SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
July 21, 2015

SUBJECT: Ratify and Approve Agreements with Siemens and Cerner to Update Syngo Workflow for $203,148 for Eighteen months; District 5; [$203,148]; Hospital Enterprise Fund.

RECOMMENDED MOTION: That the Board of Supervisors:
1. Ratify and Approve the Siemens virtual split agreement that recognizes and accepts that Siemens retained ownership of Syngo software after the Cerner acquisition of certain Siemens assets;
2. Ratify and Approve the Cerner amendment No. 25 that recognizes and accepts that Siemens retained ownership of Syngo software after the Cerner acquisition of certain Siemens assets;
3. Ratify and Approve the first amendment to the agreement with Siemens to Update Syngo Workflow for $203,148 for eighteen months;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, as approved by County Counsel.

(continued on next page)

Zareh H. Sarrafian,
Assistant CEO, Health System

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 135,432	$ 67,716	$ 203,148	$ n/a	Consent ☐ Policy ☑
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0	

SOURCE OF FUNDS: Hospital Enterprise Fund - 40050

Budget Adjustment: No

For Fiscal Year: 15/16 to 16/17

C.E.O. RECOMMENDATION:

APPROVE

BY: _____

County Executive Office Signature   Christopher M. Hans

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: July 21, 2015
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: _____
        Deputy

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:**

3-44

BACKGROUND:

Summary

The Hospital's Radiology Information System software has reached end of life and is non ICD-10 compliant. In order to obtain the appropriate upgrades, the County engaged in discussions with Siemens representatives to bring the system within the required compliance. The immediate execution of this contract was essential to minimize delays in the implementation timeline for ICD-10 compliance, so it has been signed by Purchasing, and today's action requests that it be ratified.

The International Classification of Diseases, 10th Edition, more commonly known as ICD-10, is the reference manual containing the code sets used to report medical diagnoses and inpatient procedures. The conversion to ICD-10 is mandatory. This means that a HIPAA-covered entity must use ICD-10 codes for health care services provided on or after October 1, 2015. Using the old ICD-9 diagnosis and inpatient procedure codes will not be allowed for services provided on or after this date.

The current installed version of the Syngo Radiology software system is not ICD-10 compliant. If the RCRMC Syngo system is not upgraded, configured, tested and in production by the October 1, 2105 deadline, the current Radiology work flow will be disrupted. It will be necessary to complete documentation/coding requirement in the INVISION system utilizing manual work processes with a new work flows in the patient registration area. Without these manual work processes it will not be possible to generate billing or accurately complete medical records for patients. The new manual work processes will require training for the patient management area. The employment of manual work processes significantly increases the potential for human error and will most likely precipitate additional payer denials. Operational costs will be increased and cash flow will be negatively impacted.

It is recommended that Syngo software be upgraded to the ICD-10 compliant version prior to the October 1 to maintain the currently established Radiology work flows and comply with the federally mandated ICD-10 implementation.

Impact on Citizens and Businesses

ICD-10 will accommodate newly developed diagnoses and procedures, innovations in technology and treatment, performance-based payment systems, and more accurate billing. ICD-10 coding will make the billing process more streamlined and efficient, and this will also allow for more precise methods of detecting fraud.

Contract History

Cerner bought a portion of Siemens' business, but this Syngo software remained with Siemens. The action today reestablishes the contract with Siemens for this product. Two technical agreements (with Siemens and Cerner/see motions 1 and 2 above) were necessary to accomplish this. There are no costs associated with these agreements.

The third agreement (first amendment/see motion 3 above) initiates the new service described in this document at a cost of $203,148. This new agreement maintains the existing terms and conditions that have been in place with the county for Syngo workflow since 2009.

This first Amendment is made as of ꞮꞶꞮꞶ᷑, 2015 (the "Amendment Effective Date") between **Siemens Medical Solutions USA, Inc.**, having its principal office located at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 ("Siemens"), and **Riverside County Regional Medical Center**, located at 26520 Cactus Avenue, Moreno Valley, CA 92550 ("**Customer**").

Customer and Siemens are parties to an Agreement dated as of February 2nd, 2015, as amended ("Agreement"). Attached to this Amendment are one or more Quotes for syngo Applications. "Quote" (or "Quotation") means a document attached to this Amendment and consisting of a Product Schedule that lists a particular quote number together with those Statements of Work, Technology Bids, TRS and Detailed Software Specifications, if any, that list that quote number, together with any attachments that apply to Applications identified in that Quote. (A "Technology Requirements Specification" or "TRS" means a Schedule 1, as defined in the Agreement.) Customer and Siemens now agree to amend the Agreement as follows:

1. TERM. Support for the Applications and any Custom Programming identified in this Amendment shall be provided in accordance with the Siemens Support Program under the Agreement. For syngo Applications, the applicable issue management system is LifeNet™ and references to EIM will be deemed to be references to that system. The term of the support referenced above shall be coterminous with the Support Term under the Syngo Agreement.

2. APPLICATIONS. Siemens hereby grants Customer a non-exclusive, non-transferable license to the Applications listed in each Quote, subject to the terms and conditions of the Agreement. Each such license is perpetual unless the Quote specifies that the license is for a specified term, in which case the license is a term license with the specified duration. Customer shall take Delivery of the Applications listed in each Quote within the time period specified in that Quote, or in any event, Delivery shall be deemed to have occurred within the applicable time-frame. "Procedure Volume" shall mean number of completed order requests based on DICOM MPPS methodology and as reflected in the administrator interface. Where an Application is indicated as being licensed for a specific Procedure Volume, such number indicates the maximum number of annual procedures that Customer may run using the Application and Customer shall permit Siemens to conduct an annual review of Customer's actual Procedure Volume and, if Customer's actual Procedure Volume has increased over the licensed Procedure Volume, Customer shall pay Siemens incremental license and support fees based on the corresponding growth in Procedure Volume. The version of the syngo Workflow Application which will be delivered with this upgrade, Version 20, includes functionality required to support the ICD-10 code sets.

3. EQUIPMENT AND THIRD PARTY SOFTWARE. Included in the Quotes are one or more TRS (Schedule 1s) that state the sizing and capacity assumptions and the Equipment and software configuration for the Facility. Customer shall procure all Equipment and such items of Third Party Software which are designated in a TRS as being required for Customer to obtain, either from its existing resources, from Siemens and/or from a third party.

4. FEES. Customer shall pay the Perpetual License, Equipment, Third Party Software, and Fixed Implementation Fees listed in a Quote in accordance with the payment terms stated in that Quote, and Customer shall pay any Support Fees and Term License Fees listed in a Quote in accordance with the payment terms stated in that Quote; in those payment terms, references to "the date of this Proposal" mean the Amendment Effective Date.

5. NETWORKS. Customer shall be responsible for all local area networks and wide area networks, if any, required to operate the System(s).

6. IMPLEMENTATION.

6.1. Customer hereby engages Siemens to perform the professional services identified in a Quote and/or in a Statement of Work referenced in a Quote, in each case for the Implementation Fees identified in that Quote.

6.2. Siemens shall provide the Custom Programming, if any, identified in a Quote and/or in a Statement of Work referenced in a Quote, in each case for the fees identified in that Quote. Customer shall commence paying Support Fees, if any, three (3) months following Delivery and acceptance by Customer of the Custom Programming.

