



Commonwealth of Virginia
Virginia Information Technologies Agency

GRCS PROJECT INFORMATION TECHNOLOGY SOLUTION CONTRACT

Date: August 18, 2014

Contract #: VA-121107-SMSU

Authorized Users: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355

Contact: Roberta (Bobbi) Griffith
1017 Antioch Woods Lane
Matthews, NC
Phone: 412-848-9499
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FIN: 22-2417778

Term: November 7, 2012 – November 6, 2017

Payment: Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Mike Novak
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E-Mail: mike.novak@vita.virginia.gov

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase products or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita2.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

**MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-121107-SMSU
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-121107-SMSU.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Authorized Users" in Section 2 Subsection F on Contract Page 2.
"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicy.org/our-Colleges/Profiles.aspX>
2. Add to the definition of "SOFTWARE LICENSE" in Section 4 on Contract Page 9.
"If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution, the license shall be held by that private institution."
3. Add to the definition of "RIGHTS TO WORK PRODUCT" in Section 5 on Contract Page 13.
"If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that institution."
4. Add to the definition of "Software and Deliverable Acceptance Criteria" in Section 11 Subsection A on Contract Page 17.
"If the authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
5. Add to the definition of "Indemnification" in Section 18 Subsection A on Contract Pages 26-27.
"In the event of settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."

6. Add to the definition of "Dispute Resolution" in Section 23 Subsection E on Contract Page 30.
"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-121107-SMSU by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

NAME OF SUPPLIER

BY: 

NAME: Sean Friel
Vice President

TITLE: IT National Sales

DATE: 8/10/14



Michael Stern
Sr. Director, Controller

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Doug C. Venable

TITLE: UTA Secretary

DATE: 8/14/14



Electronic Health Records Information Technology Solution Contract

between

The Virginia Information Technologies Agency
on behalf of
The Commonwealth of Virginia

and

Siemens Medical Solutions USA, Inc.
(Supplier)

ELECTRONIC HEALTH RECORDS INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS ELECTRONIC HEALTH RECORDS INFORMATION TECHNOLOGY SOLUTION CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Siemens Medical Solutions USA, Inc. ("Siemens" or Supplier), a corporation headquartered at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355, to be effective as of November 7, 2012 (Effective Date).

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide and implement for Authorized Users a solution for Electronic Health Records Solution, and to provide various Services to the Authorized Users, which may include the provision of Licensed Services, including access to the Applications(s), and any related products and services to the Authorized Users and to any Application Users as required by such Authorized Users for hosting the accepted Solution.

2. DEFINITIONS

A. Acceptance

Written acknowledgement by an Authorized User that a milestone, task, date, event or other requirement in a Statement of Work has occurred or been completed materially in accordance with its Requirement. The SOW template attached as Exhibit D includes sample Acceptance criteria for Software, Services, Support and Licensed Services that may be used in SOWs and other provisions that should be addressed in each individual SOW.

B. Adaptation

The configuration of Applications through user-controlled features provided by Supplier (e.g., creation, deletion, and alteration of forms, screens, reports and profiles).

C. Agent

Any third party independent agent of any Authorized User.

D. Application

Software listed in Exhibit B that is selected by an Authorized User for license in a SOW, and which is also hosted and supported by Supplier pursuant to the Licensed Service provisions in Exhibit 1.

E. Application Users

Application Users shall include, as specified in the applicable order, employees of an Authorized User, independent contractors engaged by an Authorized User, or entities contracting with an Authorized User for services, as well as customers, suppliers, and other entities with whom an Authorized User may find it necessary or desirable to process or communicate electronically in pursuit of its business.

F. Authorized Users

Any of the following that enter into an Order with Supplier to license Software and purchase Services or Licensed Services: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

G. Availability Percentage

Defined in the formula at Exhibit 1, Section 9.1.

H. Basetime

The total hours in each calendar month, less all hours when the Soarian ASP Application is unavailable to Authorized User's end users due to Planned Maintenance during that calendar month.

I. Business Day/Hour

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable Statement of Work, excluding Commonwealth-designated holidays.

J. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

K. Confidential Information.

Any confidential or proprietary information of a Party or an Application User that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or Statement of Work issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party, or (iv) is identifiable or should be reasonably considered as protected health information.

L. Content

Any data, including the selection, arrangement and organization of such data, entered, uploaded to the Application, or otherwise provided to Supplier by Authorized User or by any Application User.

M. Custom Programming means interfaces to non-Supplier software or systems, file conversions, and other programming made by Supplier at an Authorized User's request.

N. Deliverable

Software, Documentation, Licensed Content, and other items provided by Supplier as identified in the applicable Statement of Work.

O. Delivery or Delivery Date

With respect to (a) an Application or an item of Custom Programming, the date on which that item is available to an Authorized User for testing or Adaptation; (b) Hardware and Third Party Software installed by a manufacturer, the date on which that manufacturer certifies to the Authorized user that such item is installed and operational according to manufacturer's procedures in effect on the date of installation; and (c) all other Hardware, Third Party Software, Authorized User--installable Applications and Documentation, the date on which that item is physically delivered to an Authorized User.

P. Documentation

Those materials distributed to Supplier's customers generally that provide detailed descriptions of the functionality and related processes for Software and the Licensed Services, in printed and/or electronic form. Documentation also includes user training materials.

Q. Downtime

The total hours in each calendar month during which the Soarian ASP Application is not available to Authorized User due to a failure of the Application and all ASP and WAN infrastructure components. Downtime due to, associated with, or caused by, any of the following are specifically excluded from, and will not be considered, in calculating Availability: (a) Authorized User's misuse, abuse, negligence, or operator error; (b) any causes beyond the reasonable control of Supplier including payer outages for EDI transactions; (c) any failures or malfunction associated with any hardware, software or network components managed and controlled by Authorized User; or (d) damage caused by software or equipment, other than the Applications or Hardware, not due to Supplier' negligent acts or omissions. Downtime commences when Authorized User notifies the Supplier service center that the System is inoperable according to the stated criteria. Downtime ends when the cause of failure is corrected and the System is restored to normal operation.

R. Electronic Self-Help

Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order placed hereunder.

S. Facility and Facilities

Respectively mean, individually and collectively, those health care entities listed in a SOW.

T. First Productive Use

The date on which live data is first processed through an Application and used in an Authorized User's business operations.

U. General Availability Date

The first date that Supplier has designated for beginning Delivery of a new Application, service or other item to licensed customers generally.

