

**AMENDMENT NO. 1 TO  
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND OPTUM CLINICAL SOLUTIONS, INC.**

This Amendment No. 1 (“Amendment”) to the Agreement between the County of San Mateo and Optum Clinical Solutions, Inc. (“Contractor” or “Optum”) is made as of \_\_\_\_\_, 2015 (“Amendment Effective Date”), and County of San Mateo (“County” or “Customer”) and amends the Agreement dated June 17, 2014 (the “Agreement”). Any capitalized terms not defined herein shall have the meanings set forth in the Schedule or Agreement.

NOW, THEREFORE, in consideration of the mutual exchange of promises set forth herein, County and Contractor agree to amend the Agreement and Schedule as follows:

The following Exhibits, Attachments and Appendices are attached to this Amendment and incorporated into the Agreement by this reference:

- Exhibit A – License and Services Terms and Conditions
- Exhibit B – Product Schedule
  - Attachment A – Software and Fees
  - Attachment B – Hardware and Third Party Software Specifications
  - Attachment C – Implementation Scope of Services
    - Appendix A – High Level Project Timeline
    - Appendix B – Customer Resource Requirements
    - Appendix C – Standard OR Manager Forms
  - Attachment D – Other Products
- Exhibit C – Travel & Expense Policy
- Exhibit D – Hourly Rate
- Exhibit E – Anesthesia Software Pricing

**1. Existing Agreement.** Except as set forth in this Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the order of precedence shall be, in decreasing order: this Amendment and then the Agreement.

**2. Software and Licensing Terms.** County wishes to obtain certain data, software, and consulting products and services from Contractor. Exhibit A attached to this Amendment sets forth the terms under which Contractor will provide the requested products and services. Exhibit A shall apply for all products and services with the exception of the Picis Maintenance Services.

**3. Term and Termination.** Section 4 of the Agreement shall be amended to change the date June 30, 2017 to June 30, 2018.

**4. Maximum Fees.** Section 3 of the Agreement shall be deleted in its entirety and replaced as follows:

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A of the Agreement and Exhibit B (OR Manager Product Schedule) of Amendment 1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B of the Agreement

and Exhibit B of Amendment 1. Invoices shall be paid within thirty (30) days of the invoice date. Annual maintenance fee shall be paid annual in advance of each Annual Term as set forth in Exhibit B of the Agreement and Exhibit B of Amendment 1. In no event shall County's fiscal obligation under the Agreement for Contractor Maintenance Services described in Exhibit B of the Agreement exceed \$340,000. In no event shall County's fiscal obligation under this Agreement for license and services described in Attachment A of Amendment 1 to the Agreement exceed \$527,000. In no event shall County's fiscal obligation under this Agreement for Contractor license and services described in Exhibit E of the first amendment to the Agreement exceed \$686,000. In no event shall the County's total fiscal obligation under the Agreement exceed \$1,553,000 ("Maximum Fees").

County shall reimburse Contractor for any pre-approved out-of-pocket travel and lodging expenses incurred by Contractor in performance of Services on site at the County facility as detailed in Attachment A, Section 3. Such payments are subject to the Maximum Fees

**5. Maintenance Fees PulseCheck.** Exhibit B, Maintenance Fees, of the Agreement shall be deleted in its entirety and replaced as follows:

**Maintenance Fees:**

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule which is based on the County's fiscal year:

<b>Annual Term</b>	<b>Annual Maintenance Fee</b>
July 1, 2014 - June 30, 2015	\$ 74,565.98
July 1, 2015 - June 30, 2016	\$ 74,565.98
July 1, 2016 - June 30, 2017	\$ 74,565.98
July 1, 2017 – June 30, 2018	<u>\$ 74,565.98</u>
<b>Total</b>	<b>\$ 298,263.92</b>

**6. Price Protection.** Contractor shall not increase the pricing set forth in Exhibit E for the Anesthesia software modules and services before December 31, 2015. If the County does not contract for these software and services, by an amendment signed by both parties, on or before December 31, 2015, such price protection shall expire.

Examples of future price protected purchases may include, but are not limited to:

- Monitoring Network HL7 Inbound Interface (SKU #4435\_3). The Monitoring Network HL7 Inbound Interface offers integration between the hospital's medical devices, the device manufacturer's HL7 data system, and the Optum Perioperative and Critical Care applications.
- TouchPoint 2.0 powered by InterSystems (SKU #2240). TouchPoint 2.0 is required for the upgraded version of Emergency Department Professional Fee Billing HL7 Outbound Interface 2.0. The current interface cannot be upgraded to the 2.0 version until the County is using ED PulseCheck vs5.5. There is no additional fee for the interface upgrade, however, TouchPoint 2.0 is required to be licensed.

The parties have accepted and agreed to this Amendment 1 as of the Amendment Effective Date.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Clerk of Said Board

Optum Clinical Solutions, Inc.

Scott Iverson  
Scott Iverson (Feb 11, 2015)

COO

\_\_\_\_\_  
Contractor Signature

Date: Feb 11, 2015

Contract Control No. 57909

**EXHIBIT A**  
**License and Services Terms and Conditions**

Customer wishes to obtain certain data, software, and consulting products and services from Optum. This Agreement sets forth the terms under which Optum will provide the requested products and services.

1. Software, Data Products and Services.

1.1 The following definitions shall apply to this Agreement, including all product schedules referencing this Agreement (the "Schedules"):

- (a) "Affiliate" shall mean a company, which controls, is controlled by or is under common control with a party to this Agreement. For the purpose of this Section, "control" shall mean majority ownership.
- (b) "Agreement" shall mean this Master Services and License Agreement, the Business Associate Addendum, and all Schedules signed by the parties.
- (c) "Customer Data" shall mean claims, eligibility, provider, and other health care related data that Customer owns and that Customer or a Data Source delivers to Optum pursuant to this Agreement.
- (d) "Data Products" or "Data" shall mean all databases, data sets and other collections of information that Customer licenses from Optum pursuant to this Agreement.
- (e) "Data Sources" shall mean Customer and its administrators, claims payors, vendors and other sources of Customer Data to be delivered to Optum.
- (f) "Documentation" shall mean all user manuals and other written specifications distributed to Customer in connection with the Data Products or Software.
- (g) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and its corresponding regulations, as amended from time to time.
- (h) "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. §160.103, as amended from time to time, limited to PHI that Optum obtains from or on behalf of Customer.
- (i) "Services" shall mean all consulting, training, Software hosting, analytical, data management, support, maintenance, reporting and other services Customer obtains from Optum pursuant to this Agreement.
- (j) "Software" shall mean all computer software programs Customer licenses from Optum pursuant to this Agreement, whether installed at Customer's location or hosted at Optum or elsewhere, all updates and revisions to such software that Optum provides to Customer, and all Documentation provided with such computer software programs.
- (k) "Useable Data" shall mean complete, readable Customer Data in the format required for the applicable Software, Data Products or Services product, conforming to the source data standard set forth in a Schedule, and including appropriate documentation, which has been tested and inspected by Optum, and determined to be Useable Data by Optum.

1.2 When Customer agrees to purchase or license and Optum agrees to provide Software, Data Products or Services to Customer under this Agreement, the parties shall sign appropriate Schedules to this Agreement. Execution of this Agreement does not bind Customer to purchase or license any particular quantity of Software, Data Products, or Services. Each Schedule shall define the Software, Data Products and Services to be provided to Customer and the prices and terms applicable to them. To the extent the terms of a Schedule conflict with the terms of this Agreement, the terms of the Schedule shall control.

1.3 The following applies to Customer's license of any Software or Data Products:

- (a) As of the Effective Date of the applicable Schedule, Optum grants Customer a nonexclusive, nontransferable license to use the Software or Data Products for Customer's internal use within the United States, pursuant to the terms of this Agreement. Customer may use the Software or Data Products only as permitted in the applicable Schedule, and for no other purposes.
- (b) In the event that Customer wishes to use a third party as its agent to access the Software, the Data Products or a database of Customer Data produced through use of any Software, Optum must approve access by such third party and the third party must sign an appropriate nondisclosure agreement with Customer or with Optum. However, Optum's approval is not required for third party contractors that will

have only incidental contact with or use of such items. Customer, however, remains responsible for protecting the confidentiality of the Software, Data Products, and Services it obtains from Optum. Except as permitted by this Agreement and as required by Customer's legal responsibilities under the California Public Records Act, California Government Code Sections 6250-6276.48, Customer shall have no right to allow any person or entity who is not a party to this Agreement or an Affiliate of Customer to access the Software or Data Products directly or indirectly in any way.

(c) Customer may make copies of the Software and the Data Products only for backup, archival, disaster recovery, and disaster recovery testing purposes. On each such copy of the Software or Data Products, Customer shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the Software and Data Products made or received by Customer can be used only as permitted under this Agreement. At any time within ten (10) business days after Optum's written request, Customer shall inform Optum of the number and location of all copies of the Software and Data Products Customer has made or received.

(d) Customer shall not (i) copy, reproduce, modify, or excerpt any of the Software or Data Products for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer or lease the Software or Data Products to any person or entity that is not a party to this Agreement or an Affiliate of Customer, or use the Software or Data Products to provide service bureau or similar services to third parties (unless expressly permitted on a Schedule); or (iii) attempt to reverse engineer or otherwise obtain copies of the source code for the Software or the identity of individual patients or members, Data Sources, persons, payers, or providers reflected in any Data Products.

(e) Optum shall furnish to Customer without charge only those updates to or new versions of Software or Data Products that Optum furnishes without charge to all other licensees for the Software or Data Products. If Optum notifies Customer that an update supersedes the preceding version, Customer shall have a reasonable time in which to move to the updated version, and thereafter, Optum will have no further obligation to provide maintenance services for the superseded Software or Data Products versions. When Optum hosts Software or Data Products for Customer, Optum will use the then-current version of the Software or Data Products on behalf of Customer.

1.4 Optum may use proprietary tools, computer programs, algorithms, databases, methods and techniques, processes and other materials and ideas developed by itself or others to perform Services for Customer ("Optum Tools"). Customer acknowledges and agrees that the Optum Tools, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof, remain the sole property of Optum.

## 2. Customer's Responsibilities.

2.1 Customer will provide and maintain all computer hardware, software, communications equipment, and associated peripherals and support necessary to use the Software and the Data Products. Any failure to perform by Optum shall not be considered a breach of this Agreement if such failure to perform results from Customer's failure to provide the recommended computer hardware, software, communications equipment, and/or associated peripherals and/or support. If a Schedule requires Customer to deliver Customer Data to Optum, Customer shall provide Optum with all Useable Data required, in the format required for the applicable Software, Data Products or Services. Customer's failure to provide Useable Data shall relieve Optum of all obligations under this Agreement that are contingent upon receipt of Useable Data, until such time as Customer has delivered Useable Data to Optum.

2.2 Customer and the Data Sources shall be responsible for their data entry activities, and for the accuracy of any Customer Data delivered to Optum. Customer agrees that the Customer Data it provides to Optum under this Agreement (if any) contains true and accurate data and information, to the best of Customer's knowledge. Optum shall not be responsible for errors in Customer Data or data entry done by Customer or the Data Sources, or for errors in services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if those Optum errors result from errors in Customer's or the Data Sources' input data, or from Customer's failure to comply with this Agreement. Customer is responsible for obtaining, prior to furnishing any data or information to Optum, any necessary permissions, consents, or releases, including entering into business associate agreements as applicable, which are required by applicable federal, state or local laws and/or

regulations for the delivery of Customer Data to Optum and for Optum to use and disclose such Customer Data as set forth under this Agreement or required by law.

2.3 During and after the term of this Agreement, Optum may use, reproduce, transfer and combine Customer Data and information derived from that data for preparing commercially available normative and benchmark data and databases, and for internal and external research and analysis purposes. Consistent with Section 5 of this Agreement, Optum shall not use, distribute or disclose Customer Data in any manner that would reveal the identity of patients or members (other than for explicit use of Customer Data by Customer under this Agreement), except to the extent permitted by applicable law or this Agreement.

2.4 In the event that Customer uses or accesses any Optum information or communication systems ("Optum Systems"), which includes the systems owned and/or operated by Optum and/or Optum's Affiliates, in the course of the parties performing under this Agreement, Customer agrees that it will use such access only as authorized in this Agreement, and for no other purposes, and will comply with all security controls, policies, standards, and guidelines applicable to Optum Systems which are disclosed to Customer as part of a log-in procedure. Customer agrees it will not knowingly (i) introduce any virus or disabling code into the Optum Systems; (ii) allow third parties to have access to the Optum Systems; (iii) attempt to access any portions of the Optum Systems that are not required for Customer's performance under this Agreement; (iv) use the Optum Systems in any manner that may damage or impair the Optum Systems, Optum, or its Affiliates, or (v) attempt to circumvent or bypass Optum's security procedures for the Optum Systems.

### 3. Prices and Payment.

3.1 Customer shall pay Optum for the Software, Data Products and Services in the amounts set forth on each Schedule. Customer shall pay Optum for any additional billable services, which Customer requests in writing and Optum performs and which are not specified in any Schedules, for the fees agreed to in such requests. Customer will reimburse Optum for all reasonable out of pocket expenses required for Contractor to perform Contractor's services under this Agreement, including transportation, hotel accommodations, meals, telephone calls, and overnight couriers in conformance with the guidelines in this Section. Prior County approval of Contractor's travel is not required for tasks so identified in the Schedule. Any travel outside of the Schedule requires written preapproval by the Customer. Optum will provide the Customer's Health Information Services Department with original receipts for all reimbursable expenses over \$25 within thirty (30) days of the expenses being incurred.

3.2 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 (i.e., 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.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.

3.3 Optum shall be reimbursed for driving mileage incurred in performance of this Agreement at \$0.56 per mile, or the current IRS rate, and direct costs for lodging, meals, car rental, and airfare. The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). 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). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. 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.

3.4 Optum will provide copies of receipts for any expenses over \$25 at Customer's request. Expenses reimbursed under this Section are not refundable by Optum to Customer for any reason. All invoices will be stated in and all payments made in U.S. dollars. Customer shall pay all applicable sales, use, and any other taxes (other than Optum's income taxes), however designated, which are collected or levied on account of this Agreement, unless Customer is exempt from such taxes and provides Optum with appropriate documentation of the exemption.

3.5 Customer agrees to pay all fees and expenses invoiced by Optum within thirty (30) days after the date of each invoice. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1½ %) per month, or the maximum rate allowed by law.

#### 4. Warranties and Limitation of Warranties.

4.1 Optum represents and warrants to Customer that Optum has the right to license the Software and Data Products to Customer. All rights in patents, copyrights, trademarks and trade secrets encompassed in the Software and Data Products will remain in Optum or its licensors, as applicable. Customer does not obtain any rights in the Software or Data Products except the limited right to use the Software and Data Products as provided herein and in the Schedules.

4.2 Optum warrants that the Software will perform substantially in accordance with the applicable Documentation for the licensed release. If the Software fails to perform in accordance with the Documentation within ninety (90) days after the initial delivery of the first licensed release of the Software to Customer, Customer shall notify Optum in writing prior to the expiration of such ninety- (90) day period, and Optum shall repair or replace the Software. If Optum is unable to repair or replace the Software after receipt of such notification from Customer, upon Customer's request Optum will refund the license fees and professional fees Customer paid for such Software (if any), and the license to use such Software shall be deemed to be terminated. Optum warrants that the Data Products, upon delivery to Customer, shall consist of an accurate copy of the data sets or databases described in the Documentation for the Data Products. However, to the extent that the Data Products contain information Optum has received from third parties, Optum warrants only that the Data Products contain an accurate copy of the information that was delivered to Optum. These warranties are void if Customer modifies the Software or the Data Products, Customer uses the Software or Data Products in any manner that is not allowed under this Agreement, or Customer allows unauthorized persons to use the Software or Data Products.

4.3 Optum represents and warrants to Customer that:

(a) The Software and the Data Products and any medium by which they are delivered to Customer do not contain any virus or any other contaminant or disabling devices. This Section does not apply to disabling code used to terminate an evaluation or trial period for Software or Data Products.

(b) Each of Optum's employees, agents and subcontractors assigned to perform any Services shall have the proper skill, training, and experience to perform the Services, the Services will be performed in a competent and professional manner, and Optum's employees, agents and subcontractors will observe any working rules of Customer, while on Customer's premises and to the extent conveyed by Customer. Optum agrees to reperform any Services not in compliance with this warranty without additional charge that are brought to its attention in writing within thirty (30) days after those Services are delivered to Customer.