7. EDUCATION. Siemens shall provide, and Customer shall pay for, the courses for the number of attendees and for the fees identified in a Quote and/or in a Statement of Work referenced in a Quote. The fees and course availability listed in a Quote or in a Statement of Work referenced in a Quote shall expire on the first anniversary of the Amendment Effective Date. Thereafter, Siemens' then-current education rates and course offerings will apply. Customer is responsible for educating its end users on the Third Party Software listed in the TRS. On-site Education includes one occurrence of a class for up to the maximum number of attendees listed for each class. Siemens will bill Customer for additional attendees at the current Education rates if Customer exceeds the maximum attendees stated in the Quote or Statement of Work. When a Quote or Statement of Work includes fixed fee Education, that Education must be used within eighteen (18) months after Delivery of the

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Application(s) to which the Education relates, or the Education will be deemed to have occurred and Siemens will not thereafter be obligated to provide such Education or any credit for it.

8. DEINSTALLATION OF SYBASE LICENSES AND ADJUSTMENT TO FEES. Customer's existing version of syngo Workflow uses Sybase Software which Customer acquired through Siemens. VB10 of syngo Workflow uses MS SQL instead of Sybase. Customer acknowledges that the Sybase software is restricted for use only with syngo Workflow and cannot be repurposed for use with other applications. Within 29 days of Customer's go live on VB10A version, Siemens will deinstall the Sybase software and adjust Customer's invoice to remove any monthly (currently $529.00 per month) or annual Sybase support/maintenance fees.

9. United States Federal Government Rights.

For contracts with agencies of the U.S. Department of Defense, the Government's rights in: (1) commercial computer software and commercial computer software documentation shall be governed, pursuant to 48 C.F.R. 227.7201 through 227.7202-4, by Siemens' standard commercial license(s) for the respective product(s); (2) software and software documentation other than commercial computer software and commercial computer software documentation shall be governed by 48 C.F.R. 252.227-7014; (3) technical data for commercial items other than software or software documentation shall be governed by 48 C.F.R. 252.227-7015(b); and (4) technical data for non-commercial items other than software or software documentation shall be governed by 48 C.F.R. 252.227-7013.

For contracts with U.S. Government agencies other than the Department of Defense agencies, the Government's rights in: (1) commercial computer software and commercial computer software documentation shall be governed, pursuant to 48 C.F.R. 2.101 and 12.212, by Siemens' standard commercial license(s) for the respective product(s); (2) software and software documentation other than commercial computer software and commercial computer software documentation shall be governed by 48 C.F.R. 52.227-14, Alternative III; and (3) technical data other than software and software documentation shall be governed by 48 C.F.R. 52.227-14 including, where applicable Alternatives I or II.

10. GENERAL.

10.1. Customer must fully and accurately report prices paid under this Amendment and the Agreement, net of all discounts (including rebates) as required by applicable law and contract, including without limitation 42 CFR 1001.952(h), on applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this Amendment and the Agreement, and all notices and other communications regarding this Amendment and the Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

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

IN WITNESS WHEREOF, and intending to be legally bound, Siemens and Customer have executed this Amendment as of the day and year first above written.
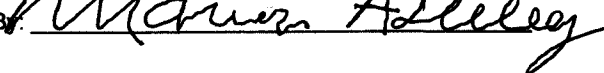
SIEMENS MEDICAL SOLUTIONS USA, INC.

By: _____

Name: _____
(Type or Print)   **Thomas Schroeder**
                  VP-SYNGO

Title: _____
(Type or Print)

RIVERSIDE COUNTY

By: _____

Name: Marion Ashley

Title: Chairman of the Board of Supervisors

RIVERSIDE COUNTY PURCHASING

By: _____
        Assistant Director Purchasing
Name: Lisa Boerner   and Fleet Services
Title: Purchasing Manager

ATTEST: KECIA HARPER-IHEM, Clerk
BY: _____ DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: _____ 7-9-15
ANITA C. WILLIS   DATE
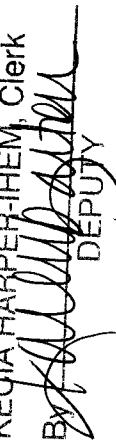
Product Schedule
RIS - syngo Workflow SLR, Upgrade (Quote Nr. 1-BI8WB8 Rev 1)

Perpetual Licenses and Support

Qty	Part Nr. / Item Description	Extended Net Price	Extended Net Monthly Fee
1	10559165 / Upg sWF Radiology SW, VB20 syngo® Workflow Base Radiology Software Upgrade	$0	
1	10559198 / sWF Mobile Option syngo® Workflow Mobile Application	$0	
16	10559185 / sWF Mobile, PL 3 syngo® Workflow Mobile Application perpetual software license where each quantity of 1 covers 10,000 procedures.	$28,800	
16	P_SWF_10559185 / sWF Mobile, PL3 Promotion As an introductory offer, the syngo Workflow SLR Mobile Application License will be available to new users of syngo Workflow SLR VB20 as well as users upgrading to syngo Workflow SLR VB20 at no additional cost to the customer. This promotion does not include implementation costs or support. The customer will be responsible to test and validate the mobile application prior to the first productive use. To be eligible for this promotion, either the syngo Workflow SLR VB20 must be installed before September 30, 2015 or the Customer-signed contract for this product must be received by Siemens on or before September 30, 2015. Siemens assumes no responsibility for delays in the signing of a contract, start date of the installation, or delays in implementation due to the mobile application. Extensions of this promotional part number will not be allowed.	- $28,800	
16	10559195 / sWF Mobile, SE 3 syngo® Workflow Mobile Application perpetual software license Variable Fee Extended Support.		$576
	Perpetual Licenses and Support Total	**$0**	**$576**

Professional Services and Support

Qty	Part Nr. / Item Description	Extended Net Price	Extended Net Monthly Fee
	Fixed Fee Implementation and Model Interfaces See "Implementation and Model Interfaces" section of attached Statement of Work	$155,580	N/A
	Fixed Fee Custom Programming See "Custom Programming" section of attached Statement of Work	$29,868	$197
	Education and Training See "Education and Training" section of attached Statement of Work	$3,786	N/A
	Professional Services and Support Total	**$189,234**	**$197**
	PROPOSAL TOTAL	**$189,234**	**$773**

Terms of Payment
RIS - syngo Workflow SLR, Upgrade (Quote Nr. 1-BI8WB8 Rev 1)

Perpetual License, Technology, and Fixed Fee Professional Services:	Customer shall pay the Perpetual License, Technology and fixed Professional Services fees as follows: - Ten percent (10%) on the date of this Proposal; and - Forty percent (40%) on the earlier of the Delivery Date of an Application or six (6) months from the date of this Proposal, except that this six (6) month time frame shall be extended to the extent of any Siemens-caused delay in Delivery; and - Fifty percent (50%) on the earlier of First Productive Use of an Application or twelve (12) months from the date of this Proposal, except that this twelve (12) month time frame shall be extended to the extent of any Siemens-caused delay in First Productive Use.
Siemens Support Fee:	Customer shall commence paying the Support Fees on the earlier of twelve (12) months from the date of this Proposal or: - for perpetual-licensed Applications, six (6) months after Delivery - for Custom Programming, three (3) months after Delivery - for a license increasing the maximum number permitted for a designated metric for an already-licensed Metric-Restricted Application or for additional Facilities, upon Delivery and acceptance by the Customer. Customer shall take Delivery of the Applications within six (6) months of the date of this Proposal or Delivery will be deemed to have occurred by then. The timelines above shall be extended to the extent of any Siemens-caused delay in achievement of the applicable milestone.
Term:	The duration of support for all Applications and Custom Programming, of any Other services, and of any term licenses in this Quote, will be coterminous with the Support Term under the Agreement which ends on March 31, 2017.

FL #:   400-351279

Statement of Work
RIS - syngo Workflow SLR, Upgrade (Quote Nr. 1-BI8WB8 Rev 1)

1. Introduction

1.1. Purpose of this document

RIVERSIDE COUNTY REGIONAL MEDICAL has requested that Siemens Medical Solutions provide syngo® Workflow Implementation Services of the syngo® Workflow product. This document describes the services that *syngo*® Workflow Services offers to address this request.

