- (4) Xeon Processor Cores
- 16 GB RAM
- RAID Controller with write cache
- (4) 72GB 15,000 RPM SAS Hard Drives in 2x RAID1 sets
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports

Recommended Resources when using Virtualization:

- (1) 2-Core vCPU
- 8GB of vRAM
- (2) 72GB Datastores
- DVD-ROM
- (1) VMXNET3 Network Adapter

Required Third Party Software:

- Microsoft Windows 2016 Server Standard Edition 64-bit (Installed on the physical hardware w/Hyper-V Role enabled)
- Red Hat Enterprise Linux Premium 6.4 (32-bit) or 6.7(32-bit)
- Easysoft ODBC Driver v1.9 for RHEL
- Siemens MessageQ built on BEA Version 5.0-RP41
- VIKING Version 3.80 Screen Manager Software

Database Server – Small (for Customers up to 100K PPY)

- Disk sizing below is based on 7-years of regular use at the system size and statistics given above. If the customer would like to increase disk sizing for 7 additional years they can double stated capacities below.
- High Availability implementations require using 2 servers with Windows Enterprise Edition and Shared SAN Storage.

Required Equipment:

- (4) Xeon Processor Cores
- 16 GB RAM
- RAID Controller with write cache
- (8) 146GB 15,000 RPM SAS Hard Drives in 4x RAID1 sets
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports

Recommended Resources when using VMware Virtual Guest:

- (1) 2-Core vCPU
- 8GB of vRAM
- (3) 146GB Datastores
- DVD-ROM
- (1) VMXNET3 Network Adapter

Required Third Party Software:

- Microsoft Windows 2008 R2 OR Server 2012R2 Server Standard/Enterprise Edition 64-bit
- Microsoft SQL Server 2012 SP2 Minimum or SQL Server 2014 – both Ent. Edition

Database Server – Large (for Customers up to 750K PPY)

- Disk sizing below is based on 7-years of regular use at the system size and statistics given above. If the customer would like to increase disk sizing for 7 additional years they can double stated capacities below.
- High Availability implementations require using 2 servers with Windows Enterprise Edition and Shared SAN Storage.

Required Equipment:

- (4) Xeon Processor Cores

- 32 GB RAM
- RAID Controller with write cache
- (14) 146GB 15,000 RPM SAS Hard Drives in 7x RAID1 sets, plus (2) 300GB SAS Hard Drives in 1x RAID1 set
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports

Recommended Resources when using VMware Virtual Guest:

- (1) 2-Core vCPU
- 32GB of vRAM
- (7) 146GB Datastores, plus (1) 300GB Datastore
- DVD-ROM
- (1) VMXNET3 Network Adapter

Required Third Party Software:

- Microsoft Windows 2008 R2 OR Server 2012 R2 Server Standard Edition 64-bit with Service Pack 1
- Microsoft SQL Server 2012 SP2 Minimum or 2014 both Enterprise Edition

Web Application Server

- A minimum of (1) Web Application Server is required for use with syngo Workflow to support the desktop users and Portal Radiologist. Each individual Web Application Server will support up to 150 desktop users and up to 50 concurrent Portal Radiologist users, or up to 200 desktop users when Portal Radiologist will not be utilized.

Required Equipment:

- (4) Xeon Processor Cores
- 8 GB RAM
- RAID Controller with write cache
- (4) 72GB 15,000 RPM Internal SAS Hard Drives in 2x RAID1 sets
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports

Recommended Resources when using VMware Virtual Guest:

- (1) 2-Core vCPU
- 8GB of vRAM
- (2) 72GB Datastores
- DVD-ROM
- (1) VMXNET3 Network Adapter

Required Third Party Software:

- Microsoft Windows 2008 R2 Server Standard Edition 64-bit with Service Pack 1 or Microsoft Windows 2012 R2 Standard Edition
- Microsoft .NET Framework 4.5

Format Servers

- A minimum of (2) Format Servers are required. The first (2) Format Servers can accommodate a total of 500,000 annual exams. Each additional Format Server can accommodate an additional 500,000 exams.

Required Equipment:

- (1) Xeon Processor Core
- 4 GB RAM
- RAID Controller with write cache
- (2) 72GB Internal SAS Hard Drives in 1x RAID1 set
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports

Recommended Resources when using VMware Virtual Guest:

- (1) 1-Core vCPU
- 4GB of vRAM
- (1) 72GB Datastore
- DVD-ROM
- (1) VMXNET3 Network Adapter

Required Third Party Software:

- Microsoft Windows 2008 R2 OR 2012 R2 Server Standard Edition 64-bit with Service Pack 1
- Microsoft Word 2010 or Word 2013. Only 32-bit version supported
- Printer Drivers as required by printer manufacturer

Fax Server

- It is not recommended to virtualize the BISCOM FaxCom server when the customer will supply analog Telco connections.
- In certain cases the customer's PBX may be compatible with Biscom's Brooktrout SR-140F Fax-over-IP (FoIP) software, which is VMware friendly, but the customer is required to research, implement and support this solution with Biscom's assistance.

Required Equipment:

- BISCOM Faxcom Turnkey Solution (or virtual platform for SR-140F Fax-over-IP plus Faxcom software)
- (1) BISCOM fax channel is required for every 300 faxed pages per day

Paperless Workflow Devices

- Document Scanner - TWAIN compliant scanner compatible with the desktop hardware and OS
- Pen Tablet replaces Electronic Signature

Note: VP9805 ePAD-ink LCD device with Word integration software, from Interlink Electronics is still supported in VB30 under the Classic Client functionality only. Recommendation is to plan to replace all ePAD devices with Pen or Tablet devices.

Printer Requirements:

- Network-enabled (Connectivity may be established via an embedded network interface card or via an external box)
- Supports the LPD protocol over TCP/IP
- Has a Microsoft Windows print driver that is compatible with the Windows operating system being used on the print formatter

- For printing barcodes, the printer must support the 3-of-9 barcode format.
- For label printing, some of the commonly used printers include Dymo LabelWriter DUO, Dymo LabelWriter 400 and Zebra S600

Barcode Reader Device Requirements:

- Wedge reader (i.e. the device is strictly an alternative input device and does not do any “on-board” processing or interpretation of the barcode being scanned.)
- Capable of reading 3-of-9 barcode format
- Compatible with the hardware and operating system of the workstation to which it will be connected

Note: Intermec “Intelligent” barcode readers 9440 and 9512 are no longer supported