(c) For the duration of any maintenance or support services that Customer obtains from Optum pursuant to a Schedule, the Software or Data Product that is being maintained or supported by Optum shall perform substantially in accordance with its then-current Documentation.

4.4 Except as expressly provided in this Agreement, OPTUMINSIGHT AND ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS RELATING TO THE SOFTWARE, THE DATA PRODUCTS, OR THE SERVICES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 5. HIPAA Compliance.

5.1 This Section 5 applies only in the event that Optum is receiving Customer Data from or on behalf of Customer, which constitutes PHI. The parties hereby agree to the Business Associate Addendum ("BAA"), between the parties attached to the Agreement Between the County of San Mateo and Optum Clinical Solutions, Inc. dated June 17, 2014. Unless otherwise specified in this Agreement, all capitalized terms used in this Section 5 or the BAA and not otherwise defined have the meaning established for purposes of the Privacy Rule and the Security Rule under HIPAA, as amended from time to time. Customer agrees that each time it provides PHI to Optum, Customer

or its Data Sources will retain a copy of such PHI, and Optum shall not have possession of the only copy of such PHI, unless Optum has agreed in writing to hold the only copy.

5.2 The terms of this Section 5 and the BAA have been included based solely on the understanding by the parties that they are required by HIPAA or other applicable laws. To the extent that any relevant provision of HIPAA is materially amended or interpreted in a manner that changes the obligations of Customer or Optum under this Agreement, the parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to such revised obligations. The terms of this Agreement will be construed in light of any interpretation of and/or guidance on HIPAA issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time.

## 6. Limitation of Remedies and Indemnification.

6.1 This Section 6.1 limits the parties' liability to each other in actions between the parties brought under this Agreement. Each party's liability to the other party for direct damages arising out of this Agreement shall not exceed the amount Customer has paid or owes Optum under this Agreement for the 12-month period immediately prior to the incident giving rise to the cause of action. Neither party nor the third party vendors of products embedded in the Software or Data Products shall be responsible under this Agreement for any indirect, incidental, special or consequential damages resulting from either party's performance or failure to perform under this Agreement, including, without limitation, the use of or inability to use the Software, Data Products or Services, any damage to equipment and any cost of recovering lost data or of reprogramming. Notwithstanding the above, this Section 6.1 does not limit (a) the parties' obligations to each other under Sections 6.2 or 6.3 of this Agreement, or (b) the liability either party may have to the other party for breach of Sections 5 or 7 of this Agreement, or (c) Customer's liability to Optum for failure to pay amounts due under this Agreement or any Schedule.

6.2 When a third party sues Customer or a governmental agency assesses a fine or penalty against Customer, Optum agrees to defend Customer against and hold it harmless from all third-party claims, damages and liabilities resulting from (a) a claim that any Software or Data Products owned by Optum infringes a United States patent or United States copyright; or (b) Optum's breach of this Agreement; provided that Customer gives Optum prompt, written notice of any such claim, sole control of the defense and settlement of such claim, and all reasonable assistance to defend such claim. Customer shall not agree to settle the claim without Optum's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. Optum shall have no obligations under this Section if such claims, damages and liabilities result from Customer's breach of this Agreement or Customer's unauthorized or inappropriate use of or modifications to the Software or Data Products. This indemnification provision shall not be deemed to waive or limit any other rights.

6.3 When a third party sues Optum or a governmental agency assesses a fine or penalty against Optum, Customer agrees to defend Optum against and hold Optum harmless from all third-party claims, damages and liabilities resulting from (a) use of Customer Data by any third party to whom Customer has directed Optum to deliver such data; or (b) Customer's business decisions made after use of the Software or Data Products (except for claims which fall under Section 6.2 of this Agreement) or Customer's business decisions made after use of the Services; or (c) Customer's breach of this Agreement; provided that Optum gives Customer prompt, written notice of any such claim, and all reasonable assistance to defend such claim. Optum shall not agree to settle the claim without Customer's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. Customer shall have no obligation under this Section 6.3 if such claims, damages and liabilities result from Optum's breach of this Agreement. This indemnification provision shall not be deemed to waive or limit any other rights.

## 7. Confidentiality.

7.1 Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating Schedules or future agreements between the parties, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, Optum's Confidential Information shall include, without limitation, the terms of this Agreement, financial information and employee information; information regarding Optum products, marketing plans, business plans, customer names and lists,



Software, Data Products, Services and Documentation; reports generated by or for Optum; Optum's methods of database creation; Optum's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, technology and trade secrets. Without limiting the foregoing, Customer's Confidential Information shall include information regarding Customer's business and information regarding Customer's patients, premiums, and claims data. Confidential Information shall not include PHI, which is subject to Section 5 of this Agreement.

7.2 Each party agrees that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party unless required by law; (d) it will take all reasonable precautions to protect the other party's Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party or certify as destroyed all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors, other than archival copies. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information.

7.3 Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the other party's Confidential Information.

## 8. Term and Termination; Dispute Resolution.

8.1 This Agreement commences as of the Agreement Date. Unless earlier terminated as provided in this Agreement, this Agreement continues until the later of (a) June 30, 2018 or (b) the expiration of all Schedules to this Agreement. Section 2.3 and all Sections of this Agreement (including the Schedules) relating to confidentiality, HIPAA compliance, ownership of intellectual property, indemnification, or limitations of liability shall survive termination or expiration of this Agreement. Upon termination or expiration of this Agreement, Customer shall, within thirty (30) days, return all copies of all Software, Data Products, Documentation and related user materials to Optum. With Optum's consent (via e-mail), Customer may certify that it has ceased using and has destroyed the Software, Data Products and Documentation, rather than return them.

8.2 Failure by either party (the "Breaching Party") to comply with any material provision of this Agreement shall entitle the other party (the "Non-breaching Party") to give notice of breach to the Breaching Party specifying the nature of the breach and requiring the Breaching Party to cure such breach within thirty (30) days of such notice. If the Breaching Party disagrees with the existence, extent, or nature of the breach, the parties shall use reasonable, good faith efforts to resolve the dispute within thirty (30) days, and each party shall proceed diligently with the performance of this Agreement pending the resolution of any dispute. If (i) such breach is not cured within such thirty (30) day period after the receipt of such notice or (ii) the parties have not otherwise resolved the breach during such thirty (30) day period, the Non-breaching Party may terminate the Schedule that was breached or the Agreement (if the breach related to multiple Schedules), by delivering a second notice to the Breaching Party, specifying a termination date. The termination date may be immediate upon delivery of the second notice or up to ninety (90) days after the second notice.

In the event of termination of this Agreement, except for termination due to a material breach of County, for a period of three (3) months from the date of such termination, Optum shall cooperate with Customer and Customer's other contractors to ensure a smooth transition at the time of termination of this Agreement. Optum shall cooperate

with Customer'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 Customer's activities; provided, however, that Customer shall pay Optum on a time and materials basis, at the then- applicable rates, for all additional services performed in connection with such cooperation.

Optum shall deliver to Customer or its designee, at Customer's request, all documentation and data related to Customer, including, but not limited to, patient files, held by Customer, and after return of same, Customer shall destroy all but one copy thereof still in Optum's possession, at no charge to Customer. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. Customer and Optum shall mutually agree the specific electronic format.

8.3 Notwithstanding any provision contained in this Agreement to the contrary, a party to this Agreement may terminate this Agreement, upon written notice to the other party:

- (a) If the other party (i) applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator because of its inability to pay its debts as they mature, (ii) makes a general assignment for the benefit of creditors, (iii) becomes adjudicated as bankrupt or insolvent or becomes the subject of an order for relief under Title 11 of the United States Code; (iv) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under such law; or (v) suffers the filing against it of an involuntary petition seeking relief under Title 11 of the United States Code, and any such action remains unremedied for ninety (90) consecutive days; or
- (b) An order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganization or appointing a receiver of such company or substantially all of the assets of such company, and such order, judgment or decrees continues unstayed and in effect for any period of sixty (60) consecutive days; or
- (c) If any Certificate of Authority, license or other registration permitting a party to operate is revoked or suspended by order of the appropriate local, state or federal agency and such order continues unstayed and in effect for a period of ninety (90) days provided such loss is not the result of the terminating party's performance or failure to perform under this Agreement.

## 9. CPT, CDT and ASA Terms.

9.1 Certain Optum Software and Data Products contain Current Procedural Terminology Codes ("CPT") owned and copyrighted by the American Medical Association ("AMA") and licensed to Optum, and/or Current Dental Terminology ("CDT") codes owned and copyrighted by the American Dental Association ("ADA"), and/or ASA content ("ASA Content") owned and copyrighted by the American Society of Anesthesiologists ("ASA"). The terms of this Section 9 apply only to Software and Data Products that contain CPT and/or CDT and/or ASA Content. Collectively, the CPT codes, CDT codes and ASA Content are referred to as the "Licensed Codes". Customer acquires no proprietary interest in the Licensed Codes. Except for the limited rights expressly granted to Customer in a Schedule, Customer acknowledges that all other rights in the Licensed Codes are owned and retained by AMA, ADA and ASA, respectively. All notices or proprietary rights, including trademark and copyright in the Licensed Codes must appear on all permitted back-up or archival copies made by Customer. CROSSWALK®, Reverse CROSSWALK™ and Relative Value Guide™ are trademarks of ASA.

9.2 Customer shall ensure that any person or entity that Customer authorizes to obtain access to Licensed Codes shall comply with the provisions of this Agreement. Customer shall not use Licensed Codes or information contained therein in any public computer-based information system or public electronic bulletin board (including the Internet and World Wide Web). Customer shall not create any derivative works based on Licensed Codes. Customer may print or download "CPT® Assistant" and/or "CPT® Changes" content or the Licensed Codes from the Software or Data Products solely for Customer's own internal use, without any modification to the content,

and in such a way that the appropriate citation is included. Optum's ability to deliver updated versions of CPT to Customer is dependent upon continuing contractual relations with the AMA.

9.3 The AMA provides CPT "AS IS", without any liability to the AMA, including, without limitation, no liability for consequential or special damages or lost profits for sequence, accuracy or completeness of the CPT data. The AMA does not warrant that CPT will meet Customer's requirements. The AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT.

9.4 Except as expressly stated herein, the Licensed Codes and documentation are provided 'AS IS', without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose. Customer (and not the AMA, ADA or ASA) bears all risk relating to quality, accuracy and performance of Licensed Codes. Customer agrees to indemnify ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from Customer's use of the CDT, in breach of any of the terms of this Agreement, or Customer's use of any data or documentation received from ADA, regardless of the form of action. ASA's sole responsibility is to make available to Optum replacement copies of the ASA Content if the ASA Content is not intact. ASA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in ASA Content.

9.5 Licensed Codes are commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by the American Medical Association, 515 N. State Street, Chicago, IL 60610, the ADA or the ASA. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restriction of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the limited rights of restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

## 10. General.

10.1 This Agreement, read in conjunction with the underlying Agreement dated June 17, 2014, constitute the entire understanding between the parties and supersedes all prior proposals, communications and agreements between the parties relating to its subject matter. No amendment, change, or waiver of any provision of this Agreement or terms on any purchase order or other document will be binding unless in writing and signed by both parties. Terms of a purchase order or other ordering or shipping document do not modify, amend, or add to the terms of this Agreement, and shall have no effect. In the event one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and effect. Optum may not use subcontractors to perform the duties in this Agreement, unless it receives prior written approval from County.

10.2 Optum's relationship to Customer is that of an independent contractor. Neither party shall be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party.

10.3 Neither party may assign or transfer this Agreement or any of the rights or licenses granted under it without the other party's express, prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the forgoing, either party may assign this Agreement in connection with any merger, consolidation or sale of all or substantially all of its stock or assets.

10.4 Any notices permitted or required under this Agreement shall be in writing and will be sent by certified United States mail, postage prepaid, return receipt requested, or by facsimile transmission or overnight courier service, addressed to the party as set forth below, or at a different address as a party has notified the other party in writing.

Optum: General Counsel  
OptumInsight, Inc.  
13625 Technology Drive  
Eden Prairie, MN 55344 USA

Customer: Susan Ehrlich, MD, Chief Executive Officer  
San Mateo Medical Center  
222 West 39<sup>th</sup> Avenue  
San Mateo, CA 94403

10.5 Neither Customer nor Optum will disclose the financial terms of this Agreement to any other party, except to a party's accountants, attorneys, consultants and agents, as required by law, or as agreed by the parties or as compelled by court order.

10.6 The obligations of the parties under this Agreement shall be suspended, to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, storms, accidents, governmental regulations, failure of Internet access or service, or any other cause whatsoever beyond a party's control. In addition, Optum's failure to perform under this Agreement shall be excused, and shall not be cause for termination, if such failure to perform is due to Customer undertaking actions or failing to undertake actions so that Optum is or would be prohibited from the due performance of any material covenant, condition or agreement contained in this Agreement.

10.7 Each party agrees that in performing under this Agreement it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty and in compliance with all applicable laws; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; and (c) not achieve business results by illegal act or unethical conduct.

10.8 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding, equivalent to a handwritten signature by a person with the intent to sign this Agreement.

11. U.S. Government Rights. The Software and Data Products include commercial technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by Optum and/or its licensors. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restrictions of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

**EXHIBIT B**  
**OPTUM CLINICAL SOLUTIONS SOFTWARE**  
**PRODUCT SCHEDULE**

Optum Clinical Solutions, Inc. (“Optum” or “Contractor”) and County of San Mateo (Customer” or “County”) have entered into this Product Schedule (the “Schedule”) on the Amendment Effective Date. This Schedule is incorporated into and made a part of the Agreement between Optum Clinical Solutions, Inc. and Customer, dated June 17, 2014 (the “Agreement”). The parties agree as follows.

**I. Software Licenses.**

A. Optum Clinical Solutions Software. Customer hereby licenses from Optum and Optum agrees to license to Customer the Optum Clinical Solutions Software modules listed on Exhibit A to this Schedule (all of which are deemed to be “Software” under the Agreement). Optum hereby grants to Customer a perpetual, limited, non-exclusive, non-transferable right and license for Customer, including its employees and authorized agents, to use the Software, solely for Customer’s internal business purposes (excluding Other Products, as defined below, or Software designated as a term license), subject to the terms and conditions of this Product Schedule. The license grants to the third party owned software products listed on Attachment D (“Other Products”) shall be as set forth in their applicable Sublicense Agreements. The license grant to Software designated as having a term license shall be for a limited, non-exclusive, non-transferable right and license for Customer for the duration specified.

1. Licensed Use. The Software may only be used by Customer in the care area for which each Software program was developed (e.g., Operating Room, Anesthesia, Critical Care, Emergency Department), as set forth in the Documentation. Customer specifically agrees to limit the use of the Software to those rights specifically granted in this Schedule. Neither customer nor its employees or authorized agents shall create modifications to the Software, or use the Software in any manner to provide services to any third party or any facility other than a Site. Customer shall not be prohibited from remotely accessing the Software, provided such remote access is to provide services for a Site and otherwise in compliance with this Schedule.

2. Informational Tool. The Software is provided to Customer for informational purposes only. Customer acknowledges that the Software is a tool that Customer may use in various ways in its internal business. Any reliance upon, interpretation of and/or use of the Software by Customer is solely and exclusively at the discretion of Customer. Customer shall not represent the Software in any way other than as expressed in this Schedule.

3. Content Library. Optum, in its sole discretion, may provide a Content Library for certain of its Software, excluding Other Products, to assist the Customer in its implementation of such Software. This Content Library is being licensed on an “AS IS” basis and Optum shall not be liable for any use of such Content Library in a production environment. “Content Library” means and includes but is not limited to screens, user definable fields and reports, and as may be further described herein.

4. Pre-Release Versions. In the event Customer chooses to participate in a field test agreement or similar arrangement with Optum involving a pre-release version of a Software program, Customer agrees that such Software shall be used in a test environment only and not in a production environment. Any use of a pre-release version of a Software program in a production environment shall be solely at Customer’s own risk and Optum shall not be liable for any use outside the test environment.