V. Hardware

Servers, storage, and other physical assets, developed by parties other than Supplier, regardless of whether the Authorized User purchases from Supplier or from another distribution channel.

W. HCC

The Healthcare Computing Center(s) designated by Supplier.

X. Health Record

Any written, printed or electronically recorded material maintained by a health care entity in the course of providing health services to an individual concerning the individual and the services provided. "Health record" also includes the substance of any communication made by an individual to a health care entity in confidence during or in connection with the provision of health services or information otherwise acquired by the health care entity about an individual in confidence and in connection with the provision of health services to the individual.

Y. Licensed Content

Information or templates that Supplier has embedded into the Software, or that Supplier licenses or resells to its customers in electronic media for use in or with the Software, such as order entry starter sets, workflows, nursing assessment pathways, bill form templates, or CPT codes.

Z. Licensed Services

The operation of the Application and the necessary operating system software, hardware and utilities on Supplier's host computer system; furnishing Supplier product to Application Users; storing

Content; and making the Application, Content, and Supplier Product available to Application User(s) via the Web Site, as more fully described in Exhibit A.

AA. Open Source Software or OSS

Third Party Software for which the copyright holder has elected to make the source code available.

BB. Order

Has the same meaning as “Statement of Work” or “SOW”. The terms are interchangeable. Order is also sometimes displayed in the lower-case, i.e., “order”.

CC. Party

Supplier, VITA, or any Authorized User that executes a SOW.

DD. Planned Maintenance

A specified number of hours that include a pre-established monthly maintenance window schedule and any hours associated with major Release or Version upgrades. With the exception of regulatory updates, Supplier shall publish a pre-established monthly maintenance window schedule at the beginning of each calendar year. With the exception of service packs, major Release and Version upgrades, Downtime associated with Planned Maintenance shall not exceed three (3) hours per month. In addition, Supplier shall provide Authorized User with at least ninety (90) days advance notice of major Release and Version upgrades.

EE. Pre-existing Works

Patents, copyrights, trade secrets and any other intellectual property rights or proprietary rights that were developed or otherwise obtained by one party independently of the efforts of the other party, prior to the Agreement Effective Date. Supplier’s Pre-existing Work includes, without limitation, the Software and the Documentation.

FF. Protected Health Information

Individually identifiable health information that is (i) transmitted in electronic media, (ii) maintained in electronic media, or (iii) transmitted or maintained in any other form or medium. Protected health information excludes individually identifiable health information in (a) education records covered by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); (b) records of any student who is 18 years of age or older, or is attending a postsecondary school, that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records may be personally reviewed by a physician or other appropriate professional of the student's choice; and (c) employment records held, in its role as employer, by a health plan, health care clearinghouse, or health care provider that transmits health information in electronic form.

GG. Receipt

An Authorized User or its Agent has physically received any deliverable at the correct “ship-to” location.

HH. Release

A redistribution of Application(s) containing an aggregation of Updates, which may include one or more of functional, operational, or performance improvements.

II. Requirements

The items listed in Exhibit A, unless otherwise provided in a SOW.

JJ. Services

Any work performed or service provided, including development and maintenance of the Solution, modifications, installation, support, training, and provision to the Authorized User of any Deliverable described in the applicable SOW, provided by Supplier under this Contract for an Authorized User. Services include the discovery, creation, or development of Work Product, if any.

KK. Services Term

The period of time specified in the applicable SOW during which the Licensed Services described in this Exhibit 1 are provided to the applicable Authorized Users. (For purposes of Exhibit H, Support, the Services Term is also the period of time during which the applicable Authorized User is entitled to receive Software Support as described in Exhibit H.)

LL. Solution

The Software, Services and Licensed Services that are licensed or purchased by an Authorized Users in a SOW.

MM. Software

The programs and code licensed in a SOW as a component(s) of the Solution, and any subsequent modification of such programs and code, excluding Work Product to which the Authorized User is entitled pursuant to the Supplier Support Program in Exhibit H.

NN. Software Publisher

The licensor of the Software provided by Supplier under this Contract.

OO. Specification

The written documentation of Custom Programming mutually agreed upon by the Parties.

PP. Statement of Work (SOW)

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing a Solution and/or Services to an Authorized User) or providing the Licensed Services, including access to the Application to an Authorized User, which, upon signing by both Parties, shall be deemed a part of this Contract.

QQ. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

RR. Supplier Product

Supplier's proprietary reports, information and data made available to Authorized User and its Application Users as part of the Licensed Services.

SS. System Environment

The combination of the Software, Hardware, Services, Licensed Services, and Authorized User-provided volumes and statistics described in the Technology Requirements Specifications which is attached to this SOW.

TT. Technology Requirements Specification or TRS means the document attached to each Statement of Work, and which contains a listing of the Solution configuration(s), the Applications to be obtained by Authorized Users and the volumes and statistics which have been provided and approved by that Authorized User that reflect the Authorized User's usage of that Application.

UU. Third Party Recipient(s)

Any party to whom an Authorized User intends to send or receive Transactions using the EDI Services, including payers, fiscal intermediaries, government entities, or other service providers or information suppliers

VV. Third Party Software

Operating system software and other computer programs, excluding Software, developed by parties other than Supplier, regardless of whether the Authorized User procures from Supplier or another distribution channel.

WW. Transaction

The period from the time the *Return* or *Function Key* or *Pointing Device* is depressed until the user device receives information for data located at the HCC.

XX. Update

Packages of Application corrections and revisions addressing common functional and performance issues.

YY. Version

A delivery of new features packaged as part of existing Applications.

ZZ. WAN

The Wide Area Network connecting a Facility to the HCC.