2. Siemens Implementation Philosophy

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

Siemens will use a corporate design approach for the implementation that consists of standard policy, practices and data structures across the enterprise, including off-site locations.

3. Siemens Work Effort

Siemens will lead the implementation of the Applications and Custom Programming. Customer and Siemens shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of System(s) upon completion of this engagement. The methodology and its tools support the Customer and Siemens Implementation team with artifacts, information and Project Workplans. Any work effort not described in this document as Siemens would be considered customer work effort. All work performed by a Siemens resource will be performed remotely unless otherwise specified.

Siemens work effort is based on Customer's current business state. If a customer is considering additional technology investments, in-house re-engineering efforts or other consulting engagements, Siemens recommends that these initiatives be finalized prior to the initiation of the planning phase so that decisions made during this phase, and moving forward, are appropriate for the Customer's desired future state. Standard implementation durations published below begin with the Project Kickoff meeting. These durations are only meant as a guideline. Siemens will work with each customer on their own duration through analysis and workplan creation in order to accommodate resource availability and scope of work. Siemens will work with the Customer to determine if utilization of the Change Order will be necessary to accommodate potential changes which may result in additional fees and duration.

3.1. Project Duration

The Project duration is based on the type of installation as described below:

3.1.1. Net new installation of current version – Seven (7) months

3.1.2. Upgrade from V26 to Current – Six (6) months

3.1.3. Upgrade from V27 to Current – Five (5) months

3.1.4. Upgrade from V28 to Current – Four (4) months, or less

3.1.5. Upgrade from V30 to Current – Three (3) months, or less

3.1.6. Upgrade from V31 to Current – Three (3) months, or less

3.1.7. Add on syngo Portal Radiologist and/or Voice will increase the project duration by one (1) month.

3.1.8. Upgrades of syngo Portal Radiologist and/or Voice will increase the project duration by two (2) weeks.

4. Scope of Services

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

4.1. Project Management

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

4.2. Project Opening and Clarification / Pre-Implementation Planning

The Siemens Project Manager will assume a consultative role and will provide the Customer with process considerations and analytical direction. The Siemens Project Manager will work with the Customer to develop project definition and to

develop a work plan to meet Customer driven outcomes. This may be done either remotely or onsite at Siemens in consultation with the Customer.

4.3. Detailed Planning/Analysis

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

For customers who are implementing a Hospital Information System which requires a lengthy duration, the project team will conduct initial analysis together with the larger project team and then will discontinue activities until the start of the syngo Workflow phase of the installation.

4.4. Installation/Adaptation

Collaborate with Customer within the design and adaptation phase regarding design and build of the software and use of model reports. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.

4.5. Testing Phase

Siemens will guide the customer during the testing phase in developing Unit Test, Integration Test and Stress/Volume testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design.

Customer will assume the responsibility of testing all adaptations and modifications of the system and must be approved by the Customer Project Manager prior to First Productive Use. If the Customer Project Manager elects not to approve prior to First Productive Use and the system is brought live, any additional fees associated to issues will be the full responsibility of the customer.

4.6. Training Phase

Within the Training phase, Siemens will play a consultative role in Training. Siemens will provide guidance and direction for the Customer in education planning, development of Super User(s) materials, and end user training. Siemens will provide one (1) on site core/super user training session.

4.7. Live/Post live phase

Within the Live/Post Live phase, Siemens will provide support and direction to the Customer for software issue resolution. Siemens anticipates that the knowledge transfer to the Customer has been facilitated during the implementation process. At First Productive Use (FPU) Siemens resources will provide support for Solution issues and in routing issues through the appropriate event tracking system. Siemens will also work with the Customer to facilitate a smooth transition to Customer Relationship Support, 3 weeks post FPU Siemens will provide one consultant on site for three (3) days of live support. If a customer would like additional support during this phase, additional professional services will be required.

5. Siemens syngo Workflow Assessment Tool Initiative

Customer agrees to participate in the syngo Workflow Assessment Tool (SWAT) initiative. This initiative is to create a Benchmark Database of customers which authorize Siemens to access their system to extract system data.

The data extracted does not include any individual patient information only aggregate data, numbers, and statistical types of information. Siemens also agrees to never identify the participating hospital or customers.

The syngo Workflow Assessment Tool (SWAT) will generate an automated assessment of Customer's current RIS implementation based on data gathered directly fromCustomer's system. In most cases, Siemens will gather data for the previous two weeks which will provide information on several points of the implemented system.

There are several objectives for this workflow assessment:
- To help Customer understand how Customer's organization is currently using the Siemens RIS solution.
- To identify areas where Customer can experience workflow improvements through an optimized configuration of Customer's current software or through an upgrade.
- To inform Customer of newer features within the syngo Workflow solution that may be of value to Customer's enterprise.

Siemens will also include peer benchmarks so Customer can see how other facilities are utilizing their systems in comparison to Customer.
Reports can be obtained upon request. In addition, Siemens may establish an automated process for distribution of these reports to participants to be generated every 6 months.

There are no costs associated to customers agreeing to participate in this initiative. Customers can be removed from this initiative at any time by submitting such request in a letter to Siemens. Information gathered prior to removal from the initiative will be considered the property of Siemens and will remain within the benchmark database.

Siemens reserves the right to discontinue this initiative at any time.

6. Interfaces

Siemens will provide services for the completion of the Interfaces identified within the Statement of Work. Siemens scope of services for those Interfaces will include the following unless otherwise noted herein. Any Interfaces not identified in this amendment will require approval and will incur additional charges.

6.1. Siemens assumes Customer will utilize Siemens interface specifications to define integration between syngo Workflow and other systems (Siemens and third party systems). Customer will manipulate third party data to send data to, and accept data from, *syngo* Workflow in the standards based format stated in the specifications. Any modifications required to other systems in order to accept the standards based format are the responsibility of the Customer.

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

7. Siemens Role/Work Effort

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

7.1.1. Project Manager

7.1.2. Implementation Consultant

7.1.3. Application Consultant

7.1.4. Integration Consultant

7.1.5. Systems Programmer

8. Customer Role/Work Effort

The Customer will assign personnel to perform the following roles during the implementation. The estimated Customer resource requirements/work effort are based on tasks defined in Siemens standard Implementation Methodology and may not reflect work effort required outside of those tasks.

Customer Resources

The customer shall provide resources to fill the following roles:

syngo Workflow	FTEs
syngo Workflow Customer Project Manager	.25
syngo Workflow Customer System Administrator	.25
syngo Workflow Customer Super User/ Report Design	.50
Total	1.0

9. Education Solutions

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

10. Modification to Services Provided

No other items or services will be provided under this amendment. Any modifications or additions to this Statement of Work will require approval and may incur additional charges. The process for incurring modifications to the Statement of Work shall be through the Project Change Control Procedure documented in the Project Charter.

Detail of Fixed Fee Professional Services and Support

Implementation and Model Interfaces

1   SWPSVMAPPSRVFF / VMware App Server PS Installation FF

The Customer will be responsible for providing a fully functional virtual server in a VMware environment meeting Siemens hardware requirements as defined in the Hardware TRS. The Siemens systems engineer will install Red Hat Enterprise Linux, configure the network, configure the server, set it up with Red Hat subscription and apply security updates at time of installation. The Customer will be required to provide the Siemens resource a way to connect to this virtualized environment remotely.

1   SWPSVMDBSRVFF / VMware DB Server PS Installation FF

The Customer will be responsible for providing a fully functional virtual server in a VMware environment meeting Siemens hardware requirements as defined in the Hardware TRS. For VB10 and higher, the Customer will be responsible for installing Windows on the Server and configuring the Network , the Siemens Engineer will install and configure MS SQL. For VA32 or lower, the Siemens systems engineer will install Red Hat Enterprise Linux and Sybase, configure the network, configure the server, set it up with Red Hat subscription and apply security updates at time of installation. The Customer will be required to provide the Siemens resource a way to connect to this virtualized environment remotely.