5. Limited Warranty. Optum warrants that upon the Go-Live Date and for a period of thirty (30) days thereafter, the Software will function in substantial conformance with the written Documentation and functional specifications included in Optum’s Request for Proposal response dated May 24, 2013. “Go-Live Date” shall mean the date a Software application is available to Customer for use in a production environment. Optum’s entire liability and Customer’s exclusive remedy for any breach by Optum of this warranty shall be for Optum to provide the necessary

functionality within 30 days of written notification of a failure to comply with the Document (an "Error") by repairing the Software, provided that Customer supplies such additional information regarding the Error as Optum may reasonably request, and further provided that the Error is not caused by (a) any Modification by Customer of the Software Programs; (b) use of the Software in combination with hardware or software not supplied, recommended or authorized by Optum; (c) improper or unauthorized use of the Software Programs; (iv) any failure of the Software Programs due to external causes such as, but not limited to, power failures or electrical surges; or, (d) use of the Software in a manner inconsistent with the Documentation or this Schedule. If Optum determines that Optum is unable to repair the Software as required by this Section, Optum may refund to Customer license fees and Services Fees paid for the Software containing the Error and the license for such Software will be terminated.

6. Video Recordings. Customer may not video tape or otherwise record any of Optum's training classes or product demonstrations.

B. Licensed Location. Customer may use the Software only at the following location(s) (the "Site");\_ San Mateo Medical Center, 222 West 39<sup>th</sup> Avenue, San Mateo, CA 94403

## II. Professional Services.

A. Implementation. Fixed Fee Implementation services for the Software shall be as set forth in the Implementation Statement of Work ("SOW") attached as Attachment C. Material changes in project scope, schedule or timeline requires a Change Request Form and may result in a new or revised Scope of Services and pricing. Customer shall provide the hardware and third party software set forth on Exhibit B. Optum may update the requirements of Attachment B from time to time, and Customer will provide the hardware and third party software on the updated Attachment B. Customer agrees to provide the resources and perform the responsibilities assigned to it in the SOW, in a timely manner. If Customer causes a delay in the start of the kick-off meeting as set forth in the SOW (the "Implementation Start") beyond 180 days from the Effective Date of this Schedule, Optum may, at its discretion, charge Customer for additional Services provided due to such delay based on Optum's then current hourly rates, to be invoiced on a monthly basis which shall be documented in accordance with the Change of Scope process set forth in Section II.D of this Schedule. If after the Implementation Start, due solely to delays by Customer, Optum is unable to perform Professional Services as set for in the Statement of Work for a period of at least 30 (30) days and such delays result in a material extension of the mutually agreed to completion date Optum may charge Customer for the additional professional services on a time and material basis at Optum's then current hourly rates, which shall be documented in accordance with the Change of Scope process set forth in Section II.D of Exhibit B of this amendment. In the event of an actual or anticipated delay which Optum believes may extend a mutually agreed to completion date(s), Optum shall immediately notify Customer in writing of said delay and allow customer ten (10) business days to ameliorate the alleged delay. Optum shall also work in good faith with Customer to minimize or eliminate the effects of any delay. Any charges for delay by Optum over \$25,000 in total requires San Mateo County Board of Supervisors approval and no payment for delay shall be made by Customer without such approval.

B. Site Visits. Optum on-site visits (including training dates and all scheduled training classes at Optum's corporate offices) are mutually agreed upon by Optum and Customer at the start of the implementation project and identified in the mutually agreed project workplan. Once these on-site visits have been agreed upon by the Customer and Optum, Customer must notify Optum at least two (2) weeks prior to the scheduled date of Customer's desire to change the date. Customer will be responsible for any non-refundable travel expenses that have been incurred by Optum as a result of the changed schedule. . Optum will inform Customer of required training preparation. Optum will notify Customer at least two (2) weeks prior to a scheduled training date if the Customer is not deemed prepared for a scheduled training. Customer may not video tape or otherwise record any of Optum's training classes or product demonstrations.

C. Acceptance. Upon Go-Live each Software program shall enter into a period of acceptance (the "Acceptance Period") for thirty (30) days.

“Acceptance” shall mean the date within the Acceptance Period that Customer notifies Optum that the Software has been accepted, or at the end of the Acceptance Period if Customer has not provided Optum with notice of an Error in the Software.

a) During this Acceptance Period Customer shall monitor the Software to ensure that the Software functions in substantial conformance with the Documentation. Upon culmination of the Acceptance Period and if Customer has not given written notification to Optum pursuant to Clause b) below, Acceptance shall be deemed.

b) If Customer determines that there is an Error in the Software, Customer shall immediately notify Optum in writing of the Error, which shall include e-mail. Such written notification to include a description of the Error and the circumstance under which the Error occurred. Minor discrepancies which may be corrected during the Acceptance Period shall not be cause for reporting an Error. Optum shall recreate and isolate the Error, write, test, deliver and install the new code to resolve the Error within a reasonable period of time. The Acceptance Period shall be extended for the same number of days from Optum’s receipt of the written notification to the installation of the new code. However the Software must function for one week after resolution of an Error in order for Acceptance to be obtained. If Optum is unable to resolve the Error, the terms of Section I.A.5 – Limited Warranty shall apply.

D. Change of Scope. At any time during the provision of Services, should either party request for Optum to provide any additional Services in the form of a modification of or a change to the Services already contracted for under this Schedule, Optum and Customer shall comply with the following:

a) Submission of Request. Customer shall submit to Optum in writing all requests by Customer for any such additional Services which alter, amend, add to, or delete from the Services and/or time, and/or place of performance (hereinafter referred to as “**Change Order Request**”) under this Schedule. Such requests shall include, but may not be limited to, added services, changes in agreed upon project timelines, delays in key milestone events, requests for re-performance of training or other services not contracted with Optum.

b) Review/Acceptance of Change Order Procedure. Optum will evaluate and respond to a Change Order Request at no additional charge to Customer within ten (10) business days following Optum’s receipt of the Change Order Request. Optum’s written response shall include a statement of the availability of Optum’s personnel and resources, the impact, if any, on the Go-Live-Date and the change in costs, if any (hereinafter referred to as the “**Change Order Form**”). Optum in its sole discretion may refuse to accept any Change Order Request. Optum shall charge Customer for any accepted Change Order Requests at Optum’s then current time and materials rate for the Services provided and invoice Customer for Services Fees as incurred on a monthly basis. Should Customer elect to authorize such Change Order Form, Customer will within ten (10) business days of receiving the Change Order Form, provide Optum with a signed copy of the Change Order Form on behalf of Customer or request additional information or revisions to such Change Order Form at which time such document, upon the execution by Customer, shall become a valid Change Order Form, which shall be incorporated into and become part of this Schedule.

c) Performance. Upon Optum’s receipt of the signed Change Order Form from Customer, Optum shall commence performance pursuant to the terms of the Change Order Form. Optum shall not be obligated to perform any additional Services in advance of a signed Change Order Form from Customer.

d) Binding Agreement. For the purposes of this Schedule, each Change Order Form signed by both parties shall be deemed incorporated into and part of this Schedule and each such Change Order Form shall constitute a formal amendment to this Schedule adjusting Fees and completion date as finally agreed upon for each signed Change Order Form.

e) Contractor Personnel. Prior to their assignment or during the Term of this Schedule, if any Optum personnel performing Services are found to be unacceptable to Customer for cause, including demonstration that he or she is not qualified to perform the Services assigned, Customer shall provide written notification to Optum with specific details of issues with the resources of such fact and Optum shall immediately remove said personnel from performance under this Schedule. If any Optum personnel are found to be unacceptable to Customer for any other reason, Customer shall notify Optum of such fact in writing and Optum shall promptly take reasonable and appropriate action, which may include removal of such personnel. Optum personnel removed shall be replaced with similarly qualified individuals who have received knowledge transfer.

### III. Fees and Payment Terms.

#### A. Payment Terms.

1. License and Professional Fees. Customer agrees to pay Optum the License Fee and Professional Services Fee listed above based on the following milestones: twenty-five (25%) percent on signing of the Schedule, twenty-five (25%) percent on the earlier of installation of the Software identified on Customer's hardware or ninety (90) days from Effective Date, twenty-five (25%) percent on the earlier of completion of Component Test on the first Software program or one hundred eighty (180) days from Effective Date, and twenty-five (25%) percent on the earlier of the Go-Live Date of the first Software program or two hundred seventy (270) days from Effective Date. If milestones are delayed due to the sole fault of Contractor the Change of Scope process as described in Section II D shall be used to establish new milestone dates. "Component Test" shall mean completion of the test performed by Customer on the Software as indicated in the project plan to ensure that Customer's configurations will allow the Software to perform in accordance with the Documentation. Customer shall make the payments in full and without deduction to Optum as specified in this Product Schedule.

2. Maintenance Fee. Customer shall pay to Optum the Maintenance Fees ("Maintenance Fee") as specified in Attachment A at the commencement as of the first Go-Live Date of each Software module, which shall be invoiced and paid annually thereafter. The initial Maintenance Fee for each Software module shall be prorated from the Go-Live Date to the following June 30<sup>th</sup>, thereafter the Maintenance Term shall renew on July 1<sup>st</sup> of each year. Optum may increase all Maintenance Fees each July 1, upon thirty (30) days' notice, by the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers (CPI) not to exceed 3%.

Maintenance Services may be withheld by Optum in the event Customer fails to make payment of the Maintenance Fee within thirty (30) days of the due date. Customer shall reimburse Optum for all, pre-approved, out of pocket expenses, including without limitation, travel, meal and lodging expenses, incurred by Optum in connection with its providing Maintenance Services. Optum shall invoice Customer on a monthly basis for such out of pocket expenses and payment by Customer shall be made within thirty (30) days of the invoice date.

B. Discount Protection. Optum will provide Customer with a discount of thirty-five percent (35%) off Customer's purchase of Optum's OR Manager or Anesthesia Manager software products for a period of eighteen (18) months from the Effective Date of this Schedule

IV. Maintenance Services. Provided that Customer has paid the applicable Maintenance Fees, Optum will provide the Maintenance Services described in the Agreement between Optum and Customer dated June 17, 2014.

A. Duration of Maintenance Services. Maintenance Services shall commence on of the Go-Live date of each Software program and continue to the following June 30<sup>th</sup>, unless terminated as provided below. Thereafter, the term for Maintenance Services shall renew for one (1) year terms (collectively, the "Maintenance Term") on July 1 of each year, not to extend past June 30, 2018, provided that: (1) Customer has paid all applicable Maintenance Fees; (2) Customer is in compliance with its obligations hereunder; and



(3) neither party provides written Notice of its termination of Maintenance Services at least thirty (30) days prior to the end of the then-current Maintenance Term. Customer agrees that if it discontinues and then resumes Maintenance Services, it will be required to pay Optum the entire Maintenance Services Fee for the period of discontinuance, plus the Maintenance Services Fee for the term of the Maintenance Services then commencing. The Maintenance Services Fees shall remain as set forth in Attachment A to June 30, 2018.

V. Change Request Process. Changes in project scope, schedule or timeline for any Services require a change request and may result in a new or revised scope of the Services and associated fees. All requests to change project scope will use the following procedure. Either Optum or Client may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will be documented by Optum. Optum may also specify the date before which Client must respond to avoid uncontrolled impacts on the project plan. If the change of scope is approved by both parties, Optum will revise the scope of the Services and budget as needed and schedule the work to commence accordingly. The signatures or email approvals of Client and Optum on the change of scope request form will confirm approval or rejection of the request. Optum will not commence work on the change request without approval.

VI. Limitations.

A. Independent Medical Judgment. The parties agree that Optum does not provide medical services to patients and that Customer's use of the Software does not affect Customer's obligations to exercise independent medical judgment in rendering health care services to patients. Optum shall have no responsibility as a result of this Agreement for decisions made or actions taken or not taken in the conduct of Customer's business, rendering patient care, or for information provided to insurance companies, governmental agencies or other payors. Customer agrees not to utilize the Software in any Closed Loop System. "Closed Loop System" means any system that provides medical care without human intervention.

B. Independent Clinical Judgment. Use of Optum's Software requires Customer to exercise independent clinical judgment in the delivery of patient care. Customer acknowledges that any reliance upon the Software by Customer or any third party shall not diminish Customer's responsibility for patient care. Customer acknowledges and agrees that Customer is (1) responsible for verifying the critical outputs of the Software (including, but not limited to, output in the form of data) that Customer knows or should know has a potential negative impact on patient care; (2) shall not rely solely on the Software for data that Customer knows or should know may negatively impact patient care; and (3) shall not rely upon the Software as the means of communicating life threatening or critically important results, including but not limited to, lab, pathology or radiology results. Customer shall defend, indemnify and hold Optum harmless from and against all claims, liabilities and expenses (including legal fees) related to any claims with respect to the matters set forth in this Section VI, including, but not limited to, negligence or malpractice claims arising out of or resulting from the use or non-use of the Software by Customer or any of its agents or employees.

VII. Audit. Optum may perform an audit of Customer's usage of the Software to verify use in accordance with the terms of this Schedule. The audit may be conducted (A) once every calendar year or (B) in the event Optum has a good faith reason to believe Customer is utilizing the Software in an unauthorized manner or more broadly than specified in this Schedule and/or any Supplemental Software and Services Agreement. Optum will notify Customer at least ten (10) business days in advance of Optum's desire to perform an onsite audit and such audit will be conducted on a schedule agreed upon by both parties. Such audit shall be at Optum's expense; however, in the event the audit reveals that Customer is in violation of the terms of this Schedule or the Agreement, Customer shall reimburse Optum for such expenses and promptly pay Optum for any additional License Fees and accrued Maintenance Fees not properly licensed or paid, such Fees will be invoiced at Optum's then current rate.

VIII. Term and Termination. The perpetual licenses of the Software shall continue unless and until the licenses are terminated as provided in the Agreement (such as for breach of this Schedule or the Agreement). The Maintenance Services continue as set forth above.

IX. Optional Software Products. Customer has the option of licensing the following Optum software products or services by signing an amendment to the Schedule and paying any associated fees subject to the Discount Protection provisions provided for in Section III. C. of this Agreement.

- Community Hospital Anesthesia Advanced Plus
- Anesthesia Adoption
- Supply Cabinet HL7 Bidirectional Interface
- One Patient Record Outbound Interface
- Intelligence OR (formerly Extelligence OR)
- Intelligence Anesthesia (formerly Extelligence AIS)

X. Certified EHR Technology. Optum acknowledges the importance to Customer of being deemed a "Meaningful EHR User" of "Certified EHR Technology" (as such terms are defined in 42 C.F.R. §495.4 and 45 C.F.R. §170.102, respectively, or in any successor regulations) for purposes of receiving incentive payments under the American Recovery and Reinvestment Act of 2009 and the regulations promulgated thereunder (as amended from time to time, collectively, "**ARRA**"). Accordingly, Optum represents and warrants to Customer that version 8.3 of the Software licensed by Customer (collectively, "**Customer EHR Module**") constitutes an EHR Module (as defined in ARRA) that complies with the standards, implementation specifications, and certification criteria adopted by the Secretary of the Department of Health and Human Services for the 2014 Meaningful Use Criteria as of the Effective Date for the Certification Criteria listed below. Optum further represents and warrants to Customer that the EHR Module Certification Criteria listed below has been tested and certified as Certified EHR Technology from an Office of the National Coordinator for Health Information Technology ("**ONC**")-Authorized Testing and Certification Body ("**ONC-ATCB**") according to the rules defined by the ONC. ONC has stated that future stages of meaningful use will require it to adopt additional standards, implementation specifications, and certification criteria, and that the existing standards will continue to be revised and updated over time to reflect current technology, changing medical practice, and regulatory requirements. Accordingly, Optum agrees to make all reasonable efforts, as determined by Optum, to make the applicable modifications to the Software to meet revisions or additions to the Certification Criteria by the ONC and to certify new versions of the Software.

Criteria	Certified TPA 8.3 Criteria
170.314 (d)(1)	Authentication, Access Control, and Authorization
170.314 (d)(5)	Automatic Log-Off
170.314 (d)(6)	Emergency Access
170.314 (d)(8)	Integrity
170.314 (g)(4)	Quality Management System

XI. Response Time and Uptime.

a) Uptime. Optum warrants that the Software programs shall be available for use, and shall not be subject to Downtime, at least 99% of the time, measured by Customer on a monthly basis. The Software shall not require scheduled downtime except during implementation of scheduled releases or updates. "Downtime" is defined as the inability of multiple operators to access any material functionality of the Software excluding scheduled downtime. "Downtime" does not include any downtime resulting from hardware errors (other than sizing issues), hardware or third party software upgrades or installation, network malfunctions, scheduled downtime or other causes unrelated to Optum's actions or the Software delivered by Optum.

b) Response Time. When installed as directed on the Optum recommended hardware/software/network configuration the Software will perform according to the following response time guidelines. These guidelines are conditioned upon the Software being configured according to Optum's configuration recommendations and that Software is running alone on the hardware. It is also conditioned upon the assumption that all hardware, software, networks, and other components of Customer's system that are not supplied by Optum or are beyond the control of Optum have adequate capacity, and are fully functional. Response times are measured at the server and do not account for network overhead.