AAA. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of a Statement of Work that (i) prominently bears in the heading on each page the statement, "**THIS ORDER IS FOR WORK PRODUCT TO BE OWNED EXCLUSIVELY BY CUSTOMER**", and (ii) is signed by Supplier's General Counsel, or his/her designee in the Siemens Law Department. Work Product does not include any Supplier Pre-Existing Works or any derivative works created therefrom by anyone. Work Product also does not include any modifications, enhancements, Updates, or configuration of Software using tools embedded in the Software or tools provided by Supplier. Work Product also expressly excludes any pharmacy software development and programming that may be performed by Supplier under the Contract or any SOW.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of five (5) years. VITA may extend this Contract for up to five (5) additional one (1) year periods after the expiration of the initial five (5) year period subject to the execution of a mutually agreed amendment with Supplier. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term and Supplier and VITA shall negotiate an appropriate amendment to this Contract. In addition, performance of an SOW issued during the term of this Contract may survive the expiration of the term of this Contract (unless that SOW itself has been terminated), in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Solution and all Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable SOW and until Supplier has completely rendered the Licensed Services pursuant to such order or SOW.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason; provided that all fees for all items accepted prior to termination by VITA and Authorized Users shall be paid in full to Supplier.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder; provided that if VITA deems the Supplier to be in breach and/or default of a material obligation, VITA shall provide Supplier with written notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for (i) Deliverables accepted by the Authorized User or Services rendered by Supplier and accepted by the Authorized User for the Solution, and except for Licensed Services rendered or Application components delivered by Supplier prior to the termination date, (ii) VITA's and Authorized Users' confidentiality obligations, and (iii) the payment of all fees that are due and payable to Supplier as of the termination date.

In the event of a Termination for Breach or Termination for Default, the affected Authorized User(s) shall not be liable for any future cost related to the terminated Contract, order, SOW, or portion thereof.

If termination for breach or default occurs before First Productive Use of the first Application in a Logical Grouping (as such term is defined in Exhibit 1, Section 10.1) to achieve First Productive Use, (i) VITA and/or affected Authorized Users shall have the right to terminate the Contract or the SOW, as applicable, and to the extent that Supplier is the cause of the Solution failing to achieve First Productive Use, the affected Authorized User(s) shall receive a refund of fees paid to Supplier prior to termination as its sole remedy and Supplier's sole responsibility, and (ii) Supplier may pursue any rights and remedies available at law and in equity. If termination for breach or default occurs after

Acceptance of the Solution, VITA, affected Authorized Users and Supplier may pursue their remedies available under the SOW, this Contract and those available at law and in equity.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Solution-related Services to any other supplier with whom VITA or such Authorized User contracts for provision of a Project solution(s). This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months, during which time all terms and conditions of the Contract and applicable SOWs that relate to the provision of transitioning services shall remain in place during that transition period. Authorized User shall pre-pay monthly in advance for such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User, or if no agreement, then at Supplier's then-current rates.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

Authorized Users are responsible for ensuring compliance with the terms of this Agreement by their Application Users, Agents, employees and all other persons who are granted logon credentials and passwords by or through the Authorized User.

Each SOW shall include Software license and distribution provisions that are acceptable to the affected Authorized User(s) and to Supplier. The provisions immediately below describe several licensing and distribution options that Supplier and Authorized may choose to use in whole or in part.

A. License Grant

- i). Supplier grants to the Commonwealth and all Authorized Users a fully paid (upon full payment of all license fees in the subject SOW), perpetual, term or subscriber-based as provided in the applicable SOW, worldwide, nonexclusive, non-transferable (except to public

- bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, irrevocable object code license to use, copy and modify (using the embedded architecture tools in the Software) the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that “perpetual” license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The Software is the property of Supplier, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.
- ii). The Commonwealth and all Authorized Users shall have the right to use, copy and modify (using the embedded architecture tools in the Software) the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing (subject to subsection (iii) below).
 - iii). The Commonwealth and any Authorized User may, after obtaining Supplier’s prior written approval, which will not be unreasonably withheld, allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized Users or their Agents. Notwithstanding anything to the contrary, any entity that may be engaged by VITA or an Authorized User to provide hosting services for the Software must execute a non-disclosure agreement with Supplier in the form attached as Exhibit I.
 - iv). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
 - v). In the event that all of an Authorized User’s copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
 - vi). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development, and may run the Software concurrently at a back-up site, for no additional license fees or costs; except (i) only one copy of the Software may be used in production at any one time, and (ii) the affected Authorized User pays any incremental Third Party Software fees associated with having more than one backup copy. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier. An Authorized User may add its own copyright or other proprietary notice, or copyright or other proprietary notice of the Commonwealth, but only to the Commonwealth’s Content and not to the Software or Documentation.
 - vii). Except as expressly authorized in a SOW, an Authorized User shall not distribute the Software to any third party without Supplier’s prior written consent.
 - viii). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.
 - ix). If Licensed Content is provided, it generally takes the form of a generic template or starter set of information. Some Licensed Content, such as order entry starter sets, workflows, and nursing assessment pathways, may be modified by Authorized User to fit its specific environment. Other Licensed Content, such as Current Procedural Terminology (“CPT”) codes, may not be modified. Supplier assumes no responsibility to assure that Licensed Content is complete, accurate, or appropriate for a specific situation. Authorized User is

responsible for the clinical and financial validation and use of the Licensed Content and for maintaining the Licensed Content to keep it current.

- x). **Metric-Based Restrictions.** For most Deliverables, the terms above are the only scope limits on the license granted; however, a few Deliverables are “Metric Restricted,” meaning that the license for the Deliverable is based on, and restricted to, a specific number of things (a “Metric”), such as beds or named users. In the instances in which a Deliverable is Metric Restricted, the corresponding SOW will specify the Metric and the maximum number of that Metric being licensed. By way of example -- and in no way intended to be the type of Metric Restriction necessarily used -- if the Metric refers to:

(a) **beds**, then it is the maximum number of staffed beds an Authorized User is permitted to have at those Facilities that are processing data using the indicated Software or Licensed Content;

(b) **concurrent users**, then it is the maximum number of Application Users or other users permitted to use the indicated Software or Licensed Content at the same time;

(c) **named users**, then it is the maximum number of Application Users who are designated by an Authorized User as the only permitted users of the indicated Software or Licensed Content;

(d) **procedures**, then it is the maximum number of procedures with respect to which an Authorized User may use the indicated Software or Licensed Content to process and store data;

(e) **processors/computer power**, then it is the maximum number or capacity of processors that an Authorized User may use to process and/or store data using the identified Software, Licensed Content or Third Party Software;

(f) **workstations or servers**, then it is the maximum number of workstations or servers on which the identified Software or Licensed Content may be installed.

xi. The Deliverables may contain embedded software controls or counters to monitor a particular Metric Restriction. If an Authorized User exceeds the applicable Metric or scope of the license or moves the Software to a different hardware configuration, then the Authorized User shall notify Supplier within thirty (30) days after such event and execute an amendment with Supplier to expand the license (if appropriate). For Software which by its nature is PC-based, if there is no Metric Restriction, then the Authorized User may make a reasonable number of copies of such Software or Licensed Content for processing within the scope of this grant of license.

xii. Nothing contained herein shall be construed to restrict or limit the rights of the Commonwealth or any Authorized User to use any technical data, which the Commonwealth or such Authorized User may already possess or acquire under proper authorization from other sources.

xiii. Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license or for which such license was purchased and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

B. License Type

Each SOW shall include Software license and distribution provisions that are acceptable to the affected Authorized User(s) and to Supplier. The provisions immediately below describe several licensing and distribution options that Supplier and Authorized User may choose to use in whole or in part.