1   SWPSVMPORTSRVFF / VMware Portal Server PS Installation FF

The Customer will be responsible for providing a fully functional virtual server in a VMware environment meeting Siemens hardware requirements as defined in the Hardware TRS. The Customer is responsible to install Windows Operating System, IIS, ASP.NET. The Siemens systems engineer will install remaining components and the appropriate portal software applications at time of installation. The Customer will be required to provide Siemens an IP address as well as a method of connectivity to the server remotely.

1   WPSVMDBHAFF / Virtual DB Server HA Setup FF

Virtual Database Server HA Setup:

- Siemens will work with the customer to setup a second virtual Database Server utilizing the Microsoft SQL Server Always-On / SQL Server HA option.
- Customer should provide server and install operating systems in anticipation for Siemens assistance with the rest of the setup.
- Customer must provide remote access to Siemens.
- Customer must insure Disk Storage is presented to Database Server.

1   SWPSBASEIMPLUG28FF / syngo Workflow Base Upgrade FF

syngo Workflow Base Upgrade FF

Application Specific Provisions

Unless stated otherwise the implementation effort assumes all modules will be implemented concurrently to achieve First Productive Use concurrently.

syngo Workflow Management System

Siemens will provide the following implementation services:

- Stage server to integrate Hardware and software as specified in the Technology Requirements Specification. Siemens work effort includes installing base Application software in one (1) Production, Test and Training environment, completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.
- Enable network communications by completing firewall, Network Address Translation

(NAT) and required routing.
- Upgrade base software in one (1) Production, Test and Training environment. This includes re-applying existing system information, completing software checkout, and validating software is ready for Customer and Siemens project teams to begin upgrade.
- syngo Workflow shall include:
- Re-applying and validating existing database, profile and system information is available in new environment.
- Analyzing current Radiology processes and guiding Customer in leveraging new Version feature/function to improve Radiology workflow.
- Guiding Customer in setting up worklists to display patient information with outstanding work for a pre-determined area. Areas worklists could include tracking, read exam or transcription.
Siemens will share best practice information with the Customer for training additional users required for First Productive Use.

9   SWFTRAVEL / syngo Workflow Travel

Provides for travel expenses for Siemens syngo® Workflow consultants. Fee is per consultant per visit.

5   WPSDCSYS2SQLAFF / sWF Document Correction Assistance FF

syngo Workflow Document Correction Assistance Service

Updating your syngo Workflow implementation requires a database platform migration from Sybase to MS SQL Server. As part of this migration, document syntax corrections have been identified between the Sybase and MS SQL platforms. Document modifications are the responsibility of the Customer as outlined in the Siemens Implementation Methodology.

Customer agrees to have Siemens resources update the SQL syntax of existing documents to work with MS SQL Server.

This service does not include the creation of new documents or modifications in functionality of existing documents. This service only applies to identify and correct syntax errors between existing Sybase and SQL Server documents only. All services will be done remotely.

Each unit or quantity of this part number is to equal fifty (50) active documents.

Customer is responsible to testing and validating the corrected documents within the new environment prior to first productive use. Upon first productive use of the system the customer assumes all document responsibilities.

5   P_SWF_DOC_COR_FF / sWF Document Correction Offset FF

-Siemens resources to perform the Sybase SQL syntax to MS SQL syntax document correction when the Customer is upgrading syngo Workflow from a Sybase SQL platform to the MS SQL platform only.

-Each unit or quantity of this part is to equal fifty (50) active documents.

-Use of this offset part number is only valid with the sWF Document Correction Assistance part number (WPSDCSYS2SQLAFF or WPSDCSYS2SQLATM) in the identical quantity(s).

-This service does not include the creation of new documents or modifications in functionality of existing documents. Offset only to cover existing documents being corrected to move from the Sybase platform to MS SQL Server platform. All services will be done remotely.

-Customer will be responsible to test and validate the converted documents within the new environment prior to first productive use of the system. Upon first productive use of the system the customer assumes all document correction responsibilities.

-Siemens assumes no responsibility for any implementation delays or costs associated to delays due to document corrections.

1   **WPSDOCTSTASSTFF / sWF Doc. Correction Test Assistance FF**

syngo **Workflow Document Correction Testing Assistance**

- Updating your *syngo* Workflow implementation requires a database platform migration from Sybase to MS SQL Server. As part of this migration, document syntax corrections have been identified between the Sybase and MS SQL platforms. Document modifications are the responsibility of the Customer as outlined in the Siemens Implementation Methodology.

- Customer agrees to have Siemens resources assist with documents which do not generate output and/or do not initialize after being converted to the MS SQL format.

- This service does not include the creation of new documents or modifications in functionality of existing documents. This service only applies to identify and correct syntax errors between existing Sybase and SQL Server documents only.

- Customer is responsible for testing and validating the corrected documents within the new environment prior to first productive use. Upon first productive use of the system the customer assumes all document responsibilities.

- Additional hours may be required to complete assistance testing based on customer's knowledge of SQL and the number of corrected/converted documents at any specific customer site. If it is deemed necessary by the Siemens Installation Team that additional hours are required for correction testing assistance by Siemens Resources to complete document validation, the change order process will be utilized to add additional hours to the installation project. If Customer elects to not add additional hours, Customer will assume all responsibility for any additional work. The addition of hours will increase fees to the Customer.

1   **SWPSPAPLESSWFFF / syngo Workflow Paperless Workflow FF**

Leading effort to set up and complete testing of five (5) Items. During setup of these items, Siemens will provide Customer with the education, knowledge and experience to continue adding additional items that may be required for First Productive Use of thereafter.

Items consisting of Worklists/ Interactive Documents/View Documents/Monitor/User Defined Report that assist customers, to achive paperless workflow within the department.

1   **SWPSPACSDRNFF / syngo Workflow PACS driven workflow FF**

syngo Workflow PACS driven workflow FF

PACS Driven Workflow

Leading effort to perform initial set up and testing of:

PACS system to drive the reading workflow.

Include flexible launch capability and context sensitive data display.

Radiologist use of the PACS worklist to drive reading workflow
Assumes utilizing Siemens Model call-up for PACS Driven Workflow

1   **SWPSHISINTFUG28FF / INVIS Demog/ADT,OO,OSU,AOO,Rslt FF**

INVISION Demographics/ADT, Orders Outbound with Order Status Update, Add-On Orders, Results Inbound from syngo Workflow

1 SWPSSCCINTFMGFF / Soarian Com Clinical Migration FF

Soarian Common Clinicals Integration

Orders Outbound with Order Status Update, Add-On Orders Inbound from syngo Workflow – Migration of Existing Integration

1 WPS_VT_ORU_MIG_FF / Migrate V-T to Model ORU Rec Int. FF

Migration from V-T interface to model ORU Receiver Interface.

The Siemens interface analyst will perform the following:
  - Setup the interface processes and profiles.
  - Assist with the testing and analysis of the HL7 messages and coordinate break/fix
    requirements if needed.
  - Attend conference calls and status meetings.
  - Provide coverage during the live event.

Implementation and Model Interfaces Subtotal $155,580

Custom Programming

1 WPSCUSTHWFF / sWF Custom Hardware Setup Configuration

Assist with set up of HA environment for application, web, print and fax servers.