The Software will provide an average response time for data retrieval over a two (2) hour period not to exceed, four (4) seconds, as measured on the SQL Server. The average data retrieval of four (4) seconds shall not apply to online reports, or when third party applications and services, such as backups or virus checks, are being executed. Response cannot be measured during down time.

If Customers' measurements show that the Software does not meet with this average response time, Optum will perform its own measurement of the average response time of the Software and isolate any other network problems arising from Customer's configurations or overloading.

## **Attachment A –Software and Fees**

Fees are based on a maximum of 8 OR Beds or Procedure Rooms

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<b>Software Programs</b> (Perpetual licenses)	<b>Fees</b>
<b>1 Community Hospital OR Bundle (SKU #4181) Includes:</b> <b>OR Manager – Operating Rooms (SKU #4235)</b> <b>SmarTrack (SKU #4260)</b> <b>Picis Perioperative Dashboard (SKU #4270)</b> <b>OR Manager Web Access (SKU 4236)</b>	<b><u>\$174,660</u></b>
<b>SOFTWARE PROGRAMS TOTAL:</b>	<b><u>\$174,660</u></b>

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<b>Interfaces</b> (Perpetual license; All interfaces meet Optum standard specifications)	<b>Fees</b>
<b>1 Standard Perioperative Interface 2011 (SKU #4490_11)</b> ADT HL7 Inbound Interface (SKU #4400_1) Hospital Billing HL7 Outbound Interface (SKU #4481) Materials Management HL7 Bi-directional Interface (SKU 4445) Anesthesia Supply MM Outbound Interface (SKU #4457) Anesthesia Supply Billing Outbound Interface (SKU #4456) Case Record Printout HL7 Outbound Interface (SKU #4557) Case Record Upload Hext/HL7 OB Interface (SKU #4261) Printout Export PDF/HL7 Outbound Interface (SKU #4510)	<b>Included</b>
<b>1 One Patient Record Outbound Interface (SKU #4493)</b> Case Record Discrete Data HL7 Outbound Interface (SKU #4570) Medications & Fluids Outbound HL7 Interface (SKU #4575) Assessments, Scores and Nursing Orders HL7 Outbound Interface (SKU #4577) Central Data Repository (CDR) HL7 Outbound Interface (SKU #4425)	<b><u>\$35,000</u></b>
<b>INTERFACES TOTAL:</b>	<b><u>\$35,000</u></b>

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<b>Services</b>	<b>Fees</b>
<b>SERVICES: FIXED FEE INSTALLATION AND TRAINING</b> Services Fees: 1) are based on the Statement of Work and project plan for the products purchased attached as Schedule C, excluded travel and living expenses estimated at \$27,510 for budgetary purposes.	<b><u>\$188,375</u></b>

<b>Totals</b>	<b>Fees</b>
<b>SOFTWARE LICENSE FEES:</b>	<b>\$174,660</b>
<b>INTERFACE LICENSE FEE:</b>	<b>\$35,000</b>
<b>DISCOUNT 35%:</b>	<b><u>(\$73,381)</u></b>
<b>TOTAL LICENSE FEES:</b>	<b>\$136,279</b>
<b>SERVICES FEES:</b>	<b>\$188,375</b>
<b>DISCOUNT 10%:</b>	<b><u>(\$18,837)</u></b>
<b>TOTAL SERVICES FEES:</b>	<b>\$169,538</b>
<b>TOTAL:</b>	<b><u>\$305,817</u></b>

<b>Annual Fees</b>	<b>Fees</b>
Community Hospital OR Bundle (18% of Software License Fees)	\$31,439
One Patient Record Outbound Interface (18% of Software License Fees)	<u>\$6,300</u>
<b>TOTAL ANNUAL / MAINTENANCE FEES:</b>	<b><u>\$37,739</u></b>

<b>Emergency Department Interfaces</b> (Perpetual license; All interfaces meet Optum standard specifications)	<b>Fees</b>
<b>Professional Fee Billing HL7 Outbound Interface (SKU #3354)</b> Sold with ED PulseCheck only.	<b>\$10,000</b>
<b>Services</b>	<b>Fees</b>
<b>SERVICES: INSTALLATION AND TRAINING FEES</b>	<b>\$3,500</b>
<b>Total:</b>	<b>\$13,500</b>

<b>Annual Maintenance Fees</b>	<b>Fees</b>
Professional Fee Billing HL7 Outbound Interface Annual Maintenance Fees (18%)	\$1,800



## Hardware Specifications

Anesthesia Manager

PACU Manager

Critical Care Manager

Preop Manager

Anesthesia Intelligence

(For TPA environments)

Optum Perioperative and Critical Care 8.5

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Optum Clinical Solutions reserves the right to make changes to any product described in this document to modify its functionality or design. Optum Clinical Solutions is committed to duly notify its customers of any changes to product functionality or design which may affect the product performance or application. The information contained herein is subject to change and revisions may be issued from time to time. For current information, please contact Optum Clinical Solutions.

**Intended Use:** Optum Clinical Solutions software patient information system compiles an electronic medical record utilizing commonly available hardware. A patient record is populated with information from various sources, such as healthcare professionals, medical devices connected to the system, and data that arrives via hospital and laboratory information systems. The application stores this information in a database and may analyze and/or display the data in different formats for evaluation by healthcare professionals for informational purposes. The product is intended for use by healthcare professionals.

**HIPAA Compliance:** Optum Clinical Solutions has put considerable effort into providing the capability to protect and audit access to patient personal health information in its products. It is highly recommended that those responsible for implementing the software fully utilize the delivered security functionality in order to ensure that only authorized users have access to the data. Optum Clinical Solutions supports configuration that will permit authorized users to restrict access to certain features and functions, to allow view-only rights to protected information and to define editing rights. Also, native audit features and reports can be utilized periodically in order to monitor changes or particular instances of access to data.

**Caution:** The data displayed on Optum Clinical Solutions applications are for informational purposes only. Optum Clinical Solutions recommends that users always refer to primary devices for diagnosis and treatment.

**Hardware Requirements:** Detailed hardware requirements, specific to each facility's precise configurations, are described in client contracts. Please contact your system administrator or Optum Clinical Solutions representative should you require additional information.

**Optum Clinical Solutions, Inc.**

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## 1. About this Document

This document outlines the system requirements recommended by Optum Clinical Solutions.

Requirements are based on the number of ORs. Variables, such as the number of facilities, users, scope, and/or ICU beds may require changes in specifications and may be determined on a case-by-case basis.

**Note:** System specifications are subject to change without notice at the discretion of Optum Clinical Solutions. For the latest specifications, please contact your Optum representative.

Acquisition, installation and maintenance of hardware and required third party software is the sole responsibility of the client. Brands and products listed in this document are trademarks of their respective holders.

## 2. Dedicated Database Server

One dedicated database server is required.

	<36 ORs and/or <50 ICU beds	36-64 ORs and/or 25-50 ICU beds
<b>CPU</b>	Intel® Xeon® 2.0 GHz Quad-Core Processor or higher	Intel® Xeon® 2.0 GHz Quad-Core Processor or higher
<b>RAM</b>	8 GB RAM	16 GB RAM
<b>Other Hardware</b>	Backup Unit capable of backing up the database and system files.	Backup Unit capable of backing up the database and system files.
<b>Database storage</b>	30 GB RAID 1 – OS 300 GB (available disk space) RAID 10 (for max performance, best practice LUN distribution will be provided) 300 GB storage for online backups (optional).	(2) 36 GB Hard Drives mirrored – OS 500 GB (available disk space) RAID 10 (for max performance, best practice LUN distribution will be provided) 400 GB storage for online backups (optional).
<b>Operating System</b>	Microsoft® Windows® Server 2008 R2 Standard Edition x64 with Service Pack 1	Microsoft® Windows® Server 2008 R2 Standard Edition x64 with Service Pack 1
<b>Database Management</b>	Microsoft® SQL Server 2012™ Standard Edition or Microsoft® SQL Server 2008™ R2 Standard Edition with Service Pack 2 (collation for either version - Latin1_General_BIN)	Microsoft® SQL Server 2012™ Standard Edition or Microsoft® SQL Server 2008™ R2 Standard Edition with Service Pack 2 (collation for either version - Latin1_General_BIN)

	<36 ORs and/or <50 ICU beds	36-64 ORs and/or 25-50 ICU beds
<b>Other Software Required</b>	Quality Reporting requires SQL Server Integration Services.  Remote administration software such as Remote Desktop Services.	Quality Reporting requires SQL Server Integration Services.  Remote administration software such as Remote Desktop Services.
<b>Notes</b>	Server must be dedicated to the Optum Clinical Solutions application. Online backups will be performed by SQL Server then moved to tape. The online backup disk or directory needs to be the same size as the SQL data store. The online backup should be configured on its own channel to enhance performance.	Server must be dedicated to the Optum Clinical Solutions application. Online backups will be performed by SQL Server then moved to tape. The online backup disk or directory needs to be the same size as the SQL data store. The online backup should be configured on its own channel to enhance performance.

### 3. Application Servers

Three application servers are required.

	<36 ORs and/or <50 ICU beds	36-64 ORs and/or 25-50 ICU beds
<b>CPU</b>	Intel® Xeon® 2.0 GHz Quad-Core Processor or higher	Intel® Xeon® 2.0 GHz Quad-Core Processor or higher
<b>RAM</b>	8 GB	8 GB
<b>Storage</b>	30 GB (available disk space)	50 GB (available disk space)
<b>Operating System</b>	Microsoft® Windows® Server 2008 R2 Standard Edition with Service Pack 1	Microsoft® Windows® Server 2008 R2 Standard Edition x64 with Service Pack 1
<b>Other Software Required</b>	Microsoft® .NET Framework 4.0 Microsoft® Internet Information Server (IIS) Microsoft® Excel 2007 SP 3 for Print Services Remote administration software such as Remote Desktop Services.	Microsoft® .NET Framework 4.0 Microsoft® Internet Information Server (IIS) Microsoft® Excel 2007 SP 3 for Print Services Remote administration software such as Remote Desktop Services. Windows Message Queuing (MSMQ)

	<36 ORs and/or <50 ICU beds	36-64 ORs and/or 25-50 ICU beds
		<i>(required for Optum Insight Installer)</i>

#### 4. **Analytics Server**

One analytics server is required only if installing Optum Anesthesia Intelligence.

	<36 ORs and/or <50 ICU beds
<b>CPU</b>	Intel® Xeon® 2.0 GHz Quad-Core Processor or higher
<b>RAM</b>	16 GB RAM
<b>Other Hardware</b>	Backup Unit capable of backing up the database and system files.
<b>Database storage</b>	30 GB RAID 1 – OS 300 GB (useable disk space) RAID 10 Optum prefers the OS to be on its own physical drive rather than on a logical segment of the hardware RAID array to enhance performance.
<b>Operating System</b>	Microsoft® Windows® Server 2008 R2 Standard Edition x64 with Service Pack 1
<b>Database Management</b>	Microsoft® SQL Server 2012™ Standard Edition or Microsoft® SQL Server 2008™ R2 Standard Edition with Service Pack 2. (Collation - Latin1_General_BIN)
<b>Other Software Required</b>	SAP BusinessObjects BI 4.0 SP6 (Provided by Optum Clinical Solutions) Apache Tomcat 6.0 (installed by BO install). Remote administration software such as Remote Desktop Services.
<b>Notes</b>	Server must be dedicated to the Optum application. No Backup process recommended for the Intelligence content except for the Mapping tables after the first load and every time a modification of the mapping is done (around 1MB per backup).

#### 5. **Print Server(s)**

Applicable only to facilities with 36-64 ORs and/or multi-facility organizations.

	SPECS
<b>CPU</b>	Intel® Xeon® 2.0 GHz Dual-Core Processor or higher
<b>RAM</b>	4 GB RAM
<b>Storage</b>	50 GB (available disk space)
<b>Operating System</b>	Microsoft® Windows® Server 2008 R2 Standard Edition x64 with Service Pack 1
<b>Other Software Required</b>	<ul style="list-style-type: none"> <li>• Microsoft® .NET Framework 4.0</li> <li>• Microsoft® Excel 2007 SP 3 for Print Services</li> <li>• Remote administration software such as Remote Desktop Services.</li> </ul>

## 6. Workstation Hardware

	SPECS
<b>CPU</b>	Intel® Pentium® 2GHz or Higher Processor
<b>RAM</b>	2+ GB RAM (free memory after OS and 3 <sup>rd</sup> party installs)
<b>Storage</b>	4+ GB (available disk space)
<b>Operating System</b>	Microsoft® Windows® XP Professional SP3 or Microsoft® Windows® 7 SP1 x86 & x64
<b>Other Software Required</b>	<p>Microsoft® .NET Framework 4.0</p> <p>Microsoft® Internet Explorer 6.0 SP2, 7.0 or 8.0 (Compatibility Mode).</p> <p>Crystal Reports 2011 (Developer Edition) – for each PC editing Crystal reports.</p> <p>IBM WebSphere ILOG Rule solutions for Office for all workstations which will be writing Optum Insight rules (Provided by Optum Clinical Solutions)</p> <p>Microsoft® Word 2010 (For all workstations which will be writing Optum Insight rules)</p> <p>Microsoft® Excel 2010 (For Quality Reporting)</p> <p>Adobe® Flash® Player 10.0 (For Optum Perioperative Dashboard)</p> <p>Microsoft® Office InfoPath 2007 w/SP 3 for Clinical Documentation Configuration</p> <p>Internet Explorer 7, 8, 9 with Oracle JRE 6 or 7. (Only 32-bit browsers are supported.)</p> <ul style="list-style-type: none"> <li>• For PreOptimize <ul style="list-style-type: none"> <li>Configure a Bidirectional Tunnel from workstations to PreOptimize/ePreop domain</li> </ul> </li> </ul>

	SPECS
	<ul style="list-style-type: none"> <li>For CCOW CCOW Vault Server, Sentillion 4.5 CCOW Sentillion Vergence client 4.5 in each workstation to connect to the CCOW server</li> </ul>
<b>Notes</b>	<p>An RS232 port is required for device connectivity, if serial devices will be utilized. If additional RS232 ports are necessary a Serial Port Expander*Digi International's Digi Board or any other XP-compliant serial interface card may be required.</p> <p>For support purposes, one workstation should be dedicated to the Optum client software and it may be a virtual machine.</p>

## 7. Citrix XenApp Server Hardware (optional)

	SPECS	
<b>OS</b>	Microsoft® Windows® Server 2008 R2 Standard Edition x64 with Service Pack 1	
<b>CPU</b>	Intel® Xeon® Quad Core 2.4 GHz or Higher Processor	
<b>Storage</b>	20 GB (available disk space)	
<b>Release</b>	Citrix XenApp 6.5 w/ Rollup 2	
<b>Other</b>	Same other software required as Workstation Hardware	
<b># of concurrent application instances or users (whichever is higher)</b>	<25	25-50
<b>RAM</b>	8 GB RAM	16 GB RAM

## 8. Miscellaneous

### 8.1. Virtualization support

The performance of the virtualized system must be equal or higher than the one offered by the hardware required.

## **8.2. Network Hardware Specifications**

The Optum system requires a dedicated 100/1000 Mbps Full Duplex Ethernet connection using the TCP/IP protocol.

Any other configuration will not be compliant. Optum declines any responsibility regarding overall performance of the system if the specifications listed above are not observed.

For support purposes and for uploading updates, we request that the facility provide a VPN site-to-site tunnel. Optum does not support the installation of VPN client software on any workstations.

## **8.3. Minimum Hardware / 3rd Party Software Requirements**

Optum is neither a manufacturer nor vendor of hardware or third party software. The customer is solely responsible for the purchase, installation and maintenance of these products. The following specifications are provided as recommendations of minimal processing and storage capacity based on preliminary understanding of customer requirements (i.e. number of workstations and applications purchased) respective to Optum application performance requirements for the Optum product line. As a general rule, customers are recommended to procure the most powerful hardware that their budget permits which meets or exceeds Optum requirements.