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibit B and identified on any order issued pursuant to this Contract. [Note: The license types defined herein are examples and are not intended to limit the type of license offered by Supplier or requested by VITA.]

[option C1 - Designated CPU License]

The license(s) granted under this Section authorizes use of the Software only on the number of CPU(s) listed in the applicable SOW. An Authorized User may transfer the Software to a different machine to the extent that the license price for such new CPU(s) is equivalent to the CPU(s) initially licensed. If the licensed CPU is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the licensed CPU, or (iv) because the Software is being transferred to another CPU, such Authorized User may use the Software on a replacement CPU as long as required by the mentioned conditions.

[option C2 - Concurrent Use License]

The license(s) granted under this Section authorizes use of the Software on any system based on the total number of Concurrent Users. The number of "Concurrent Users" is defined as the maximum number of concurrent Sessions connected at a given point in time. A "Session" is defined as an active user executing the Software. The Authorized User shall specify an initial number of Concurrent User licenses in its initial order pursuant to this Contract. An Authorized User may increase the number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee is set forth on Exhibit B.

[option C3 – Site License]

The license(s) granted under this Section authorizes use of the Software on any system located at the "Site" as such term is defined in the applicable order or SOW.

[option C4 – Project Specific License]

The Project Specific License authorizes use of the Software on any CPU; system owned or opted by the Commonwealth or an Authorized User, and by any user, without limitation as to quantity or location for Project _____.

[option C5 – Enterprise Wide License]

The Enterprise Wide License authorizes use of the Software on any CPU, on any system, and by any user within the "Enterprise", as such term will be defined in the applicable mutually agreed order or SOW.

Third Party Software provided by Supplier may have license restrictions on the number of users, workstations, or servers and other qualifying terms and conditions as indicated in the applicable SOW or an amendment to this Contract. Upon at least fifteen (15) days prior written notice, Supplier reserves the right to remotely access an Authorized User's environment for the purpose of auditing Authorized Users' use of the Deliverables, provided (i) Supplier will perform such audits only once each calendar year, unless a particular Third Party Software vendor requires a different schedule (no Supplier Third Party Software vendor, as of the date of this Agreement, requires more frequent audits, and Supplier has no knowledge of any vendor plans to require more frequent audits), and (ii) Supplier will use all reasonable efforts to include Authorized User personnel in audits via WebEx or similar technology. With respect to certain Third Party Software, if applicable, Supplier shall pass through to affected Authorized Users the associated Third Party Software supplier's required license terms and conditions as provided in the Application-specific section(s) of Exhibit A to this Contract.

C. Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for a Solution, the components of which are licensed

under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery (“shrink wrap”), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

5. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to the Commonwealth’s Pre-existing Work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

A. Work Product

VITA and Supplier each acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications in a Statement of Work as described in the definition above for “Work Product”, i.e., the SOW must prominently include on each page the heading, **“THIS ORDER IS FOR WORK PRODUCT TO BE OWNED EXCLUSIVELY BY CUSTOMER”**, and (ii) is signed by Supplier’s General Counsel, or his/her designee in the Siemens Law Department. Those specifications shall be made an incorporated exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth, VITA or any Authorized User. Supplier further agrees that neither Supplier nor Supplier’s employees, contractors, agents or subcontractors, nor any party claiming through Supplier or Supplier’s employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all source and object code and all executables and documentation for all Work Product. Supplier shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

B. Ownership

Supplier agrees that, whether or not the Work Product is considered “works made for hire” or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and remain the sole property of the Commonwealth and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product; provided that (i) the Work Product may only be distributed by the Commonwealth of Virginia to public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and (ii) Work Product is not deemed Software for warranty and liability purposes under this Contract.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth or the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier waives such rights in the Work Product. Supplier further agrees as to the Work Product to assist the Commonwealth or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to the Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, as the Commonwealth or the Authorized User may reasonably request, together with any assignments thereof to the Commonwealth or the Authorized User or entities designated by the Commonwealth or the Authorized User.

In consideration of Supplier waiving the right to ownership of the Work Product, it is hereby agreed that Supplier is hereby granted, without any duty of reporting to any entity, a perpetual, fully paid-up, right and license to use, sublicense, install, distribute, modify, market, demonstrate, host and otherwise make any lawful use of the Work Product.

It is also understood and agreed that Supplier shall have the right to independently create the same or similar Work Product without obtaining consent from VITA or any Authorized User(s), provided that Supplier does not use any Commonwealth confidential information or intellectual property in creating the new work. As between the parties, Supplier shall own all right, title and interest in any such newly and independently created intellectual property.

C. Pre-existing Works

If and to the extent that any Commonwealth Pre-existing Works are embodied or reflected in the Work Product, Supplier hereby grants to the Commonwealth or the Authorized User the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize Authorized Users to do any or all of the foregoing.

D. Return of Materials

Except as otherwise required by Virginia law as described in Section 17C, below, upon termination of this Contract, (a) Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or such Authorized User, which are in Supplier's possession, custody or control, and (b) VITA and Authorized Users shall immediately return to Supplier all Supplier Confidential Information.

6. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between Authorized User and Supplier. Except when following written instructions provided by an Authorized User, Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. VITA or Authorized Users will provide to Supplier copies of all Authorized User's site security, information security and personnel conduct rules at least two (2) weeks prior to the date Supplier personnel will be on Authorized User's site.. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

C. Key Personnel

A SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier and Authorized User agree that qualified and experienced personnel indicated as Key Personnel are critical to the performance of the project and that they will not be removed from any task, order or Statement of Work issued under this Contract without prior approval from Authorized User except due to illness, family emergency, termination of employment, or promotion. Authorized User will have the right of refusal for any personnel assigned as Key Personnel. Supplier shall secure

written approval from Authorized User prior to making any changes in Key Personnel, such consent not to be unreasonably withheld. Authorized User may request replacement of Key Personnel. Such requests will be in writing. In the event that an Authorized User requests removal of Key Personnel for any reason, Supplier shall abide by such request and shall use reasonable efforts to replace such removed personnel within five (5) business days of removal. The qualifications of new and replacement personnel must be equal to or exceed those of the replaced personnel.