1 SWPSMPPSIFUG28FF / MPPS Migrate Interface FF

Modality Procedure Perform Step Procedure Status Outbound to syngo Workflow - Migrate Existing Interface

1 SWPSMWIFUG28FF / Modality Worklist Migrate Interface FF

Modality Worklist Outbound Patient and Procedure Query with Inbound Updates and Responses from syngo Workflow - Migrate Existing Interface

1 SWPSFPACSUIFUG28FF / syngo Wf UniDir PACS Migrate Interf. FF

syngo Worfklow Demographics/ADT, Orders, Order Status Updates Outbound to Third Party Picture and Archival System - Migrate Existing Interface

1 WPS_ORU_INT_FF / Model ORU Receiver Interface FF

Implement the model ORU Receiver Interface.

The Siemens interface analyst will perform the following:
  - Setup the interface processes and profiles.
  - Assist with the testing and analysis of the HL7 messages and coordinate break/fix
requirements if needed.
  - Attend conference calls and status meetings.
  - Provide coverage during the live event.

Implement the model ORU Receiver Interface.

The Siemens interface analyst will perform the following:
  - Setup the interface processes and profiles.
  - Assist with the testing and analysis of the HL7 messages and coordinate break/fix
    requirements if needed.
  - Attend conference calls and status meetings.

- Provide coverage during the live event.

1   WPS_ORU_INT_MS / Model ORU Receiver Interface MS

Monthly support for model ORU interface.

1   SWPSCUSTOMIFUG28FF / Custom Interface FF

Migrate custom interface resender utility.

Custom Programming Subtotal		**$29,868**	**$197**

Migrations and Conversions

No Migrations and Conversions contained in this Statement of Work

Education and Training

1   SWPSUPGREVIEWFF / syngo Workflow Upgrade Review FF $2,736

syngo Workflow resources to provide a high level review to the Customer's installation team of newer functionality between the Customer's existing version and the newer version to be installed .

This review is not intended to replace any Siemen's Customer Education class offering or to be used as end user training.

1   SWSYSADMINCLASSVC / sWF Systems Admin 4 hour Virtual course $1,050

syngo Workflow Basic System Admin Course - Virtual Class

syngo® Workflow Basic Systems Administration Course

This 4-hour virtual instructor-led course will provide the learner with the key information needed to administer the syngo® Workflow Radiology system.

During the session the learner will gain an overview of *syngo®* Workflow:
- Configuration:
  - File System
  - System Configuration (CFG) files
- System Environments (PRD, TST, TRN, SYS)
- CRON Tab and Starting and Stopping the application
- Monitoring:
- System Backup
- Backend Processes
- Log Files
- Application Server Error Messages (ERR)
- System Performance
- Printing
- Faxing
- Interfaces
- Dayend Processing

- Troubleshooting:

Who should attend? *syngo* Workflow Administrators. The discussion will be applicable to users who have command line access to the *syngo* Workflow application and database servers, and are responsible for day-to-day monitoring of *syngo* Workflow. The class assumes that the attendee has Linux Command Line experience, can navigate within the Linux File Systems, understands basic Linux commands, and has a working knowledge of the 'vi' editor.

The course is split over two days. The first day is 3 hours, followed by hands-on homework and one-hour review on the next day.

This virtual course supports up to 4 participants from the same customer organization from any location.

This educational offering must be completed eighteen (18) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

Education and Training Subtotal	$3,786	
Fixed Fee Professional Services and Support Total	$189,234	$197

Technology Requirements Specifications
RIS - syngo Workflow SLR, Upgrade (Quote Nr. 1-BI8WB8 Rev 1)

(Template Revision 4/30/2015)

Customer: RIVERSIDE COUNTY REGIONAL MEDICAL
Date: 5/15/15
Reference #:   1-BI8WAI

SIEMENS Application	Release
syngo Workflow RIS	VB20A

Customer Application Load Statistics	Value or Answer
Total number of Concurrent Users (the maximum number of Radiology, Mammography, Scheduling and Browser Users who could be logged in and using the system at the same time, including users who will be accessing Radiology from an integrated PACS workstation, etc.):	50
Total number of modality devices that will utilize DICOM Work Listing and/or Modality Performed Procedure Step directly from the RIS. (Devices such as CT Scanners, MRI Scanners, etc.):	45
How many PACS or PACS Brokers will the RIS be interfaced to? (i.e., HL7 interface):	1
Maximum number of Concurrent Users that will be using syngo Portal Radiologist:	0
Total number of scanned pages per year if using the Document Scanning functionality (assumes an average of 58 KB per document):	150,000
Number of Radiology/Mammography Exams performed Per Year:	160,000
Number of "Scheduled Exams" Per Year:	125,000
Number of years retention for patient exams, results reports and scanned documents:	10
Number of faxes per day:	350

NOTE: The Standard Siemens configurations listed in this Technical Requirements Specification provides for historical retention (patient exams, results reports and scanned documents) up to 7 years. Historical data is not automatically removed from the system unless directed by the Customer. The system supports unlimited retention of historical information provided storage space is available. Customers shall work with their Siemens representative when additional storage space is needed.

Minimum Equipment and Third Party Software Requirements:

Siemens Support Access
- A minimum 256k high speed VPN connection is required for Siemens Support access for all syngo Workflow servers, with IP based remote server management with root access (Enterprise Management Card/Port with Remote Console and Virtual Media; or Global IP KVM switch with Virtual Media, or VMware Client Console).
- Connection to SRS will be required.

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

Main Client Workstation
Required Equipment:
- Workstation with Intel Core or Xeon CPU
- 4GB of available disk space
- 4GB RAM
- 1 available USB Port (For External voice reporting system for support of Mic on the system)
- 10/100/1000 MB Network Interface Card
- 17" SVGA Monitor or higher
- Minimum display resolution: 1280x1024
- Font Setting: Small (96dpi) or Large (120dpi)
- Keyboard and Mouse
- A secure broadband connection required for customers who will utilize remote transcription
Required Third Party Software:
- Windows 7 Professional/Ultimate/Enterprise (32-bit or 64-bit); Windows 7 64-bit is recommended
- Microsoft Internet Explorer 8.0, 9.0 or 10.0

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- Microsoft Silverlight 5.0 desktop plug-in
- A VT emulation package - Required for PCs that will use Non-GUI functionality. Must include VT220 and key map support
- Word 2007 or Word 2007 Viewer or Word 2010- Required for all workstations where transcription, document building, electronic signature or access to the word processing editor is required
- Microsoft Windows Server Client Access Licensing

Application Server
Required Equipment:
- (4) Xeon Processor Cores
- 8 GB RAM
- RAID Controller with write cache
- (4) 72GB 15,000 RPM SAS Hard Drives in 2x RAID1 sets
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports
Recommended Resources when using VMware Virtual Guest:
- (1) 2-Core vCPU
- 8GB of vRAM
- (2) 72GB Datastores
- DVD-ROM
- (1) VMXNET3 Network Adapter
Required Third Party Software:
- Red Hat Enterprise Linux Premium 5.8 (32-bit) or 6.4 (32-bit)
- Easysoft ODBC Driver v1.7.11 for RHEL
- Siemens MessageQ built on BEA Version 5.0-RP41
- VIKING Version 3.80 Screen Manager Software
  Note: Customer responsible for hardware or 3rd party software unless included in this contract/amendment. Additional 3rd party licensees are required to support High Availability (HA) on physical hardware and may be required for virtual hardware.