Any hardware or software pricing provided by Optum is intended to be used as an estimate for budgetary planning purposes only. Optum recommends that the customer utilize their preferred vendor of hardware and third party software for the most current pricing related to these specifications.

## **8.4. Data Size and Hardware Recommendations**

This document reviews the Optum hardware configuration analysis performed for sizing your SQL server. All hardware configurations are based on Microsoft SQL standards and recommendations. Processor and memory utilization are estimated and configured by comparing the size of your site to other live Optum sites of the same size. Data store size for SQL is estimated for one year of growth from the day of “go live”. The estimate is obtained by researching current live sites. The following criteria are evaluated when determining hardware and sizing recommendations.

- Number of OR suites
- Number of OR Bookings
- Number of facilities
- Number of case records
- Number of years the database has been live
- Number of workstations
- Amount of memory at the time of implementation and at the time of evaluation
- Number of processors at the time of implementation and at the time of evaluation.

As your database grows and additional users or facilities are added incremental disk space, memory, and processors may be necessary.

Performance of the SQL server and response time to the workstation is calculated using SQL standard response times. These response times will vary depending on the existing network traffic. Growth of your SQL server running the Optum product is also based and configured on SQL standards.

Many customers have expressed the desire to predict when additional hardware will be necessary based on actual site usage. The following information is referenced from Microsoft Tech Net and will assist with this initiative

#### **8.5. CPU and Memory Management**

Two of the main components that you will manage are the CPU and memory. These components are managed much as they would be for any Microsoft Windows® 2003/2008 server.

#### **8.6. CPU Planning**

Processor planning is fairly straightforward. Monitor your current CPU utilization (\Processor(\_Total)\% Processor Time). If the average is over 50 percent, if you have frequent peak usage periods when the current CPU utilization spikes over 90 percent, or if you have a situation in which the usage spikes and stays up for a while, then you should consider adding either additional processor(s) or faster processors. In general, the processors you choose should be able to deliver the speed implied in your other system purchases. If your system is highly specialized and filled with processor-intensive activities, you will become aware of that as you observe the system over time. Examples of such activities include extensive or frequent usage of Data Transformation Services, or anything involving many calculations (science, accounting, and so on). SQL Server is a CPU-intensive application, so look for processors with a large high-speed cache. Always get the fastest and newest when it comes to processing power. The processor allows the rest of the server to do its job well.

If you have a dedicated SQL Server computer, use all of the processors for SQL Server. If your system is running applications in addition to SQL Server (such as Microsoft Commerce Server), then consider restricting SQL Server from using one or more processors. Otherwise, allow SQL Server and Windows to balance across all processors, as they were designed to do.

#### **8.7. Memory Planning**

While the sum of all hardware together dictates the capacity of a system, memory serves mainly to optimize data access. SQL Server uses memory to store execution plans, store data pages between uses, and so on. Without enough memory, you will incur more disk I/O in reading data. If your system does many reads, you might reduce disk I/O by significantly increasing your memory, because the data will then remain in cache. Insufficient memory, or over-allocation of memory, can result in paging. Memory plays an important role in SQL Server, and it is a resource you should carefully monitor.



For systems for which reads are the highest priority (decision support systems or Optum Anesthesia Insight), more memory is better. Memory can be used to compensate for disk I/O, and large amounts of memory can significantly decrease the number of disks (spindles) you will need to achieve high performance.

For systems for which writes are the highest priority (on line transaction processing or OLTP), memory is still an important part of the system, but you may benefit more from the addition of disk spindles, and more or faster controller channels, rather than memory. To be sure, you will need to carefully monitor your system to see which resources are in highest demand.

## **8.8. Disk Planning**

The important point to remember about data storage is that the number of disks is far more important than the total storage size of the disks. One big physical disk may hold all your data, but it still has only one disk arm to execute, individually, each data request. The more disk arms you have, the better off you will be. So, when you size for new disks, do a quick check to be sure this is enough drive space; but spend more time on analyzing how many spindles you really need. For example, if your system performs a lot of transactions, you will enhance performance by adding more spindles (provided there is sufficient memory and CPU to support the system).

When you are ordering your hardware, request a specific number of disks, rather than a specific amount of disk space. You want to have many smaller disks rather than fewer larger disks. If you have external storage, go for the fastest array controller card, and one that has multiple channels. Look at this card as a potential bottleneck: If you have many spindles, you need to invest in a card that can support them. How much performance you get will be directly proportional to the quality of the controller, and the type of I/O your system produces.

In OLTP, you can have more disks per controller card, which means the disk spends more time looking for the data, and the controller channel will not become so saturated.

In DSS, where more of the queries are apt to be sequential reads, you will need more controller channels for a smaller set of disk drives. Also remember that memory is a good way increase I/O in a DSS system.

***For more information on all of these topics, please see SQL Server Books Online.***

## ATTACHMENT C – Implementation Scope Of Services

### Optum OR Manager

#### Description

This Statement of Work (the “SOW”) is part of the Product Schedule between Optum, Inc. (the “Licensor” or “Optum”) and **County of San Mateo**, (the “Licensee” or “Client”) and specifies the Professional / Implementation Services to be provided by Optum.

Optum has priced the Professional / Implementation Services based on responses from the Client's staff. In situations where services requested exceed the standard implementation offering, these services are identified, priced, and included in the SOW. As the implementation proceeds, changes to the Professional / Implementation Services not contemplated in this SOW or in the Supplement, may require Change Orders to be agreed to and signed by both parties pursuant to the Supplement or the Agreement.

Terms not defined in this SOW are defined in the License and Services Agreement (the “Agreement”) or the Product Schedule the “Supplement”).

#### Our Understanding

San Mateo Medical Center current OR Scheduling system (RES-Q) will be sunset on December 31, 2014. As such, this SOW assumes the Optum OR Manager Scheduling functionality will be activated as a Phase 1 followed by the activation of the remainder of OR Manager functionality, interfaces and other software listed below.

#### Statement of Work Summary

The Statement of Work encompasses the following parameters:

<b>Statement of Work Date</b>	December 16, 2014
<b>Statement of Work Version #</b>	2
<b>Professional / Implementation Services Fee</b>	\$188,375
<b>Software to be Implemented</b>	Community Hospital OR Bundle includes: <ul style="list-style-type: none"><li>• OR Manager</li><li>• OR Manager Web Access</li><li>• SmarTrack</li><li>• Perioperative Dashboard</li></ul>
<b>Standard Content &amp; Forms</b>	<ul style="list-style-type: none"><li>• Standard OR Manager content</li><li>• Standard Forms listed under Appendix C</li></ul>
<b>Project Duration</b>	<ul style="list-style-type: none"><li>• 4 Months to Phase 1 (Scheduling) activation; overall project duration 6 months</li></ul>
<b>Project Readiness</b>	<ul style="list-style-type: none"><li>• Project Timeline and Optum Project Team engagement begins when Client hardware servers are installed, configured with third party software and validated by Optum.</li><li>• Client's item file is free of duplicate items, inclusive of the lowest unit of measure and includes all patient use items for the OR prior to the start of the project. If possible, the item file will also include implantables.</li></ul>
<b>Database and Facilities Set-up</b>	<ul style="list-style-type: none"><li>• Single Database</li><li>• Single Facility</li></ul>
<b>Implementation Approach</b>	<ul style="list-style-type: none"><li>• Common Client Project Team</li></ul>
<b>Go-Live Approach</b>	<ul style="list-style-type: none"><li>• Phased Build with Phased Go Live</li></ul>
<b>OR Manager Reports</b>	<ul style="list-style-type: none"><li>• Daily Schedule Report</li></ul>

Standard Allowable Modifications to the following standard reports provided that the Client requests desired modifications by the start of the Preference Card Training, so that the Client can test these reports during the Testing visit.	<ul style="list-style-type: none"> <li>• Manage Bookings and Case Record Listing Report</li> <li>• Statistical / Formatted Case List Report</li> <li>• Medication Reconciliation Report</li> <li>• Case Record Report</li> <li>• Data Validation</li> <li>• Case Record Staff</li> <li>• Turn Around Time</li> <li>• Scheduled vs. Actual</li> <li>• Missing Preference Cards &amp; History</li> <li>• Excel Data Extract</li> </ul> <p>Modification requests after the above specified time period will be at Optum's then current time and materials rate.</p>
<b>Site</b>	San Mateo Medical Center San Mateo, CA

## Training

As part of the standard implementation methodology product training is provided for the members of the core Client Project Team. This knowledge-transfer process enables the Client Project Team to make informed and effective decisions based on the standard content and forms delivered.

Class Name	# of Attendees	Attendees	Duration	Location
Technical Setup Training	Up to 8	Core Team/Technical	2 days	Onsite
OR Manager Preference Card Training	Up to 8	Core Team	3 days	Onsite
OR Manager Train the Trainer	Up to 8	Core Team/Super User Team	3 days	Onsite
Post Live Support & Maintenance Training	Up to 8	Core Team	1 day	Onsite (Optional)

## Implementation Process

Guided by Project Management Institute (PMI) principles, Optum projects are identified and managed by the following major phases: Project Initiation, Solution Build, Solution Validation, Solution Deployment.

Project Phase	Key Optum Activities	Key Client Activities
<b>Project Initiation</b>	<ul style="list-style-type: none"> <li>• Create Project Plan</li> <li>• Conduct Technical Setup Training Visit</li> <li>• Provide Hardware Placement Recommendations</li> <li>• Establish SecureLink connectivity</li> <li>• Install Software and Interfaces</li> <li>• Conduct Project Initiation Session</li> <li>• Deliver Draft Technical Specification Document</li> <li>• Conduct Results Driven Gap Analysis Visit</li> </ul>	<ul style="list-style-type: none"> <li>• Install Hardware Servers and Classroom Workstations within first 2 weeks of project initiation</li> <li>• Assign Project Team Members</li> <li>• Attend Technical Setup Training Visit</li> <li>• Attend Project Initiation Session &amp; Gap Analysis Visit</li> </ul>
<b>Solution Build</b>	<ul style="list-style-type: none"> <li>• Interface Installation &amp; Validation</li> <li>• Remote System Build</li> <li>• Conduct Preference Card Training</li> <li>• Provide verification Gap Analysis Visit findings</li> <li>• Perioperative Dashboard Validation Assistance</li> </ul>	<ul style="list-style-type: none"> <li>• Finalize Preference Card Prep for Build</li> <li>• Interface Installation &amp; Validation</li> <li>• Attend Preference Card Training</li> <li>• Preference Card Build</li> <li>• Review Final Build /Sign-Off</li> </ul>
<b>Solution</b>	<ul style="list-style-type: none"> <li>• Assist with Testing</li> </ul>	<ul style="list-style-type: none"> <li>• Complete Testing</li> </ul>

Project Phase	Key Optum Activities	Key Client Activities
<b>Validation</b>	<ul style="list-style-type: none"> <li>• Assist with modifications based upon Testing Results</li> <li>• Deliver standard End User Training materials</li> </ul>	<ul style="list-style-type: none"> <li>• Create Training Schedule Plan and modify Training Materials for End Users</li> <li>• Testing Sign-Off</li> </ul>
<b>Solution Deployment</b>	<ul style="list-style-type: none"> <li>• Conduct Train the Trainer Training</li> <li>• Assist with Parallel Validation</li> <li>• Establish Production Environment</li> <li>• Deliver Final Technical Specification Document</li> <li>• Provide Guidance on Go-Live Plan</li> <li>• Support Go-Live</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct End User Training</li> <li>• Conduct Parallel Validation</li> <li>• Create Detail Plan for Test to Production Move</li> <li>• Create Policies and Procedures</li> <li>• Create Contingency Plan</li> <li>• Support Go-Live</li> </ul>
<b>Project Closure</b>	<ul style="list-style-type: none"> <li>• Conduct Post Live Support &amp; Maintenance Training</li> <li>• Transition Client to Optum Support</li> </ul>	<ul style="list-style-type: none"> <li>• Attend Post Live Support &amp; Maintenance Training</li> <li>• Project Sign-Off</li> </ul>

## Optum Project Team

The Optum Project Team is responsible for providing the Client with a) knowledge transfer related to the products being licensed and standard content and forms delivered, b) guidance and advice on incorporating future state based on the Gap Analysis Visit, and c) the Optum activities designated within the project plan. Optum will provide a skilled team of resources to drive the project through onsite and remote tasks based on the following key responsibilities and deliverables.

Optum Resource	Key Responsibilities	Key Deliverables
<b>Project Manager (PM)</b>	<ul style="list-style-type: none"> <li>• Develop initial project plan</li> <li>• Assist in maintaining project plan with Client Project Manager</li> <li>• Manage the Optum Project Team</li> <li>• Establish and manage the Client relationship</li> <li>• Act as a single point of contact for the project</li> <li>• Manage the overall progress, resources, and initiate corrective action where necessary</li> <li>• Coordinate the Optum resources and their proper assignment to the project, including management of their engagement</li> <li>• Facilitate communications with stakeholders both within Optum and with the Client</li> <li>• Provide timely status regarding the overall project and issues</li> <li>• Lead weekly project status calls with the Client Project Team</li> <li>• Attend monthly executive status reviews</li> </ul>	<ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Project Initiation Session</li> <li>• Communication Plan</li> <li>• Monthly Project Status Reports</li> <li>• Weekly Project Status call minutes and agenda</li> <li>• Issues List and Risk Tracking</li> <li>• Project Close-out</li> </ul>
<b>Process Consultant (PC)</b>	<ul style="list-style-type: none"> <li>• Conduct Gap Analysis Visit</li> <li>• Configure and Build software</li> <li>• Provide workflow recommendations based on the Optum Software Programs and standard content delivered being implemented</li> </ul>	<ul style="list-style-type: none"> <li>• Product Training Workshops (refer to Training Section for specifics)</li> <li>• Configuration &amp; Build</li> <li>• Onsite Testing Visit</li> <li>• Onsite Parallel Validation Visit</li> <li>• Guidance on Go-Live Plan</li> <li>• Onsite Go-Live Support</li> <li>• Post Go-Live System Maintenance Training</li> <li>• Trip Reports</li> </ul>
<b>Technical Lead (TL)</b>	<ul style="list-style-type: none"> <li>• Assist with the technical aspects of the project</li> <li>• Communicate technical progress and recommendations</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Review related to hardware and interfaces</li> <li>• Technical Setup Training Check Visit</li> </ul>

Optum Resource	Key Responsibilities	Key Deliverables
	<ul style="list-style-type: none"> <li>• Escalate any of the Client's technical concerns to the Optum Project Manager</li> <li>• Initiate corrective action where necessary for the technical aspects of the project</li> <li>• Manage technical risks, including development of contingency plans</li> <li>• Work with technical support teams at Optum</li> <li>• Participate as necessary on the project status calls along with the Project Team</li> </ul>	<ul style="list-style-type: none"> <li>• Trip Report(s)</li> <li>• Technical Specification Document</li> </ul>
<b>Interface Consultant (IC)</b>	<ul style="list-style-type: none"> <li>• Coordinate all interfaces installations, initial configuration, and connectivity testing</li> <li>• Provide interface troubleshooting and issue resolution during implementation</li> </ul>	<ul style="list-style-type: none"> <li>• Interface(s) (refer to Technical Services Section, Interface Table)</li> </ul>
<b>Report Writer Specialist (RWS)</b>	<ul style="list-style-type: none"> <li>• Review report modification requests</li> </ul>	<ul style="list-style-type: none"> <li>• Standard Allowable Report Modifications to specific OR Manager Crystal Reports</li> </ul>
<b>Client Solutions Administrator (CSA)</b>	<ul style="list-style-type: none"> <li>• Serve as primary support person for the Client</li> <li>• Coordinate access to continuing services</li> </ul>	<ul style="list-style-type: none"> <li>• Service request follow-up as needed to support the implementation and transition to the full time support team</li> </ul>
<b>Strategic Services Consultant</b>	<ul style="list-style-type: none"> <li>• Facilitates Results Driven Gap Analysis Visit</li> <li>• Facilitates onsite interview process</li> <li>• Creates the Gap Analysis Report and presents findings/ recommendations to Client Core Team and key stakeholders</li> <li>• Facilitates the post go-live System Review Meeting and assesses project results</li> </ul>	<ul style="list-style-type: none"> <li>• Gap Analysis Report including business and clinical goals, findings and recommendations, process maps of recommended future state</li> <li>• Facilitates the final post go-live System Review Meeting</li> </ul>

## Client Project Team

A corresponding team will be assigned and provided by the Client to perform the client-designated activities in the project plan, and to provide feedback and input to the Optum Project Team. The Client Project Team is responsible for a) knowledge transferred/gained through Optum-provided training, b) assignment and investment in the resources designated below, c) knowledge transfer to the Optum Project Team of the envisioned future state as it relates to the use of the Optum Software Programs and standard content and forms being implemented, and d) the client activities designated within the project plan, including relevant policies and procedures.