C. Subcontractors

Supplier shall not use subcontractors to perform the Services unless specifically authorized in writing to do so by the Authorized User; except that Supplier shall have the right to use subcontractors in connection with providing the Licensed Services, without prior approval by any Authorized Users. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order or SOW to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

7. GENERAL WARRANTY

Supplier warrants and represents to VITA the Solution described in Exhibit A as follows:

A. Ownership

Supplier has the right to provide the Solution without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Solution and Documentation

Supplier warrants the following with respect to the Solution:

- i). The Solution is pursuant to a particular Request for Proposal (“RFP”), quote, or Request for Quote (RFQ), and therefore Supplier will warrant in SOWs that the Solution will operate materially in accordance with the Requirements during the Limited Warranty described below, and thereafter for as long as the Authorized User is contracted to receive support from Supplier.
- ii). If the RFP Response specifies the hardware equipment an Authorized User shall use to run the Solution, then Supplier warrants the Solution , is compatible with and shall perform well with such hardware equipment based on the estimated volumes and statistics specified in the quoted hardware configuration in the RFP Response;
- iii). The Solution provided hereunder includes component Software at the current release level;
- iv). No corrections, workarounds or future Software or Solution component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- v). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a reasonably knowledgeable user to understand the Solution without reference to any other materials or information.

C. Limited Warranty

During the warranty period of ninety (90) days after delivery, unless otherwise specified in the applicable SOW, Supplier will warrant in SOWs that the Solution shall perform materially in accordance with the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Solution to meet the Requirements.

D. Malicious Code

Supplier will use its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Solution at the time of delivery to an Authorized User. Supplier warrants that the Solution will not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Solution. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

E. Open Source

Supplier will notify all Authorized Users if the Solution contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

F. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

G. Supplier's Past Experience

Supplier warrants that a solution of similar scope and complexity as the Solution required by this Contract has not been installed nor is operating in a production environment in a non-related third party's facility; however, a solution that includes many of the same component products and services as in this Contract, for use in behavioral health, has been contracted-for but is not yet operational.

H. Warranty Exclusions

Notwithstanding anything to the contrary, Supplier shall not be obligated to correct an error in a release or version of the Software if the error has been corrected in a more current release or version that is made available to Authorized User. Supplier provides no warranty for Open Source software used other than as a part of the Software with which it was delivered.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

8. DELIVERY AND INSTALLATION

A. Scheduling

Supplier shall deliver the Solution, including any component parts, and complete performance of Services according to the delivery dates set forth on the appropriate SOW.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the relevant component of the Solution. Any Solution component delivered without Documentation may, upon written notice by affected Authorized Users, be considered "shipped short" until the applicable Documentation has been received.

B. Deployment of Solution

(i) Supplier Deployment of Solution

The Solution fee includes initial deployment of the complete Solution. Supplier is required to deploy the Solution in accordance with the deployment schedule set forth on the order. Deployment shall include the installation of any Software component and, if agreed, any hardware component, of the Solution. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Solution is properly deployed and fully ready for productive use, and shall supply such Authorized User

with a copy of the results of the diagnostic evaluation promptly after completion of deployment.

(ii) Authorized User Installation of Software

If the Solution includes Software which may be installed by an Authorized User and such Authorized User elects to install the Software itself, the Software shall be deemed to be installed upon the earlier of (i) when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User invoke the primary function of each major component of the Software or (ii) when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and Acceptance testing as described in Section 9. Supplier shall proceed with full deployment of the Solution concurrently with or after Authorized User's installation of the Software, as agreed between the Authorized User and Supplier in the SOW.

C. Documentation of Software Configuration

If the Solution includes configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

9. ACCEPTANCE

A. Software and Deliverable Acceptance Criteria

Software and Deliverables shall be deemed accepted when the Software and Deliverables are proven to operate materially in accordance with their Requirements. At a minimum, Acceptance Criteria for Software and Deliverables, and for the Solution as a whole, shall ensure that all of the functionality described in the Requirements has been delivered to the Authorized User. Acceptance of any one Deliverable shall not imply Authorized User's concurrence that the Deliverable will function properly with or within the Solution. Supplier shall be responsible for ensuring that all Deliverables within the Solution function materially in accordance with their Requirements. If before Acceptance of the entire Solution, a previously Accepted Deliverable no longer meets its warranties, Supplier shall be responsible for correcting the malfunction at no expense to Authorized User in accordance with the Software support provisions in Exhibit H.

Such Authorized User shall commence Acceptance testing within thirty (30) days, or within such other period as set forth in the applicable SOW, after delivery of each Deliverable that is subject to Acceptance testing. Acceptance testing will be as provided in the applicable SOW, but no longer than thirty (30) days. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User has requested in the mutually agreed SOW. Upon an Authorized User's request, additional professional services shall be made available subject to the terms and fees in a mutually agreed Change Order form. Each SOW shall define the treatment of Supplier's travel expenses. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>), or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing unless otherwise provided in the applicable SOW. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

B. Software and Deliverable Cure Period

Supplier shall correct any failure of a Deliverable to operate materially in accordance with its Requirements that are identified during Acceptance testing and re-submit such non-conforming Software or Deliverable for re-testing within fifteen (15) days if commercially possible of the appropriate Authorized User's written notice of non-conformance, unless otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier fail to cure the material non-conformity or deliver Software or a Deliverable which meets the Requirements, Supplier shall make a second attempt to cure the deficiency. If the second attempt fails to remedy the breach, and

these events occur prior to Acceptance of the non-conforming item, such Authorized User may, in its sole discretion: (i) reject the Software or Deliverable in its entirety and recover amounts previously paid hereunder for the non-conforming item; (ii) issue a "partial Acceptance" of the Software or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming.

Failure of the Software or a Deliverable to meet, in all material respects, the Requirements after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided thereunder by Supplier.

C. Solution Acceptance Criteria

Solution shall be deemed accepted when the Authorized User determines that such Solution successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within thirty (30) days after deployment of the Solution. Acceptance testing will be completed within thirty (30) days, or such longer period as may be agreed in writing between Authorized User and Supplier, after deployment of the Solution. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for fixed price type SOWs in which travel expenses were expressly excluded from the total price of the SOW. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts <http://www.doa.virginia.gov>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

D. Solution Cure Period

Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Solution or component products or Services for re-testing within fifteen (15) days of written notice of non-conformance to Supplier, unless otherwise agreed between the Authorized User and Supplier. Should Supplier fail to deliver a Solution which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Solution to be provided thereunder by Supplier.