Database Server – Large (for Customers up to 750K PPY)
- Disk sizing below is based on 7-years of regular use at the system size and statistics given above. If the customer would like to increase disk sizing for 7 additional years they can double stated capacities below.
- High Availability implementations require using 2 servers with Windows Enterprise Edition and Shared SAN Storage.
Required Equipment:
- (4) Xeon Processor Cores
- 32 GB RAM
- RAID Controller with write cache
- (14) 146GB 15,000 RPM SAS Hard Drives in 7x RAID1 sets, plus (2) 300GB SAS Hard Drives in 1x RAID1 set
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports
Recommended Resources when using VMware Virtual Guest:
- (1) 2-Core vCPU
- 32GB of vRAM
- (7) 146GB Datastores, plus (1) 300GB Datastore
- DVD-ROM
- (1) VMXNET3 Network Adapter
Required Third Party Software:
- Microsoft Windows 2008 R2 Server Standard Edition 64-bit with Service Pack 1
- Microsoft SQL Server 2012 Enterprise Edition Licensing per Core
Note: Customer responsible for hardware or 3rd party software unless included in this contract/amendment. Additional 3rd party licensees are required to support High Availability (HA) on physical hardware and may be required for virtual hardware.

Web Application Server
- A minimum of (1) Web Application Server is required for use with syngo Workflow to support the desktop users and Portal Radiologist. Each individual Web Application Server will support up to 150 desktop users and up to 50 concurrent Portal Radiologist users, or up to 200 desktop users when Portal Radiologist will not be utilized.
Required Equipment:
- (4) Xeon Processor Cores
- 8 GB RAM
- RAID Controller with write cache
- (4) 72GB 15,000 RPM Internal SAS Hard Drives in 2x RAID1 sets
- DVD-ROM drive
- (2) 10/100/1000 MB network interface NIC ports
Recommended Resources when using VMware Virtual Guest:
- (1) 2-Core vCPU
- 8GB of vRAM
- (2) 72GB Datastores
- DVD-ROM
- (1) VMXNET3 Network Adapter

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Required Third Party Software:
* Microsoft Windows 2008 R2 Server Standard Edition 64-bit with Service Pack 1 or Microsoft Windows 2012 R2 Standard Edition
* Microsoft .NET Framework 4.5

Note: Customer responsible for hardware or 3rd party software unless included in this contract/amendment. Additional 3rd party licensees are required to support High Availability (HA) on physical hardware and may be required for virtual hardware.

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

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

Recommended Resources when using VMware Virtual Guest:
* (1) 1-Core vCPU
* 4GB of vRAM
* (1) 72GB Datastore
* DVD-ROM
* (1) VMXNET3 Network Adapter

Required Third Party Software:
* Microsoft Windows 2008 R2 Server Standard Edition 64-bit with Service Pack 1
* Microsoft Word 2007 or Word 2010
* Printer Drivers as required by printer manufacturer

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

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

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

Note: VP9805 ePAD-ink LCD device with Word integration software, from Interlink Electronics is still supported in VB20 under the Classic Client functionality only. Recommendation is to plan to replace all ePAD devices with Pen or Tablet devices.

Printer Requirements:
* Network-enabled (Connectivity may be established via an embedded network interface card or via an external box)
* Supports the LPD protocol over TCP/IP
* Has a Microsoft Windows print driver that is compatible with the Windows operating system being used on the print formatter
* For printing barcodes, the printer must support the 3-of-9 barcode format.
* For label printing, some of the commonly used printers include Dymo LabelWriter DUO, Dymo LabelWriter 400 and Zebra S600

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

Note: Intermec "Intelligent" barcode readers 9440 and 9512 are not supported

AMENDMENT #25

This Amendment is made effective as of the _____ day of _____, 2015 between **Cerner Health Services, Inc.,** having an office located at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 ("Cerner"), and **Riverside County on behalf of Riverside Regional Medical Center,** located at 26520 Cactus Avenue, Moreno Valley, California 92555 ("Client").

Client and Siemens Medical Solutions USA, Inc. ("Siemens") were parties to that certain Agreement, dated as of September 28, 2004 , as amended (the "Agreement"). In connection with Cerner Corporation's acquisition of the Health Services business of Siemens effective February 2, 2015, Siemens has assigned the Agreement to Cerner. The prior amendments to the Agreement consist of the following, together with purchases added to the Agreement from time to time through Professional Services Requests (PSRs): Amendment #1 - March 8, 2005, Amendment #2 - September 26, 2007, Amendment #3 - September 30, 2008, Amendment #4 - October 6, 2008, Amendment #5 - December 22, 2008, Amendment #6 - February 9, 2009, Amendment #7 - December 22, 2009, Amendment #8 - January 11, 2011, Amendment #9 - March 24, 2011, Amendment #10 - March 24, 2011, Amendment #11 - December 21, 2011, Amendment #12 - March 28, 2012, Amendment #13 - April 16, 2012, Amendment #14 - May 15, 2012, Amendment #15- October 18, 2012, Amendment #16 - January 22, 2013, Amendment #17 - March 20, 2013, Amendment #18 - September 30, 2013, Amendment #19 - October 24, 2013, Amendment #20 - February 11, 2014, Amendment #21 – March 26, 2014, Amendment # 22 – July 15, 2014, Amendment # 23 – July 31, 2014, and Amendment #24 – April 14, 2015.

The *syngo* line of Applications licensed under the Agreement and associated equipment, Third Party Software, and/or other technology that was supplied by Siemens and/or its authorized suppliers under the Agreement and that is used by or on behalf of Client exclusively with the *syngo* line of solutions (and not with the Health Services solutions) (collectively, "Syngo Items") were not part of the acquisition referenced above, and the Syngo Items that were owned by Siemens immediately prior to the acquisition remain owned by Siemens.

Siemens and Client have entered into a Syngo Agreement, which has established a separate, new, bilateral agreement between Siemens and Client with respect to the Syngo Items (the effective date of such agreement is referred to herein as the "Syngo Effective Date").

Consistent with the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Cerner now agree to amend the Agreement as follows:

1. SYNGO ITEMS NO LONGER GOVERNED BY THE AGREEMENT. As of the Syngo Effective Date, all Syngo Items shall no longer be governed by the Agreement and all rights and obligations of either and/or both parties with respect to any Syngo Item(s) under the Agreement are hereby terminated, aside from the obligation of Client to pay fees for the period preceding the Syngo Effective Date. Accordingly, on or after the Syngo Effective Date, Cerner shall have no further obligation to provide any support or other services or any other obligations relating to the Syngo Items. Further, Cerner's liability for any claims under the Agreement on or after the Syngo Effective Date shall be calculated as though those Syngo Items had not been contracted under the Agreement. Client shall not be obligated to pay fees under the Agreement with respect to the Syngo Items for the period commencing on the Syngo Effective Date. Nevertheless, even though the WAN that is governed by the Agreement may be used, in part, for support and ASP services for the Syngo Items (per a separate understanding between Siemens and Cerner), nothing in this Amendment shall affect that WAN, that WAN shall continue to be governed by the Agreement, and Client shall continue to pay the fees under the Agreement relating to that WAN.

2. GENERAL. This Amendment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. No provisions of any Client purchase order shall apply. As amended, the Agreement shall remain in full force and effect. This document has been negotiated equally by both parties and shall not be construed against one party or the other on the basis that it was drafted by one or the other. Each person signing below certifies that he or she is authorized to bind his or her respective party to all terms of this Amendment.

To show their agreement to these terms, and intending to be legally bound, Cerner and Client hereby execute this Amendment as of the date first written above.

Cerner Health Services, Inc.

By: _(signature)_

Farvell Sanders, COO
Print name and title

Date: 6-25-15

Riverside County on behalf of
Riverside Regional Medical Center

By: _(signature)_

Teresa P. Summers
Assistant Director, Purchasing and Fleet Services
Print name and title

Date: 6/26/16

FORM APPROVED COUNTY COUNSEL

BY: _(signature)_ ANITA C. WILLIS   7-9-15
                                          DATE

SYNGO AGREEMENT

This Syngo Agreement is effective as of February 2, 2015 ("**Effective Date**" or "**Closing**") between Siemens Medical Solutions USA, Inc., having an office located at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 ("**Siemens**"), and Riverside County on behalf of Riverside Regional Medical Center, located at 26520 Cactus Avenue, Moreno Valley, CA 92555 ("**Client**" or "**Customer**").