The Client's full time employee ("FTE") requirements (month by month for the duration of the project) are specified in Appendix B.

Client Resource	Responsibilities and Key Deliverables	Key Attributes
<b>Hospital Project Manager (HPM)</b>	<ul style="list-style-type: none"> <li>• Review and update the Project Plan on a regular basis and share weekly (daily as needed) status reports with appropriate team members</li> <li>• Lead internal project team meetings</li> <li>• Co-lead weekly project status meetings with Optum Project Manager</li> <li>• Coordinate monthly executive status meetings</li> <li>• Schedule participants for meetings and ensure logistics in place for trainings and meetings</li> <li>• Manage and coordinate change management</li> <li>• Maintain open and timely communication between project teams and coordinate needs with Optum</li> </ul>	<ul style="list-style-type: none"> <li>• Previous experience managing complex clinical implementation projects</li> </ul>

Client Resource	Responsibilities and Key Deliverables	Key Attributes
	<ul style="list-style-type: none"> <li>• Confirm all pre-requisite tasks are completed prior to all scheduled visits by Optum assigned resources</li> <li>• Manage and coordinate internal resources for project meetings and activities</li> <li>• Maintain on-going communication with the Client's leadership and management team</li> <li>• Manage issue list</li> <li>• Utilize the Optum Service Request process to track and manage Optum related issues</li> <li>• Attend Project Initiation Session &amp; Gap Analysis Visit</li> </ul>	
<b>Process Team Leader/System Administrator (HPTL)</b>	<ul style="list-style-type: none"> <li>• Perform workflow studies, documentation analysis, and design automated workflows to incorporate new system capabilities</li> <li>• Provide clinical and / or administrative input related to processes, build requirements, and change management</li> <li>• Select, lead, and train the Client Project Team and Super Users</li> <li>• Modify the standard end user training program (as needed) – schedule, materials, certification, etc.</li> <li>• Provide on-going information and feedback to clinical champions</li> <li>• Confirm that the installed system meets the clinical requirements</li> <li>• Confirm that quality data is collected for reporting</li> <li>• Document policies and procedures related to Optum Software Programs</li> <li>• Attend Project Initiation Session &amp; Gap Analysis Visit</li> </ul>	<ul style="list-style-type: none"> <li>• Possess experience with systems analysis and design, as well as strong computer skills</li> <li>• Possess knowledge of the operational / clinical environment where the software will be utilized</li> </ul>
<b>Technical Lead (HTL)</b>	<ul style="list-style-type: none"> <li>• Responsible for the technical aspects of the project</li> <li>• Review and manage hardware requirements</li> <li>• Install, configure, and support workstations</li> <li>• Install OS and 3<sup>rd</sup> party software and monitor the server(s)</li> <li>• Define and setup system alerts and maintenance protocols, including security procedures</li> <li>• Define and manage user accounts on the network and other system resources</li> <li>• Confirm appropriate training is provided to operations and help desk personnel</li> <li>• Attend Project Initiation Session</li> </ul>	<ul style="list-style-type: none"> <li>• Experience with server management</li> <li>• Understanding of network setup and troubleshooting</li> <li>• Knowledge of workstations setup and troubleshooting</li> </ul>
<b>Interface Consultant (HIC)</b>	<ul style="list-style-type: none"> <li>• Coordinate all interface installations, initial configuration settings, and interface testing</li> <li>• Work with internal technical / departmental resources as well as Optum and other vendor interface resources to install and test all interfaces</li> <li>• Provide interface troubleshooting and issue resolution during implementation</li> <li>• Attend Project Initiation Session</li> </ul>	<ul style="list-style-type: none"> <li>• Experience with HL7 protocol</li> </ul>
<b>Database Administrator (HDBA)</b>	<ul style="list-style-type: none"> <li>• Monitor and maintain SQL Database server</li> <li>• Monitor Database performance and growth</li> <li>• Confirm that all recommended scheduled tasks are in process and that a strategy is documented for back up and recovery procedures</li> </ul>	<ul style="list-style-type: none"> <li>• Possess SQL Database experience and knowledge of server and database management</li> </ul>

Client Resource	Responsibilities and Key Deliverables	Key Attributes
	<ul style="list-style-type: none"> <li>Assist with troubleshooting and provide input to Optum engineers as needed</li> </ul>	
<b>Super User (SU)</b>	<ul style="list-style-type: none"> <li>Maintain advanced knowledge of Optum Software Programs and related policies and procedures</li> <li>Provide feedback on system content and usability</li> <li>Train End Users</li> <li>Serve as “floor” support during the Go Live event</li> <li>Provide first-line support to end users after the Go-Live event; troubleshoot system issues</li> </ul>	<ul style="list-style-type: none"> <li>Advocate for technology</li> <li>Seen as a leader by their peers</li> </ul>
<b>Clinical Champion</b>	<ul style="list-style-type: none"> <li>Review design and provide clinical feedback</li> <li>Assist in change management</li> <li>Assist with creation of and review of policies and procedures surrounding the project</li> <li>Educate colleagues and promote enthusiasm for the project</li> <li>Approve nursing and physician related policies and procedures related to Optum Software Programs</li> <li>Attend Project Initiation Session &amp; Gap Analysis Visit</li> </ul>	<ul style="list-style-type: none"> <li>Advocate for technology</li> <li>Seen as leader by their peers</li> </ul>

## Technical Services

The Client is responsible for meeting Optum’ minimum requirements for hardware, networking, and connection to the Optum applications as outlined in the Hardware and Third Party Software Specifications attached to the Agreement or the Supplement.

### Interfaces

Interfaces included as part of this Statement of Work are as indicated on Schedule A of the Supplement.

The level of effort required to install these interfaces assumes that the Client will meet the Optum Specifications for standard interfaces and that the Client has the appropriate number of technical resources committed to the project. The standard Specifications are available on the Optum Users Web Site. Any additional effort requiring modifications to the standard Specifications will require a Change Order, and once approved by Optum, the Client may be billed at the then current time and materials rate for Services performed, as well as any travel and out-of-pocket expenses, if applicable.

The Client is responsible for coordinating with the sending or receiving external systems to ensure that they can meet the requirements of the interface Specifications. In some cases there may be additional cost to the hospital from the associated sending or receiving systems vendor.

OR Manager Interfaces	SKU #	Sending System	Receiving System
<b>Standard Perioperative Interface</b>	4490_11		
ADT HL7 Inbound (Phase 1 with Scheduling)			
Hospital Billing HL7 Outbound (Phase 2)			
Materials Management HL7 Bi-Directional or OR Manager Stock Routines (Phase 2)			
Case Record Upload Text / HL7 Outbound or Case Record PDF Printout Export HL7 (Phase 2)			
Case Record Discrete Data HL7 Outbound	4570	Optum	DSS

## Project Assumptions

All components of this Statement of Work are based upon the following assumptions. If the Client is unable to comply with these assumptions, then Optum reserves the right to restructure the services described within this Statement of Work to accommodate a mutually agreed upon revised project plan and adjust the Professional / Implementation Services Fee accordingly.

- Professional / Implementation Services Fee are based upon timely decision making by the Client and the Client's resource commitment under Appendix B, Client Resource Schedule, to support the elapsed time illustrated under Appendix A, Key Project Timeline.
- Assumes the Client will provide representatives from all facilities, if applicable, to participate on a unified Client Project Team, attending and actively participating in common: Project Initiation Session, product training sessions, build review & sign-off sessions, and component / integration testing.
- Assumes the Client will roll-out workstations to all facilities.
- All onsite implementation services (including go-live support) will be provided during normal business hours (Tuesday through Thursday during an eight hour day shift), appropriate to the Client's time zone. Any services that must be scheduled outside of normal business hours are considered to be in excess of the scoped fixed fee package and may be billable at Optum's then current standard after hour's rate(s).
- Client provided training classrooms for Train the Trainer and end user training will have one (1) computer per Super User or end user attendee and one (1) computer for each client or Optum instructor. Optum's training standards require that we have a ratio of one (1) Optum trainer to up to eight (8) client attendees.
- Note that Train the Trainer Training is provided by Optum; whereby end user training is provided by the Client, unless otherwise specified in this Statement of Work.
- Optum will provide standard role-based end user training plan and material. The Client will be responsible for modifying and executing the end user training, assessments and certifications.
- The Client will provide the Optum Project Team with onsite workspace and access to telephone and internet capability to existing client resources.
- The Client agrees to use the Optum on-line issue management system to communicate all issues, questions, and requests as the primary means of reporting issues, receiving updates, and managing an issue list.
- The Professional / Implementation Services pricing is based on the implementation of the current release available at the start of Professional / Implementation services.
- Building of preference cards is the responsibility of the Client and on average takes 40 hours to build 100 preference cards after cards are 'readied' by including the Materials Management item numbers (or manufacturer number for infrequently used items) on each card.
- The Client will accept the Community Hospital Content as delivered for the licensed Optum Software Programs. Only site-specific configurations will be made during the duration of this implementation project. The standard forms are included under Appendix C.

## Out of Scope

Any deliverables or services not listed in this Statement of Work, the Agreement and applicable Supplement are considered out of scope for this Statement of Work and will require mutual agreement through a Change Order in order to be included in the timeline or affect the agreed upon project plan.



## **Confidentiality**

This material contains valuable confidential information of Optum, Inc. and / or its affiliates (“Optum”) and shall at all times remain the property of Optum.

## Appendix A: High Level Project Timeline






Project Activity	M O N T H					
	1	2	3	4	5	6
<b>INITIATION PHASE</b>						
- Planning for Project						
- Project Initiation Session						
- Software Installed						
- Technical Setup Training						
- Gap Analysis Visit						
<b>BUILD PHASE</b>						
- Interface Installation						
- Build Review (Phase 1)						
- Build Review (Phase 2)						
<b>TEST PHASE</b>						
- Testing (Phase 1)						
- Testing (Phase 2)						
<b>ACTIVATION PHASE</b>						
- Train the Trainer						
- End User Training						
- Parallel Validation in Live Env						
- Application Go-Live						
- Implementation Wrap Up Meeting						
- Transition to Picis Support						






## Appendix B: Customer Resource Requirements

Hospital Resource - FTE	M O N T H					
	1	2	3	4	5	6
Hospital Project Manager - HPM	0.5	0.5	0.5	0.5	0.5	0.5
Hospital Process Team Leader - HPTL, OR Manager	1	1	1	1	1	1
Project Team Member, Preference Cards		0.5	0.5	0.5	0.5	0.25
Clinical Champion	0.1	0.1	0.1	0.1	0.1	0.1
Hospital Technical Leader - HTL	0.5	0.25	0.25	0.25	0.25	0.25
Hospital Interface Resource - HIF		0.5	0.5	0.5	0.25	
Hospital Database Administrator - HDBA			0.1			0.1
Super User (Ratio 1 for every 8-10 users)				TBD		TBD
<b>Total FTEs</b>	<b>2.1</b>	<b>2.9</b>	<b>3.0</b>	<b>2.9</b>	<b>2.6</b>	<b>2.2</b>

## Appendix C: Standard OR Manager Forms

### Booking Patient Forms






<b>PRIMARY ADDRESS:</b>				<b>Form</b>	
Street: <input type="text"/>		Birth date: <input type="text"/>		01 Patient Info 	
Street: <input type="text"/>		Age: <input type="text"/>		02 Insurance Info 	
City: <input type="text"/> State: <input type="text"/>		Sex: <input type="text"/> <input type="text"/> Female		03 Allergy / Precautions Info 	
Zip: <input type="text"/>		Home Phone: <input type="text"/> (000) 000-0000		03 Case Booking 	
Work Phone: <input type="text"/> (000) 000-0000		Ext: <input type="text"/>		04 Chart Check 	
Cell phone: <input type="text"/> (000) 999-9999					
Country: <input type="text"/>		Religious Affiliation: <input type="text"/>			
Ethnicity: <input type="text"/>		Race: <input type="text"/>			
Preferred Language: <input type="text"/>					
Next of Kin Name: <input type="text"/>		Next of Kin Phone: <input type="text"/> (000) 000-0000			
Other contact name: <input type="text"/>		Other Contact Phone: <input type="text"/> (000) 000-0000			

<b>PRIMARY INSURANCE INFORMATION:</b>				<b>Form</b>	
Primary Ins: <input type="text"/>		Ins. Policy No: <input type="text"/>		01 Patient Info 	
Ins. Group No: <input type="text"/>		Insured Name: <input type="text"/>		02 Insurance Info 	
Subscriber No: <input type="text"/>		Insurance verified by: <input type="text"/>		03 Allergy / Precautions Info 	
Ins. Precertification: <input type="text"/>		Needs Financial Counseling?: <input type="text"/>		03 Case Booking 	
Has primary insurance changed: <input type="text"/>				04 Chart Check 	
Insurance change comment: <input type="text"/>		Insurance change date: <input type="text"/>			

<b>ALLERGIES:</b> Latex Allergy?: <span style="background-color: red; color: white;">N</span>				<b>Form</b> 01 Patient Info 02 Insurance Info 03 Allergy / Precautions Info 03 Case Booking 04 Chart Check											
<b>Allergies:</b> <table border="1"> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>									<b>Reaction:</b> <table border="1"> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>						
<b>Precautions:</b> <table border="1"> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>															

## Booking Forms

Booking Type: <input type="text"/> <input type="text"/>	Pt. Status: <input type="text"/> <input type="text"/>	<b>Form</b> 01 Patient Info 02 Insurance Info 03 Allergy / Precautions Info 03 Case Booking 04 Chart Check						
<b>Patient Special Needs:</b> <table border="1"> <tr> <td></td> </tr> <tr> <td></td> </tr> </table>			<b>Advance directive</b> <table border="1"> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>					
Anesthesia Type: <input type="text"/> <input type="text"/>	Isolation Required: <input type="text"/> <input type="text"/>							
Addon case? <input type="text"/>	Bed Request?: <input type="text"/>	Living Will: <input type="text"/> <input type="text"/>						
Implant Required?: <input type="text"/>	If yes, implant availability confirmed?: <input type="text"/>							
Implant Comment: <input type="text"/>								
<b>PreOp Diagnosis:</b> <table border="1"> <tr> <td></td> </tr> <tr> <td></td> </tr> </table>								
<b>Booking Comments for Pt. Registration:</b> <table border="1"> <tr> <td></td> </tr> <tr> <td></td> </tr> </table>			<b>Surgeon Note to Print on Schedule:</b> <table border="1"> <tr> <td></td> </tr> <tr> <td></td> </tr> </table>					

<p>CHART CHECK:</p> <p>HP Completed: <input type="checkbox"/> Date: <input type="text"/> Time: <input type="text"/></p> <p>PAT Completed: <input type="checkbox"/> Date: <input type="text"/> Time: <input type="text"/></p> <p>Consults on chart: <input type="text"/></p> <p>Labs completed: <input type="checkbox"/></p> <p>Consents signed: <input type="checkbox"/></p> <p>Pregnancy test: <input type="checkbox"/> Date: <input type="text"/> Time: <input type="text"/></p> <p>Financially cleared: <input type="text"/></p> <p>Chart ready for OR: <input type="checkbox"/></p> <p>CPT code for authorization: <input type="text"/></p> <p>ICD9 / ICD10 code: <input type="text"/></p>		<p><b>Form</b></p> <p>01 Patient Info </p> <p>02 Insurance Info </p> <p>03 Allergy / Precautions Info </p> <p>03 Case Booking </p> <p>04 Chart Check </p>
--	--	--