10. WARRANTY AND MAINTENANCE SERVICES

At any time during the Warranty or Maintenance Period, as applicable, Supplier shall provide the support and maintenance services as more fully described in Exhibit H (including unlimited telephonic support for urgent issues and all necessary travel and labor) to maintain the Solution in accordance with the Requirements. During the Warranty Period, such services shall be performed without additional charge to any Authorized User. During the Maintenance Period, charges shall be in accordance with this Section and Exhibit B.

A. Software Evolution

(i) License. Authorized Users Should Authorized Users Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license fees for previously-licensed Software.

(ii) Support. If such merger or splintering occurs while the Authorized User is contracted to receive Support under a SOW, no additional support fees shall be charged in order for that Authorized User to receive enhancements, releases, upgrade or support that Supplier makes generally available to its other customers that have licensed the same affected applications and are covered by support.

(iii) Options and Future Software. If (i) Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, (ii) the affected Authorized User is contracted to receive support for that Software, and (iii) Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the same option(s) that Supplier offers to its other licensees of the affected product. For as long as Authorized Users engages Supplier to provide Licensed Service, the likely solution is for the affected Authorized User(s) to exchange licenses for such replacement Software product or function under the same terms offered to other licensees but at no additional license or support fee to affected Authorized Users.

B. Solution Support Services (Maintenance) and Renewal Options

Sixty (60) days or more prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User in writing of such expiration, and the Authorized User, at its sole discretion, may order from Supplier Solution support Services ("Maintenance Services"), including new Software releases, updates and upgrades, for a period of one (1) year ("Maintenance Period"), subject to the execution of a mutually agreed amendment including any updated terms, conditions and fees; provided that the annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less.

11. TRAINING AND DOCUMENTATION

The Solution fee includes all costs for the training of one (1) Authorized User trainer per order or SOW at an Authorized User's designated location on the use and operation of the Solution, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall make available online Documentation to Authorized Users. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised by Supplier to reflect any modifications made by Supplier to the Solution. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Solution and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

12. ESCROW AGREEMENT

Supplier shall maintain copies of all Supplier-proprietary Software source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C (Escrow Agreement). Source code for Third Party Software is not included in the Escrow Agreement. VITA acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VITA has reviewed Escrow Agreement to ensure that such Escrow Agreement does not impose upon the Commonwealth any requirements

other than administrative responsibilities necessary for the operation of the Escrow Agreement. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent and to pay the fees designated in Exhibit C if VITA or an Authorized User elect to become escrow beneficiaries. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of Escrow Agreement. Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth are specifically identified and listed in Attachment A to the Escrow Agreement and include the most current version used by all Authorized Users of the items described therein.

13. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier's performance of an order issued, or which may be issued, pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management of a Solution to Authorized User or its Agent, which Agent may be VITA or an agent of VITA or a third party provider under contract with Authorized User. At Authorized User's request and pursuant to an order for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency in operating and managing such Authorized User's Solution. During and/or after the transition period, Authorized User may, at its sole discretion, elect to order or continue Maintenance Services from Supplier for any of the Software or hardware components of the Solution.

14. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Solution and any additional products and Services and for Licensed Services, including the rights of the Authorized User and its Application Users to access and use the Application(s) and any additional related products and services provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Reproduction Rights For Solution

Software that is hosted by Supplier is not physically delivered to Authorized Users. This Section 14B only applies to Software that is not hosted by Supplier: At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making and deploying copies only as permitted in this Section 14B and the applicable subject Statement of Work. If the Statement of Work does not include specific information about making copies of the Software and deploying it, the Authorized User may make one copy of the Software for backup purposes and one copy of the Software for disaster recovery purposes; provided that only one copy of the Software may be used in production at any one time. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software made during the quarter and the location of each copy. If an Authorized User desires to expand its right to use the Software, Supplier and the Authorized User shall amend the existing Statement of Work

between them or create a new Statement of Work that includes mutually agreed terms, conditions and fees.

C Solution Demonstration

At the request of any Authorized User, Supplier shall perform a demonstration of its Solution at such Authorized User's location and at no charge.

D. Statement of Work (SOW)

An SOW shall be required for any Solution and any Licensed Services ordered by an Authorized User pursuant to this Contract. All Services for a Solution and all Licensed Services shall be provided in accordance with the Requirements and service levels set forth herein or in the applicable SOW, and shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. Any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses which shall be reimbursable by the Authorized User in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts at <http://www.doa.virginia.gov> or a successor URL(s).

Any change to an SOW must be described in a written change request (template provided as Exhibit E). Either Party to an SOW may issue a change request that will be subject to written approval of the other Party, in the form of a modification to the SOW, before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of such SOW.

E. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Solution and products or Services related to the Solution and for the Licensed Services and products or services related thereto and available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

F. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value Solution or Licensed Services, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain a Solution or Licensed Services identical or similar to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each product or service proposed as a Solution component and a detailed description of the Licensed Services, including any related Supplier Product proposed, at the Exhibit B line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining a Solution and for providing Licensed Services for the Authorized User. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ.

G. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Solution, Solution component(s), or Services have been accepted and after all Licensed Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. Payment for Solution support Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. Payment for Licensed Services shall be monthly in advance unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Solution, product/Solution component, or Service type, or project milestone, and description
- ii). Dates during which Supplier provided the Licensed Services to the Authorized User
- iii). Quantity, charge and extended pricing for each Solution and/or Service item or milestone
- iv). Applicable order date
- v). This Contract number and the applicable order number
- vi). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

H. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for

Solutions, products/Solution components, or Services accepted or for charges for Licensed Services accepted more than 180 days prior to receipt of a valid invoice may not be paid.

All payment terms are net thirty (30) days after Acceptance.

15. REPORTING

Supplier is required to submit to VITA the following monthly reports as regards the delivery of onsite Services:

Report of Sales; and

Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

16. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee (“Steering Committee”), consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee include but are not be limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

A Steering Committee for this Contract will be formed at VITA’s option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific SOW issued pursuant to this Contract.

17. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to Application Users, including subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User; provided that any entity that will provide hosting services for the Software shall only be entitled to receive Supplier Confidential Information after entering into a non-disclosure agreement with Supplier in the form attached as Exhibit I. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term “Confidential Information” shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information in a mutually agreed upon format (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies, provided that all such policies are provided to Supplier (i) as to VITA, on the date of this Agreement, and (ii) as to Authorized Users, on the SOW execution date(s).

D. Health Insurance Portability and Accountability Act of 1966 (HIPAA)

Supplier agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, as applicable to the performance of this Contract or to any SOW or order issued hereunder. All initial-capitalized terms used in this Section D that are not defined in the Contract are defined at 45 C.F.R. Parts 160, 162 and 164 (respectively the "Privacy Standards" and "Security Standards") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), which definitions are incorporated by reference into this Section D. Supplier shall:

- i. Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this Contract or any SOW or order issued hereunder or as required by law;
- ii. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Contract or any SOW or order issued hereunder;
- iii. Report to VITA or Authorized User, as applicable, any use or disclosure of PHI not provided for by this Contract or the applicable SOW or order;
- iv. Impose the same requirements and restrictions contained in this provision on its subcontractors and agents performing on this Contract or a SOW or order issued hereunder;
- v. Promptly provide access to PHI maintained on behalf of the requesting Authorized User by Supplier in a Designated Record Set to Authorized User, at the request of the Authorized User in order to meet HIPAA requirements;
- vi. Make available PHI maintained on behalf of an Authorized User by Supplier in a Designated Record Set to Authorized User for amendment and incorporate any amendments to PHI in its records at an Authorized User's request;

- vii. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Authorized User as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164 and the American Recovery and Reinvestment Act (P.L. 111-5) when effective;
- viii. Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it;
- ix. Report to the Authorized User any security incident of which it becomes aware *provided however*, that the parties acknowledge and agree that this constitutes notice by Supplier to VITA and Authorized Users of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to VITA, Authorized Users, or anyone else shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Supplier's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.
- x. Supplier shall notify Authorized User of a breach of unsecured PHI without unreasonable delay and within then (10) business days after such breach is known by Supplier or an employee, officer or agent of Supplier other than the person committing the breach, or as soon as possible following the first day on which Supplier or an employee, officer or agent of Supplier other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Supplier to have been, accessed, acquired, used or disclosed during the breach. Supplier shall also provide Authorized User with any other available information at the time Supplier makes notification to Authorized User or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Supplier believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Supplier is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.
- xi. For purposes of this paragraph, unsecured PHI means PHI which is not secured through the use of a technology or methodology, specified by the Secretary of the Department of Health and Human Services. Breach means the acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule or this contract which compromises the security or privacy of the PHI by posing a significant risk of financial, reputational, or other harm to the individual.
- xii. Document and provide to Authorized User information relating to disclosures of PHI as required for the Authorized User to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- xiii. Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by a contractor on behalf of Authorized User, available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;

- xiv. At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by a Contractor on behalf of the Authorized User that the contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

E. Confidentiality Statement

Supplier shall be responsible for compliance with the confidentiality obligations under this Contract and each SOW by all Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract, in lieu of each such person being required to sign a confidentiality statement or non-disclosure agreement in their individual capacities. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

18. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all third party claims that result in losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether such fines are criminal or civil), judgments, settlements, expenses (including attorneys' fees if Supplier does not provide legal defense and accountants' fees and disbursements if a Commonwealth Indemnified Party is requested by Supplier to incur such expense) and reasonable administrative costs such as photocopying (each, a "Claim" and collectively, "Claims"), by paying amounts awarded by a court against any of Commonwealth's Indemnified Parties or agreed to in settlement by Supplier, to the extent of Supplier's fault for: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier that occurs onsite at an Authorized User's location and that results in death, bodily injury or damage to tangible personal property, and/or (ii) any infringement of any third party's patent or copyright or misappropriation of any third party's trade secret by any of the Solution or Services or by the Application or any of the Licensed Services, and/or (iii) loss of Content provided to Supplier due to Supplier's failure to back-up Content in accordance with this Contract. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Solution or any Solution component or that the provision of Services or that use of the Application or that the provision of Licensed Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and request a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Solution or Services or by the Application or any of the Licensed Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users and their Application Users the right to continue use of such infringing Solution or Services or Application or Licensed Services, or any component thereof; or (b) replace or modify such infringing Solution or Services,

or any component thereof, with non-infringing products or services that have equivalent functions and efficiency. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Solution or Services or of the Application or Licensed Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund an amount equal to the Authorized User's net book value (after reasonable depreciation) for the infringing item, calculated under GAAP, and the affected Authorized User's license to the such item(s) shall terminate. This section states Supplier's entire obligation and liability and Authorized Users' sole remedy regarding intellectual property infringement and for death, injury and property damage as described in this subsection A.

B. Liability

Except for any sums paid under Section 18A or damages to a Commonwealth Indemnified Party due to Supplier's violation of Section 17A, if Supplier breaches a material obligation under this Contract or a Statement of Work, the remedy is repair, re-performance or replacement by Supplier. If breach cannot be remedied by repair, re-performance or replacement, then Supplier's liability shall be limited to direct damages up to the sum of Application license fees paid to Supplier, plus Licensed Services fees and Services Fees paid to Supplier in the twelve (12) months preceding the claim. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct. Supplier is not responsible for the acts and omissions of the Commonwealth, VITA, Authorized Users, Application Users, or their respective employees, agents and subcontractors.

Supplier shall not be liable for claims caused by modifications or other changes to the Solution or Applications by anyone other than Supplier. The limits of this Section 18B shall not apply to third party claims brought against Supplier, including claims regarding bodily injury (including death) and tangible property damage, to the extent caused by the negligence or intentional misconduct of Supplier. Except to the extent another remedy is imposed by or available to the Authorized User under applicable law, this Section 18 states the exclusive remedy for any cause whatsoever against Supplier, regardless of the form of action, whether based in contract, tort, strict liability, or any other theory of law. The Parties to this Contract have each agreed to the fees and entered into this Contract in reliance upon the limitations of liability and disclaimers of warranties and damages set forth in this Contract, and that the same form an essential basis of the bargain between the Parties.