WHEREAS, Customer is a party to that certain agreement, dated January 11, 2011, as previously amended, with Cerner Health Services, Inc. ("**Cerner**"), which was duly transferred in full from Siemens effective on Closing in connection with the divestiture of Siemens' Health Services business ("**HS Business**") to Cerner and its affiliates (the "**Shared Contract**");

WHEREAS, the Shared Contract covers, in part, Siemens' *syngo* line of solutions (*e.g.*, *syngo* Workflow™, *syngo* Dynamics™, *syngo*.Plaza®, *syngo* Imaging®, *syngo* ISA™, and *syngo*.via®) and/or associated equipment, interface, product, and service offerings (the "**Syngo Business**"; and the Syngo Business items purchased by Customer and covered by the Shared Contract are hereby referred to as the "**Syngo Items**");

WHEREAS, the Syngo Business remains Siemens-owned and was not part of the above-referenced divestiture; and

WHEREAS, concurrently with the execution of this Syngo Agreement, Customer and Cerner have entered into an amendment to the Shared Contract with an effective date that is the same as the Effective Date under this Syngo Agreement (the "**Cerner Syngo Termination**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Siemens and Customer hereby mutually agree to establish a new agreement between them that governs the Syngo Business, as follows:

1. NEW SYNGO AGREEMENT.

1.1 <u>Use of Existing Provisions</u>. All Existing Syngo Provisions, as expressly modified or replaced hereunder, are hereby incorporated by this reference into this Syngo Agreement. "**Existing Syngo Provisions**" means all terms and conditions that are part of the Shared Contract as of Closing (including, without limitation, those contained in any attachment, addendum, supplement, or Business Associate Agreement/Addendum ("**BAA**") duly incorporated in such Shared Contract) and that apply to any Syngo Item(s) and/or any other aspect(s) of the Syngo Business. If any provision(s) of the Shared Contract apply to both the HS Business and Syngo Business as of Closing, they shall be deemed and treated as Existing Syngo Provisions to the extent they apply to the Syngo Business (and not to the extent they apply to the HS Business). In addition, if Siemens and Customer had entered, or now chose to enter, into any stand-alone BAA that applies, in whole or part, to the Syngo Business under the Shared Contract as of Closing, that stand-alone BAA shall be deemed and treated as part of the Shared Contract. Alternatively, the parties may choose to execute a new BAA and, if so, that BAA will apply to this Syngo Agreement in place of the one contained in the Shared Contract.

1.2 Effect of Assigment . Unless otherwise expressly set forth in this Syngo Agreement, Customer agrees that, as a result of the above-referenced assignment of the Master Agreement, effective as of the Closing Date: (ii) Cerner, and not Siemens, assumed responsibility for providing all services and support for all applications under the Master Agreement other than the Syngo Items and all other aspects of the Syngo Business and Cerner, and not Siemens, assumed the right to receive all fees under the Master Agreement for all applications and services other than for the Syngo Items and all other aspects of the Syngo Business.

1.3 <u>Other</u>. Customer represents to Siemens that it has executed the Cerner Syngo Termination as of the Effective Date of this Syngo Agreement with the effect of terminating all rights and obligations with respect to the Syngo Items and all other aspects of the Syngo Business under the Shared Contract. Effective as of the Effective Date, Customer hereby releases Siemens from all obligations under the Shared Contract and agrees that this Syngo Agreement shall govern all future aspects of the Syngo Business between Customer and Siemens.

2. INTERPRETATION.

2.1 <u>Fees</u>. As of the Effective Date, the current and future amounts payable by Customer under the Syngo Agreement shall be the same as those in effect immediately prior to the Effective Date under the Shared Contract. If and to the extent Customer has paid as of the Effective Date amounts due under the Shared Contract, those same amounts for the same corresponding scope shall not be double-charged to Customer and will not be payable again hereunder. For example, if Customer has, as of the Effective Date, paid a monthly Recurring Fee for the month of February, 2015 for support for a certain Syngo Item under the Shared Contract, that same February, 2015 fee shall not be payable hereunder; however, the March 2015 monthly Recurring Fee for support for that same item shall be

payable hereunder if not paid under the Shared Contract as of the Effective Date. If and to the extent Customer owes any amounts for any Syngo Items under the Shared Contract as of the Effective Date, those amounts shall remain due and payable to Siemens.

2.2 Dates. Any and all Delivery Dates, Proposal dates, Quote dates, deadlines for completion of acceptance testing, deadlines for rejection of Syngo Items, dates of First Productive Use, and/or other dates pertinent to any Syngo Items that were established prior to the Effective Date under the Shared Contract shall not be re-set or otherwise adjusted based on the Effective Date of this Syngo Agreement, and shall remain as they were immediately prior to the Effective Date under the Shared Contract. Accordingly, for example, there may be an acceptance deadline or Delivery Date that precedes the Effective Date of this Syngo Agreement. Those Syngo Items that have been accepted under the Shared Contract as of immediately prior to the Effective Date shall continue to be deemed and treated as accepted hereunder.

2.3 Other. Each definition and other provision in the Syngo Agreement shall be interpreted to be consistent with the provisions in this document. For example, if a definition in the Syngo Agreement generically references all "Applications", it shall be interpreted to mean only those Syngo Items that are Applications (and shall not be interpreted to include any HS Business items covered by the Shared Contract). The provisions in this document (Sections 1-7) govern in the event of any conflict with any Existing Syngo Provisions. Capitalized terms not defined in the Syngo Agreement shall have the common meaning ascribed to them by Siemens in operating the Syngo Business.

3. TERM. The term of this Syngo Agreement begins on the Effective Date and ends automatically upon the expiration of the last to expire term for any Syngo Item, unless duly terminated earlier. The term (e.g., support, hosting, subscription, or license) for each Syngo Item shall end on March 31, 2017 ("Services Term") and such term shall no longer be tied to the term of any HS Business item under the Shared Contract. Additionally, the Services Term will not be subject to any extension or renewal provisions.

4. SUPPORT PROGRAM. Attachment A (incorporated herein by this reference) shall be the exclusive support service and warranty obligations of Siemens under the Syngo Agreement and all Existing Syngo Provisions covering the same subject matter shall not be incorporated in or otherwise apply to the Syngo Agreement.

5. CAP ON LIABILITY. The applicable cap on Siemens' liability for any and all claims under the Syngo Agreement and/or the Shared Contract shall be as follows: "The remedy for Siemens' breach of any provision of this Syngo Agreement will be repair, re-performance or replacement by Siemens. In the event that such breach cannot be remedied by repair, re-performance or replacement by Siemens, or where a repair, re-performance or replacement remedy is not applicable, Siemens shall be liable only for direct damages, in the aggregate, for all claims in connection herewith, up to the greater of (i) the sum of any perpetual license fees paid by Customer to Siemens hereunder or under the Shared Contract for Syngo Items plus any Recurring Fees paid by Customer to Siemens hereunder or under the Shared Contract for Syngo Items during the twelve (12) months preceding the initial breach, or (ii) $250,000." For clarification, those Existing Syngo Provisions that establish a specific Siemens cap on liability (if any) shall not be incorporated in or otherwise apply to this Syngo Agreement. However, any and all Existing Syngo Provisions that are consistent with the foregoing liability cap (such as, for example, a disclaimer of consequential damages and other provisions limiting the remedies available for breach) are hereby incorporated as part of this Syngo Agreement.

6. CONFIDENTIALITY. Notwithstanding anything else, all confidential information concerning the Syngo Business shall be deemed and treated as confidential information of Siemens and protected as such under the confidentiality provisions of the Syngo Agreement, irrespective of whether such information was disclosed before the Effective Date (when the Shared Contract was the operative agreement concerning the Syngo Business) or after the Effective Date.