## Case Record Patient Form




<p> Patient <input type="checkbox"/> Select Case Record  Edit Case Data  Process Section</p>							
<p>Name: <input type="text" value="Test, ST"/></p> <p>Status: <input type="text"/></p>		<p>Acct #: <input type="text"/></p> <p>Unit #: <input type="text"/></p>	<p>Admit Date: <input type="text"/></p> <p>Discharge Date: <input type="text"/></p>				
<p>ALLERGIES:</p> <p>Latex Allergy?: <input type="checkbox"/> <input type="checkbox"/></p> <table border="1"> <thead> <tr> <th>Allergies</th> <th>Reaction:</th> </tr> </thead> <tbody> <tr> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </tbody> </table> <p>Precautions:</p> <table border="1"> <tbody> <tr> <td><input type="text"/></td> </tr> </tbody> </table>		Allergies	Reaction:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<p><b>Form</b></p> <p>01_Patient_Allergy_Info</p>
Allergies	Reaction:						
<input type="text"/>	<input type="text"/>						
<input type="text"/>							

CHART CHECK:		SIGN IN Before Induction of Anesthesia	
HP Completed: <input type="checkbox"/>	Date: <input type="text"/> Time: <input type="text"/>	Anesthesia and RN confirm Patient Identity: <input type="checkbox"/>	<input type="checkbox"/>
PAT completed: <input type="checkbox"/>	Date: <input type="text"/> Time: <input type="text"/>	Proc and Proc Site: <input type="checkbox"/>	<input type="checkbox"/>
Consults on chart: <input type="checkbox"/>	<input type="text"/>	Site Marked by Provider: <input type="checkbox"/>	<input type="checkbox"/>
Labs completed: <input type="checkbox"/>		Allergies: <input type="checkbox"/>	<input type="checkbox"/>
Consents signed: <input type="checkbox"/>		Airway or aspiration Risk: <input type="checkbox"/>	<input type="checkbox"/>
Pregnancy test: <input type="checkbox"/>	Date: <input type="text"/> Time: <input type="text"/>	Blood Loss Risk over 500cc: <input type="checkbox"/>	<input type="checkbox"/>
Financially cleared: <input type="checkbox"/>	<input type="text"/>	Units available, qty: <input type="text"/>	
Chart ready for OR: <input type="checkbox"/>		Anesthesia Safety Check completed: <input type="checkbox"/>	<input type="checkbox"/>
CPT code for authorization: <input type="text"/>		Airway Concern Addressed: <input type="text"/>	
ICD9 / ICD10 code: <input type="text"/>		<input type="text"/>	
		Team Members Plan Care, Address Concerns: <input type="checkbox"/>	
		PreAnes Sign In Comments: <input type="text"/>	
		<input type="text"/>	

Section	
IntraOp	E
PreOp	<input checked="" type="checkbox"/>

Page
CR00_Chart_Check and WH02
CR01_WH03_Timeout
CR01_Site_Verification
CR02_Case_Start_Personnel
CR03_Prep_Position
CR03a 2nd Proc Prep/Position
CR04_ESU_Warning
CR05_Laser
CR06_Meds_Rad_Blood
CR07_Specimens
CR08_Catheters_Drains
CR09_Packing_Dressing_Cast
CR10_Counts_CaseEnd

TIME OUT: Before Skin Incision		All confirm ID, Proc, Site, Consents: <input type="checkbox"/>	
Suspend other activities during TimeOut		All Team Members Introduced: <input type="checkbox"/>	<input type="checkbox"/>
		Site Marked and Visible: <input type="checkbox"/>	<input type="checkbox"/>
		Relevant Images are Labeled and Displayed: <input type="checkbox"/>	<input type="checkbox"/>
		Equipment Concerns: <input type="checkbox"/>	<input type="checkbox"/>
Surgeon Anticipates: Critical or Nonroutine Steps: <input type="checkbox"/>		Surgeon Comments: <input type="text"/>	
Case Duration: <input type="text"/>		<input type="text"/>	
Blood Loss: <input type="text"/>		<input type="text"/>	
Anesthesia Provider Anticipates:		Anesthesia Comments: <input type="text"/>	
Antibiotic Prophylaxis w/i 1 hour of incision: <input type="checkbox"/>		<input type="text"/>	
Additional Concerns: <input type="checkbox"/>		<input type="text"/>	
Circulator and Scub Anticipate Events:		Anticipated Care Comments: <input type="text"/>	
Sterilization Indicators Confirmed: <input type="checkbox"/>		<input type="text"/>	
Additional Concerns: <input type="checkbox"/>		<input type="text"/>	

Section	
IntraOp	E
PreOp	<input checked="" type="checkbox"/>

Page
CR00_Chart_Check and WH02
CR01_WH03_Timeout
CR01_Site_Verification
CR02_Case_Start_Personnel
CR03_Prep_Position
CR03a 2nd Proc Prep/Position
CR04_ESU_Warning
CR05_Laser
CR06_Meds_Rad_Blood
CR07_Specimens
CR08_Catheters_Drains
CR09_Packing_Dressing_Cast
CR10_Counts_CaseEnd





<p><b>POSITIONING:</b></p> <p>Position for surgery: <input style="width: 100px;" type="text"/> <input style="width: 100px;" type="text"/></p> <p>Pad bony prominences: <input style="width: 100px;" type="text"/> <input style="width: 100px;" type="text"/></p> <p style="text-align: center;">Positioned by: <input style="width: 200px;" type="text"/></p> <p><b>PREP:</b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Skin prep: <input style="width: 100px;" type="text"/></p> <p><input style="width: 100px;" type="text"/></p> </div> <div style="width: 50%;"> <p>Comment: <input style="width: 150px;" type="text"/></p> </div> </div> <p>Duraprep or alcohol based solution: <input style="width: 50px;" type="text"/> <input style="width: 50px;" type="text"/></p> <p>Time prep applied: <input style="width: 50px;" type="text"/> <input style="width: 50px;" type="text"/></p> <p>Time determined dry: <input style="width: 50px;" type="text"/> <input style="width: 50px;" type="text"/></p> <p>Absence of pooling: <input style="width: 50px;" type="text"/> <input style="width: 50px;" type="text"/></p> <p>Time drapes applied: <input style="width: 50px;" type="text"/> <input style="width: 50px;" type="text"/></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Section</th> <th style="width: 50px;"></th> </tr> <tr> <td>IntraOp</td> <td style="text-align: center;">E</td> </tr> <tr> <td>PreOp</td> <td style="text-align: center;">E</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Page</th> </tr> <tr><td>CR00_Chart_Check and w/H02</td></tr> <tr><td>CR01_WH03_Timeout</td></tr> <tr><td>CR01_Site_Verification</td></tr> <tr><td>CR02_Case_Start_Personnel</td></tr> <tr style="background-color: #000080; color: white;"><td>CR03_Prep_Position</td></tr> <tr><td>CR03a 2nd Proc Prep/Position</td></tr> <tr><td>CR04_ESU_Warming</td></tr> <tr><td>CR05_Laser</td></tr> <tr><td>CR06_Meds_Rad_Blood</td></tr> <tr><td>CR07_Specimens</td></tr> <tr><td>CR08_Catheters_Drains</td></tr> <tr><td>CR09_Packing_Dressing_Cast</td></tr> <tr><td>CR10_Counts_CaseEnd</td></tr> </table>	Section		IntraOp	E	PreOp	E	Page	CR00_Chart_Check and w/H02	CR01_WH03_Timeout	CR01_Site_Verification	CR02_Case_Start_Personnel	CR03_Prep_Position	CR03a 2nd Proc Prep/Position	CR04_ESU_Warming	CR05_Laser	CR06_Meds_Rad_Blood	CR07_Specimens	CR08_Catheters_Drains	CR09_Packing_Dressing_Cast	CR10_Counts_CaseEnd
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<b>ELECTROCAUTERY UNIT</b>			
Electrosurgical unit: <input type="text"/>	ESU #: <input type="text"/>	Cut: <input type="checkbox"/>	
Apply ground pad: <input type="text"/>		Coag: <input type="checkbox"/>	
Site: <input type="text"/>	Bipolar: <input type="text"/>		
	Bipolar #: <input type="text"/>		
	Setting: <input type="text"/>		
		Implements measures to prevent electrical injury: <input type="checkbox"/>	<input type="checkbox"/>
<b>THERMOREGULATION</b>			
		Implements thermoregulation measures: <input type="checkbox"/>	<input type="checkbox"/>
Warming blanket: <input type="text"/>			
Warm IV fluid: <input type="text"/>			
Warm irrigation: <input type="text"/>			
Other: <input type="text"/>			
Blanket #:	Temp Setting:	Applied By:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

<b>LASER</b>			
Laser used: <input type="text"/>	Implements measures to prevent laser injury: <input type="checkbox"/>		
Laser type:	Unit #:	Settings:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Laser test watts:	Laser test mode:	Laser test duration:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Laser watt setting:	Laser mode:	Laser duration setting:	Laser delivery system:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Section	E
IntraOp	E
PreOp	E

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CR03_Prep_Position
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INTRADP MEDICATIONS/IRRIGATIONS								Administers prescribed meds and solutions: <input type="checkbox"/> <input type="checkbox"/>	
Given Date:	Given Time	Medication	Dose	Units	Route	Given By	Comment		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		
X-Rays: <input type="checkbox"/> <input type="checkbox"/>									
Site:			X-Ray type:			Protective devices:			
<input style="width: 100%;" type="text"/>			<input style="width: 100%;" type="text"/>			<input style="width: 100%;" type="text"/>			
BLOOD/BLOOD PRODUCTS								Administers blood product therapy as prescribed: <input type="checkbox"/> <input type="checkbox"/>	
Blood band #: <input style="width: 100%;" type="text"/>									
Blood recovery: <input type="checkbox"/> <input type="checkbox"/>									
CCs reinfused: <input type="checkbox"/>									
Verified by: <input style="width: 100%;" type="text"/>									
Product:				Unit #:		Start time:		Finish time:	
<input style="width: 100%;" type="text"/>				<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	

SPECIMENS				
Specimen:	Type:	ID #:	Fixative:	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
VERIFY APPROPRIATE FIXATIVE FOR FRESH LYMPH NODES				
<div style="display: flex; align-items: flex-start;"> <div style="width: 100px; font-size: 0.8em;">Comments</div> <div style="flex-grow: 1; border: 1px solid black; min-height: 60px;"></div> </div>				

Section	
IntraOp	E
PreOp	<input checked="" type="checkbox"/>

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CR03_Prep_Position	
CR03a 2nd Proc Prep/Position	
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IntraOp	E
PreOp	<input checked="" type="checkbox"/>

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CR03a 2nd Proc Prep/Position	
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CR05_Laser	
CR06_Meds_Rad_Blood	
CR07_Specimens	
CR08_Catheters_Drains	
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<p><b>CATHETERS</b></p> <p>Urinary catheter: <input type="text"/> <input type="text"/></p> <p>Preop suprapubic or intermittent catheterization: <input type="text"/> <input type="text"/></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Type:</th> <th style="width: 25%;">Amount in bag:</th> <th style="width: 25%;">Inserted by:</th> <th style="width: 35%;"></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p><b>DRAINS</b></p> <p>Drains/Tubes: <input type="text"/> <input type="text"/></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Size:</th> <th style="width: 15%;">Type:</th> <th style="width: 25%;">Site:</th> <th style="width: 25%;">OR drainage amount:</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p><b>PACKING</b></p> <p>Packing: <input type="text"/> <input type="text"/></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Size:</th> <th style="width: 15%;">Type:</th> <th style="width: 25%;">Site:</th> <th style="width: 45%;"></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p><b>DRESSINGS/CASTS</b></p> <p>Dressings/Casts: <input type="text"/> <input type="text"/></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Type:</th> <th style="width: 25%;">Site:</th> <th style="width: 60%;"></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Type:	Amount in bag:	Inserted by:										Size:	Type:	Site:	OR drainage amount:												Size:	Type:	Site:										Type:	Site:								<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">Section</th> <th style="width: 20%;"></th> </tr> <tr> <td>IntraOp</td> <td style="text-align: center;">E</td> </tr> <tr> <td>PreOp</td> <td style="text-align: center;">E</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 100%;">Page</th> </tr> <tr><td>CR00_Chart_Check_and_WHO2</td></tr> <tr><td>CR01_WHO3_Timeout</td></tr> <tr><td>CR01_Site_Verification</td></tr> <tr><td>CR02_Case_Start_Personnel</td></tr> <tr><td>CR03_Prep_Position</td></tr> <tr><td>CR03a_2nd_Proc_Prep/Position</td></tr> <tr><td>CR04_ESU_Warming</td></tr> <tr><td>CR05_Laser</td></tr> <tr><td>CR06_Meds_Rad_Blood</td></tr> <tr><td>CR07_Specimens</td></tr> <tr><td><b>CR08_Catheters_Drains</b></td></tr> <tr><td>CR09_Packing_Dressing_Cast</td></tr> <tr><td>CR10_Counts_CaseEnd</td></tr> </table>	Section		IntraOp	E	PreOp	E	Page	CR00_Chart_Check_and_WHO2	CR01_WHO3_Timeout	CR01_Site_Verification	CR02_Case_Start_Personnel	CR03_Prep_Position	CR03a_2nd_Proc_Prep/Position	CR04_ESU_Warming	CR05_Laser	CR06_Meds_Rad_Blood	CR07_Specimens	<b>CR08_Catheters_Drains</b>	CR09_Packing_Dressing_Cast	CR10_Counts_CaseEnd
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COUNTS								Evaluates for signs of injury to skin/tissue: <span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span> <span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span>	
Proc #:	Count type:	Instr:	Sharps:	Sponge:	Other:	Staff 1:	Staff 2:	Count comments:	

ACTIONS TAKEN IF COUNTS INCORRECT								
Surgeon notified:	Charge nurse notified:	Notified by:	Recount:	Searched room:	X-Ray taken:	Reopened surgical site:	Count discrepancy comments:	

**END OF CASE**

Proc End Time:  

Anesthesia End:  

Patient out of Room:

Preop Diagnosis:	

Postop Diagnosis:	

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### Case Record Forms (Preop)

PREOP ASSESSMENT																							
Arrive registration: <span style="border: 1px solid #ccc; padding: 2px;"> </span>	Family In Waiting Room?: <span style="border: 1px solid #ccc; padding: 2px;"> </span>	Admitted from: <span style="border: 1px solid #ccc; padding: 2px;"> </span>																					
Admitted via: <span style="border: 1px solid #ccc; padding: 2px;"> </span>																							
PREOP CHECKLIST		Verifies allergies: <span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span> <span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span>																					
Secures patient records, belongings, valuables:		<span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span> <span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span>																					
Verifies consent for planned procedure:		<span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span> <span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span>																					
Verifies operative proc, surg site, laterality:		<span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span> <span style="background-color: #f0f0f0; border: 1px solid #ccc; padding: 2px;"> </span>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #e0e0e0;">Belongings secured:</th> <th> </th> <th style="background-color: #e0e0e0;">Disposition:</th> <th> </th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Belongings secured:		Disposition:										<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #e0e0e0;">Advance directive</th> <th> </th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>				Advance directive					
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Preop Diagnosis:																							

CURRENT MEDICATIONS							
Medication :	Dose :	Route :	Frequency :	Status :	Comment :	Date Last Taken :	Time Last Taken :

Section	
Endo_GI	E
PreOp	E

Page
PreOp01_Arrival_HomeMeds
PreOp02 World Health Checklist

<b>PREPROCEDURE CHECK IN</b> In PreOp or Holding Area Patient or Representative Confirms: Identity: <input type="text"/> <input type="text"/> Consents: <input type="text"/> <input type="text"/> Procedure and Procedure site: <input type="text"/> <input type="text"/> Site Marked by performing provider: <input type="text"/> <input type="text"/> RN Confirms Presence: H and P: <input type="text"/> Yes PreAnesthesia Assessment: <input type="text"/> <input type="text"/> Diagnostics and Rad test results: <input type="text"/> <input type="text"/> Blood Products: <input type="text"/> N <input type="text"/> No Implants, Devices, Equipment: <input type="text"/> <input type="text"/> Beta Blocker Given SCIP: <input type="text"/> <input type="text"/> PreProc Checkin Comments <input type="text"/> <input type="text"/>		<table border="1"> <tr> <th colspan="2">Section</th> </tr> <tr> <td>Endo_GI</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>PreOp</td> <td>E</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <th colspan="2">Page</th> </tr> <tr> <td>PreOp01_Arrival_HomeMeds</td> <td></td> </tr> <tr> <td>PreOp02_World Health Checklist</td> <td></td> </tr> <tr> <td colspan="2"> </td> </tr> </table>	Section		Endo_GI	<input checked="" type="checkbox"/>	PreOp	E			Page		PreOp01_Arrival_HomeMeds		PreOp02_World Health Checklist			
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Endo_GI	<input checked="" type="checkbox"/>																	
PreOp	E																	
Page																		
PreOp01_Arrival_HomeMeds																		
PreOp02_World Health Checklist																		