7. GENERAL. This Syngo Agreement (which consists of this document, the Existing Syngo Provisions (as amended herein), and the attached Attachment A) states the entire contract of the parties and supersedes all other prior or contemporaneous representations, agreements, understandings, or commitments, whether written or oral, between them relating to the subject matter herein. This Syngo Agreement may be executed in counterparts and each such counterpart, when so executed and delivered, shall be deemed to be an original and all such counterparts taken together shall constitute but one and the same instrument. Electronically scanned or facsimile signatures will have the same effect as original manual signatures.

IN WITNESS WHEREOF, and intending to be legally bound, Siemens and Customer have executed this Syngo Agreement as of the Effective Date.

SIEMENS MEDICAL SOLUTIONS USA, INC.

By:_____

Name: _____
      (Type or Print)

Thomas Schroeder

VP-SYNGO

Title: _____
      (Type or Print)

RIVERSIDE COUNTY

By: _____

Name: Marion Ashley

Title: Chairman of the Board of Supervisors

RIVERSIDE COUNTY PURCHASING

By: _____
Assistant Director Purchasing and Fleet Services
Name: Lisa Boerner
Title: Purchasing Manager

ATTEST:
KECIA HARPER-IHEM, Clerk
By _____
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: _____ 7-9-15
ANITA C. WILLIS   DATE

ATTACHMENT A
Syngo Support Program

With respect to each applicable Syngo Item, the provisions of this Attachment A shall apply during the corresponding support term only.

1. Siemens shall correct any failure of the Applications to perform substantially in accordance with their respective Documentation, or any failure of supported items of Custom Programming to perform substantially in accordance with their respective Specifications. Customer may access the Siemens Customer Care Center ("CCC") through either Siemens' LifeNet™ Internet-enabled electronic issue management system or, for urgent issues, by telephone 24 hours per day, 7 days per week to report such failures. Customer shall provide Siemens and its suppliers with both on-site and remote access to the System. At all times during any applicable term covering any Customer purchased hosting and/or support services for the Applications licensed hereunder, Siemens will make available to Customer Siemens' then-standard Siemens connectivity solution(s) to facilitate Siemens ability to provide such services ("Siemens Connectivity"), which may include, without limitation and at Siemens' discretion, a Wide Area Network ("WAN") and/or a Siemens Remote Services ("SRS") connection (via a Peer-to-Peer VPN IPsec tunnel (non-client based). If and to the extent Customer is then-utilizing and -timely paying Cerner for a WAN to facilitate Cerner providing Customer support and/or hosting services for Siemens' former Health Services applications under the Shared Contract, then Siemens shall not charge Customer for such Siemens Connectivity under the terms of the Syngo Agreement, provided that, Customer's utilization of such Siemens Connectivity is not materially greater or different from such utilization as of Closing. At all other times and circumstances, Customer shall pay Siemens' then-current rates for the Siemens Connectivity. Customer will, in a timely manner, (a) be responsible for other networks and technology required to operate the System(s) throughout the Facilities, (b) provide Siemens with adequate Facility access to provide the Siemens Connectivity, (c) follow all associated instructions reasonably specified by Siemens, and (d) otherwise cooperate with Siemens in providing the Siemens Connectivity. Subject to the foregoing, Customer shall be responsible for all telecommunication services and remote programming support connections charges. Siemens shall initiate work on urgent issues within one hour of Customer's request for assistance to the CCC. Urgent issues are issues involving substantial Application failure or issues, which, in Customer's reasonable judgment, are critical to Customer's overall operation. For other issues and for issue acknowledgement guidelines, Severity Level and Response Time Guidelines are available through the following link www.usa.siemens.com/imagingSW. After Customer reports an issue to the CCC, Customer shall perform any remedial actions specified by the CCC, including, without limitation, installing Updates, Releases or new Versions. Customer shall also be responsible for updating and, upon resolution, closing all support issues electronically through Siemens' LifeNet system.

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

3. Siemens shall provide periodic Updates and Releases to the Applications for which Customer is paying support fees and Documentation of these items at no additional license fee. If Siemens announces a new Version, Customer will receive the Version together with its Documentation at no additional license fee. For those items of Custom Programming for which Customer is paying support fees, Siemens will upgrade the Custom Programming to maintain compatibility with the new Version at no additional fee. Customer shall be responsible for providing to Siemens Custom Programming specification revisions, if required, or to notify Siemens of any modifications to Customer's third party applications or systems that may adversely affect supported Custom Programming. At Customer's request, Siemens will upgrade items of Custom Programming to account for revisions or modifications to third party applications or systems at Siemens' then-current rates. Customer shall implement Updates within sixty (60) calendar days, Releases within six (6) months and Versions within eighteen (18) months after the item's General Availability Date unless Siemens announces or agrees to extensions to these implementation time frames. New features, enhancements to functionality and/or regulatory changes will not be retrofitted to down-level Releases or Versions. Siemens has no obligation to support down-level Updates, Releases or Versions and, if Siemens does provide such support, Customer shall pay Siemens at Siemens then-current rate for out of warranty support in addition to Customer's Monthly Support Fee. Customer shall be responsible for maintaining all necessary back-ups, recovery and required System operating procedures as specified in the Documentation for all the Applications.

4. At Customer's expense, Customer shall obtain all additional hardware, the level of Third Party Software designated by Siemens, and any professional services required to implement Updates, Releases, Versions, Custom Programming, or optional net new functionality. Customer shall obtain support or maintenance for all Technology from the respective supplier or support provider or from Siemens, if available, and shall be responsible for any additional hardware or professional services required by Third Party Software suppliers. Customer shall pay any fee

increases imposed by Siemens' suppliers, such as fees relating to any Third Party Software products or third party Licensed Content embedded in, or provided with, any Deliverables or services. Siemens shall invoice any such increases at such time as other annual/monthly fee increases occur under this Syngo Agreement. Customer should contact Siemens prior to installing Third Party Software fix packs and service packs. Customer is responsible for obtaining power surge protection and uninterruptible power for all Hardware.

5. Siemens agrees to make available to Customer programming changes to the Applications that are technically feasible in response to generally applicable state-mandated changes and generally applicable federally-mandated regulatory changes, including programming changes made in response to the Health Insurance Portability and Accountability Act, as amended ("HIPAA"). Notwithstanding anything else, Siemens reserves the right to charge Customer for any and all such changes at Siemens' then-current rates based on the nature and extent of the changes and is not obligated to develop or make such changes available to Customer until Customer confirms its agreement to pay for the same. Customer is responsible for any additional Technology (whether new or upgraded), any professional services and any third party fee increases required in response to federal and state regulatory changes.

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

7. As an added benefit, in connection with Hardware that Customer purchased from Siemens (if any), Siemens will, during the Hardware warranty term (if any), assist Customer by triaging issues and coordinating with OEM Hardware suppliers on issues that indicate failures of such Hardware. If this Syngo Agreement specifies associated support operating hours for the Application that is associated with such Hardware, this benefit will follow the same operating hours, and outside of such operating hours, Customer may be able to contact the OEM Hardware supplier directly to receive support per the contract between Customer and the OEM Hardware supplier (which may be subject to additional charge by the applicable supplier).

8. At the conclusion of the term of support (defined in the applicable Quote or elsewhere in the Syngo Agreement), that term will automatically renew for successive two (2) year periods at Siemens' then-current rates unless one party sends notice of non-renewal to the other at least eighteen (18) months prior to the end of the then-current term of support. In the case of term-licensed Applications, the term of its license will also be automatically renewed by the same period at the time of any automatic renewal in the term of its support.