## Case Record Forms (Endo)

<b>Patient Medical History</b> Gastrointestinal (Check for History of): <input type="text"/> <input type="text"/> Other: <input type="text"/> Previous Endoscopy: <input type="text"/>		<b>Family Medical History</b> Gastric Cancer: <input type="text"/> If Yes, Which Family Member: <input type="text"/> Colon Cancer: <input type="text"/> If Yes, which Family Member: <input type="text"/>		<table border="1"> <tr> <th colspan="2">Section</th> </tr> <tr> <td>Endo_GI</td> <td>E</td> </tr> <tr> <td>PreOp</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <th colspan="2">Page</th> </tr> <tr> <td>EN01_Assessment_Record</td> <td></td> </tr> <tr> <td>EN02_Procedure_Note_I</td> <td></td> </tr> <tr> <td>EN03_Procedure_Note_II</td> <td></td> </tr> <tr> <td>EN04_Nurses_Notes</td> <td></td> </tr> <tr> <td>EN05_Post_Procedure</td> <td></td> </tr> </table>	Section		Endo_GI	E	PreOp	<input checked="" type="checkbox"/>			Page		EN01_Assessment_Record		EN02_Procedure_Note_I		EN03_Procedure_Note_II		EN04_Nurses_Notes		EN05_Post_Procedure	
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EN03_Procedure_Note_II																								
EN04_Nurses_Notes																								
EN05_Post_Procedure																								
<b>Pain</b> Pain Present: <input type="text"/> Frequency: <input type="text"/> Description: <input type="text"/> Intensity: <input type="text"/>		<table border="1"> <tr> <th>Location</th> <th>Intervention</th> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>		Location	Intervention	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>															
Location	Intervention																							
<input type="text"/>	<input type="text"/>																							
<input type="text"/>	<input type="text"/>																							
<b>Preparation</b> NPO: <input type="text"/> Pregnancy Test Done: <input type="text"/> If Yes, Date: <input type="text"/> Result: <input type="text"/>		<b>General Health and Appearance</b> <table border="1"> <tr> <th>LOC</th> <th>Skin Color</th> <th>Physical Limitations</th> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>		LOC	Skin Color	Physical Limitations	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>												
LOC	Skin Color	Physical Limitations																						
<input type="text"/>	<input type="text"/>	<input type="text"/>																						
<input type="text"/>	<input type="text"/>	<input type="text"/>																						
<b>Valuables</b> Eyeglasses: <input type="text"/> If Yes, Removed: <input type="text"/> Dentures: <input type="text"/> If Yes, Removed: <input type="text"/>																								

Section	
Endo_GI	E
PreOp <span style="float: right; background-color: #008000; color: white; padding: 2px;">E</span>	


Page	
EN01_Assessment_Record	
EN02_Procedure_Note_I	
EN03_Procedure_Note_II	
EN04_Nurses_Notes	
EN05_Post_Procedure	

Section	
Endo_GI	E
PreOp <span style="float: right; background-color: #008000; color: white; padding: 2px;">E</span>	

Page	
EN01_Assessment_Record	
EN02_Procedure_Note_I	
EN03_Procedure_Note_II	
EN04_Nurses_Notes	
EN05_Post_Procedure	

 Nurse Notes					<b>Section</b>	
Intravenous Therapy					<b>Page</b>	
Time	IV Site:	IV Cath Size:	IV Site Condition:	IV Solutions	Endo_GI	E
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	PreOp	E
Arrived with IV: <input type="text"/>						
Arrived with Saline Lock: <input type="text"/>						
IV Sedation and Monitoring Done: <input type="text"/>						
Anesthesia Done by: <input type="text"/> Please See Anesthesia Record for Details						
Medications	Time:	Dose:	Site:	RN/MD Signature:		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		

Aldrete Discharge Scoring System (Score of 8+)					
Activity	Circulation:	Color	Consciousness	Respiration	Score:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Post Procedure Vital Signs:					Electro Surgical Pad Site (Post) <input type="text"/>
Time:	B/P:	Pulse:	Resp:	SO2:	Abdomen: <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Air Passed: <input type="text"/>
					Comment: <input type="text"/>

Pain: <input type="text"/>	Discharge Instructions Given (Outpatient) <input type="text"/>
Pain Location: <input type="text"/>	Discharged To: <input type="text"/>
Description of Predominant Pain: <input type="text"/>	Time: <input type="text"/>
Intensity of Pain (0-10 Scale): <input type="text"/>	Report Given To: <input type="text"/>
Frequency of Pain: <input type="text"/>	Discharging RN: <input type="text"/>
Eyeglasses Returned: <input type="text"/>	
Dentures Returned: <input type="text"/>	



## Preference Card Template

Preference Cards - Description: Template - Sample - Facility: PICIS

**Preference Card List**  

.Template
-----------

**Preference Card Detail**  
Mnemonic:  Active: ☒  
Description:   
Procedures:   
Surgeons:

Add

Delete

Save

Print

Close

Retrieve

**Section Detail**

Sect #	Description	Type	Lines	Pick List
1	Room Setup	C		<input type="checkbox"/>
2	Prep and Positioning	C		<input type="checkbox"/>
3	Supplies	S		
4	Instruments	S		
5	Nurse Notes	C		<input type="checkbox"/>

**Select Facility**  
☒ Picis Hospital

**Case Notes**

**Edit Type**  
☒ Facility  
☐ Pick Group

**Stock Item Detail**

Row	Inventory	Stock Number	Description	Implant	Latex	Srg/As1/As2/Max
-----	-----------	--------------	-------------	---------	-------	-----------------

Press Expand button to see more supplies

#### **ATTACHMENT D – Other Products**

The Sublicenses / End User License Agreements for Other Products marked below are attached hereto and incorporated herein by this reference.

- ☐ Business Objects End User License Agreement
- ☐ Callibra Sublicense Agreement
- ☐ ePreop End User License Agreement
- ☐ Exit-Writer Sublicense Agreement
- ☐ Exitcare Licensing Agreement & Exitcare / Exitmeds Licensing Agreement Addendum
- ☐ First DataBank End User License Agreement
- ☐ Iatric Software License Agreement
- ☐ MULTUM End User License Agreement
- ☐ Nuance (Dragon) End User License Agreement
- ☐ Rcopia End User Terms (DrFirst)
- ☐ Risk Overlay Sublicense Agreement
- ☐ Symedical End User Sublicense
- ☐ Syntegrity End User Terms
- ☐ TSG End User Terms – Clinical Rules Content

## **EXHIBIT C – TRAVEL EXPENSE POLICY**

**Air Travel:** All air travel must be in coach class. Travelers are expected to use the lowest logical airfare available. Business class is acceptable when it does NOT cost more than the lowest available coach fare.

**Upgrades for Air Travel:** Upgrades at the expense of the Customer are NOT permitted. Upgrades are allowed at the traveler's personal expense.

**Checked Baggage Fees:** The following checked baggage fees shall be reimbursable. Fees for baggage considered "overweight" by the airline is not reimbursable.

- 2 – 7 day trip length – 1<sup>st</sup> checked bag fee, if charged
- 8 – 14 day trip length – 1<sup>st</sup> and 2<sup>nd</sup> check bag fee, if charged
- Baggage tip \$1/day

**Hotel Spending Guidelines:** Travelers are subject to the following spending limits:

- Properties in the **Moderate** category hotel, such as Holiday Inn, Marriott, Embassy Suites, in a safe secure location.
- Properties where Optum or a business partner has a negotiated rate.
- If a Customer-negotiated rate is not available, travelers must use the least expensive property in a similar hotel category.
- Reimbursement shall include: hotel room cost, taxes, other room rate fees charged by the hotel, internet connection fees and housekeeping tips up to \$2/day.

**Customer Furnished Apartments:** Travelers may agree to stay in Customer furnished apartments providing they meet the following requirements.

- The apartment is in a safe secure location.
- Traveler has a private bedroom and bathroom.
- Traveler is not required to share such apartment.
- The apartment is furnished with a telephone, television, high-speed internet connection and such amenities as would be provided in a hotel.
- The apartment, linens and bathrooms are cleaned daily.
- Reimbursement shall include: internet connection fees and housekeeping tips up to \$2/day

**Rental Car:** Travelers may rent a car at their destination when:

- it is less expensive than other transportation modes such as taxis, airport limousines and airport shuttles
- more than 2 employees are traveling together

**Rental Car Categories:** Travelers should book the following rental car categories. When picking up a rental car, travelers should check with the rental car agent for any promotional rates, last-minute specials or free upgrades.

- Economy/Midsize when the traveler is alone or with up to two other employees.
- Full-size when the traveler is with more than two other employees or with a client.
- Pre-purchase fuel option is allowed
- Traveler will re-fuel car prior to drop off of the car if the pre-purchase fuel option is not used.

**Reimbursement for Personal Car Usage:** Travelers will be reimbursed for business usage of personal cars on a fixed scale of the then current IRS guidelines for mileage. This reimbursement includes but is not limited to:

- mileage from the traveler's home to/from the airport or rail service, together with applicable parking

- mileage from the traveler's home to/from the Customer's site.
- tolls paid while traveling to Customer's site.

**Class of Service - Rail Travel:** Domestic rail travel will be in Coach class. First class/reserved seating for domestic rail service may be utilized when upgrade is at no extra cost or at the traveler's expense.

**Car Service:** Travelers will be reimbursed for use of a car service is where the fee for airport parking is greater than the car service fee.

**Meals and Entertainment:** Travelers will be reimbursed for actual meals and tips based on a \$40.00 per day maximum, except for the following cities which shall be based on a \$50 per day maximum: Chicago, New York, Los Angeles, San Francisco and Washington DC.

This Travel and Expense Policy Summary may be updated by Optum upon written notice to Customer.

Note: Receipts are not provided for individual charges less than \$25.00.

## **EXHIBIT D – HOURLY RATES**

### **Standard Labor Rates**

#### **Optum Clinical Solutions - February 2014**

<b>Implementation Services Position</b>	<b>Commercial Rates</b>
Report Writing / Development (Crystal, Access, Excel, Extelligence)	\$187.50 / hour
Project Manager	\$225.00 / hour
Process Consultant	\$187.50 / hour
Training Specialist	\$187.50 / hour
Technical Lead	\$187.50 / hour
End User Training - PulseCheck	\$100.00 / hour
Go-Live Support - PulseCheck	\$100.00 / hour

<b>Consulting Services Position</b>	<b>Commercial Rate</b>
Surgery - tactical Consultant	\$175.00 / hour
Surgery - strategic Consultant	\$200.00 / hour
Anes/CCU Sr. Consultant	\$200.00 / hour
Anes/CCU Physician Consultant	\$350.00 / hour
ED Sr. Consultant	\$200.00 / hour
ED Physician Consultant	\$300.00 / hour
CBD Revenue Coding & Billing Specialist	\$200.00 / hour

The above hourly rates will be in effect for additional services requested by County for a period of eighteen (18) months from the Effective Date of this Schedule.

## Exhibit E

### Anesthesia Software Product Schedule

#### Picis Quotation Summary for San Mateo Medical Center

July 18, 2014

	Perioperative Products	Critical Care Products	Emergency Department Products	Emergency Department (Meditech) Products	BTS Professional Services	TOTAL
Software Program Lic. Fees	\$134,438					\$134,438
Discount %	35.00%					
License Fee Discount	(\$47,053)					(\$47,053)
Interface License Fees						
Other Products Lic. Fees						
License Fees Total	\$87,384					\$87,384
Professional Services Fees	\$371,500					\$371,500
<b>Total</b>	<b>\$458,884</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$458,884</b>

Version: 0

- ▶ All Fees are quoted in US Dollars.
- ▶ Travel and Lodging Expenses are not included in the Implementation Fees.
- ▶ Professional Services Fees: are based on Picis Best Practice Implementation for the products quoted. Requests for changes to our Best Practice will be scoped and priced based on Picis current rates.
- ▶ Interfaces: All interfaces are as per Picis standard specifications.
- ▶ Estimated Fees: All consulting services fees are to be considered estimates until a final Statement of Work is agreed to and the services are priced accordingly.

**Comments:**

Phase 2 - AIMS, PACU

**Picis Quotation Summary**  
for  
**San Mateo Medical Center**

July 18, 2014

Part No.	PRODUCT QUANTITY	PRODUCT DESCRIPTION	LICENSE FEE	PROF.SERV. FEE
Perioperative Products				
4210	1	<b>Community Hospital Anesthesia Advanced Plus</b> For Community Hospitals with 1-8 ORs or procedure rooms only.	\$134,438	\$303,000
4220	1	<b>Anesthesia Manager</b> Includes: Perioperative Anesthesia Record, Medical Device Connectivity (requires active serial ports, does not include fluid devices), Remote Viewing, Standard Printed Anesthesia Record.		
4250	1	<b>Preop Manager</b> Ability to document the preop nursing and anesthesia assessment indicating readiness for surgery. Includes: standard forms and content for documenting demographic, procedural, med/surg history, completed tests and anesthesia plan.		
4245	1	<b>PACU Manager</b> Includes: standard integrated PACU Nursing Record, Medical Device Connectivity for 2 types devices from existing Picis library (requires active serial ports, does not include fluid devices), Fluid Balance Management, standard Scores and Assessments, Remote Viewing, standard printed PACU Record, pre-packaged PACU database, templates and dictionaries.		
4245-M	1	<b>PACU Manager - Stepdown Rooms</b> Licenses for unmonitored beds in PACU step down units. Does not include medical device connectivity or drivers.		
4430_3	1	<b>Lab Results HL7 Inbound Interface</b>		
4491	1	<b>Preop Assessment Interface</b>		Included
4510	1	<b>Printout Export</b>		
Perioperative Products - Professional Services				
4295	1	<b>Anesthesia Provider Adoption - Community Program</b>		\$68,500

Picis Confidential

Pricing Valid for 60 days

Form Picis 140210

- 2 -

Part No.	PRODUCT QUANTITY	PRODUCT DESCRIPTION	LICENSE FEE	PROF.SERV. FEE
4905_1	1	<b>Additional Professional Services</b> Implement the Anesthesia interfaces which are part of One Patient Record Outbound Interface.		\$27,000

Part No.	OPTIONAL PRODUCTS	PRODUCT DESCRIPTION	LICENSE FEE	PROF.SERV. FEE
4435_3		<b>Monitoring HL7 Inbound Interface</b> Sold with Anesthesia, PACU & Critical Care Manager. Priced per network monitoring system.	\$10,000	\$10,000
2240		<b>TouchPoint 2.0 powered by InterSystems</b> Required for all 2.0 interfaces; ED PulseCheck 5.2v or later version required. Annual Fee	\$3,000	\$0

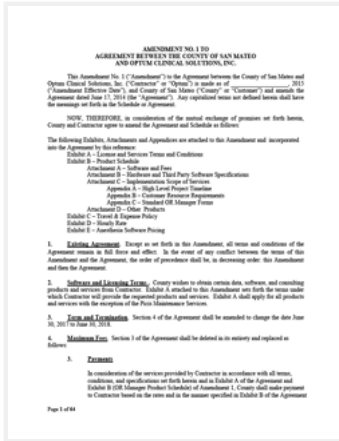
### Totals for Exhibit E

Software License Fee:	\$144,438
Discount 35%	(\$50,553)
Other Products License Fee	\$3,000
Professional Services Fee:	\$408,500
Travel and Expense Estimate:	<u>\$63,000</u>
<b>Total Software License and Services Fee:</b>	<b><u>\$568,385</u></b>

### Annual / Maintenance Fees:

Community Hospital Anesthesia Advanced Plus Annual Maintenance Fee (18%)	\$24,199
Monitoring HL7 Inbound Interface Annual Maintenance Fee (18%)	\$1,800
TouchPoint 2.0 Annual Fee	<u>\$3,000</u>
<b>Total:</b>	<b>\$28,999</b>










# County of San Mateo\_Optum (Picis) ASA Amd2 (57909)

EchoSign Document History

February 11, 2015

Created: February 11, 2015  
By: Tamra Mashuga (tamra.mashuga@optum.com)  
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