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, NOR FOR LOSS OF IN-HOUSE STORED, RECORDED OR TRANSMITTED DATA, EXCEPT TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS CONTRACT AND SHALL BE EFFECTIVE EVEN IN THE EVENT OF THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

19. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence

20. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia Information Technology Security Standards (SEC501-06), published by the Virginia Information Technologies Agency (VITA) and which may be found at

(<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation; provided that to the extent that such policies are revised by VITA in the future and Supplier determines that such changes are not commercially reasonable or not representative of industry best practices, Supplier and VITA shall meet to determine how to best proceed. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User; provided that (i) all such security procedures are provided to Supplier at least two (2) weeks in advance of Supplier being obligated to comply, and (ii) if such procedures are revised in the future and Supplier determines that such changes are not commercially reasonable or not representative of industry best practices, Supplier and the Authorized User shall meet to determine how to best proceed. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent performing Services onsite at an Authorized User's location, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall without unreasonable delay notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined and as notice is required in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all third party claims for fines, penalties (whether such fines are criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section. To qualify for indemnification and defense, VITA and the Authorized User must provide prompt written notice of the claim, cooperate with Supplier and allow the Supplier to control the defense and related negotiations, subject to the right of the Attorney General of the Commonwealth of Virginia to participate in the defense and to be informed of the status of settlement negotiations.

VITA shall have the right to review Supplier's information security program prior to the commencement of Licensed Services and from time to time during the term of this Contract. During the performance of the Licensed Services, on an ongoing basis from time to time, VITA, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Supplier's information security program. In lieu of an on-site audit, upon request by VITA, Supplier agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by VITA regarding Supplier's information security program. Supplier shall implement any reasonably required safeguards as identified by any program audit.

21. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

22. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

23. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>. (For the avoidance of doubt, the Solution is not available with nonvisual access because the essential elements of the Solution are visual.)

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference:

http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit G hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder

Authorized User may only withhold payment of any amount invoiced by Supplier if permitted by, and subject to the provision of Virginia law or as otherwise provided in this Contract. Authorized User agrees to (i) cooperate with Supplier in analyzing the cause of the dispute, (ii) only withhold amounts directly related to the dispute, and (iii) submits a dispute form to Supplier online at <https://www9.smed.com/customer/main.nsf> or send an email to custacct@shs.siemens.com.

This latter requirement is to ensure that Supplier is aware of the dispute and therefore best able to resolve the dispute.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, such consent not to be unreasonably withheld, and any such attempted assignment or subcontracting without consent shall be void; provided that Supplier may assign without consent to a parent or subsidiary of its parent, or a successor by purchase, merger or consolidation of all or part of its business, with written notice of assignment sent to VITA within thirty (30) days after the assignment is effective. VITA may assign this Contract to any entity within the government of the Commonwealth of Virginia, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding Software License, Application License, Rights to Work Product, Warranty, Escrow, Content Privacy and Security, Solution Support Services (Maintenance) and Renewal Options, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

Except where a specific or sole remedy is provided in this Contract, (i) the remedies set forth in this Contract are intended to be cumulative, and (ii) where no specific remedy is provided, VITA,

all Authorized Users and Supplier reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Solution or any components thereof and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Software delivery or Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User except to the extent deemed necessary to protect the confidentiality and/or intellectual property rights of Supplier and its suppliers.

P. Offers of Employment

During the term of the Contract and for one year thereafter, Supplier shall not solicit for employment the employees and Agents of VITA and the Authorized Users that have executed a SOW with Supplier, and VITA and such Authorized Users shall not solicit for employment the employees and Agents of Supplier. This provision does not apply to general advertisements.

Q. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA and Authorized Users. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

R. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit 1 Application Service Provider Additional Terms and Conditions (if applicable)
- ii). Exhibit A Solution, Application and Licensed Services Requirements
- iii). Exhibit B Solution Options List; Application Options List; Fees, Service Charges, Licensed Services Charges; and Payment Schedule
- iv). Exhibit C Escrow Agreement (for Solution Software)
- v). Exhibit D Statement of Work (SOW) Template
- vi). Exhibit E Change Order Template
- vii). Exhibit F End User Licensing Agreement (for reference only)
- viii). Exhibit G Certification Regarding Lobbying
- ix). Exhibit H Supplier Support Program
- x). Exhibit I Application Hosting Entity Non-Disclosure Agreement
- xi). Exhibit J MobileMD terms and conditions

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit 1, Exhibit A, any individual SOW, Exhibit B, Exhibit D.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Siemens Medical Solutions USA, Inc.

By: Alfred Canello
(Signature)

Name: ALFRED CANDELLO
(Print)

Title: NATIONAL SALES DIRECTOR

Date: 12/6/12

VITA

By: Samuel A. Nixon, Jr.
(Signature)

Name: Samuel A. Nixon, Jr.
(Print)

Title: Chief Information Officer

Date: December 21, 2012

By: Michael Stern
(Signature)

Name: MICHAEL STERN
(Print)

Title: SR. DIRECTOR, FINANCE

Date: 12/6/12

Address for Notice:

Chief Financial Officer
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355

Address for Notice:

Attention: Contract Administrator

And

Associate General Counsel - Healthcare
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355

And

Regional Vice President
Siemens Medical Solutions USA, Inc.



EXHIBIT A REQUIREMENTS
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit A and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

A. General

	Requirements	A	B
1	Does your solution comply with all current Commonwealth of Virginia Information Technology Resource Management (COV ITRM) Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537 . If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.	Y	While we feel comfortable that our solution is compliant with all applicable state and federal regulatory requirements, except as indicated in Requirement #3 below, Siemens will review the regulatory criteria with you to help ensure that the proposed solution addresses the unique health IT requirements of caring for your patient population.
2	Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at http://www.vita.virginia.gov/oversight/default.aspx?id=10344 If not, please explain.	Y	See previous response.
3	Does your Solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following		The Solution is not configured for interactive control and use with non-visual means..

	Requirements	A	B
	<p>standard regarding IT Accessibility and 508 Compliance:</p> <p>http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf (Refer to www.section508.gov and www.access-board.gov for further information)</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: <i>(The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)).</i></p> <p>If no, does your Solution provide alternate accessibility functionality? Please describe.</p>		
4	<p>(M)“The proposed EHR system must be certified by the Office of the National Coordinator for Health Information Technology for Hospital Inpatient Services. As such, it will include functionality to address all fourteen (14) Inpatient Hospital Core Objectives and all ten (10) Menu Set Objectives to enable DBHDS to assure Meaningful Use. Future certification requirements issued by the Office of the National Coordinator for Health Information Technology must also be supported as established. Ambulatory Service Core Objectives and Menu Set Objectives certification must be met within 12months of the signing date for the contract award. The selected vendor will play an integral role regarding promoting proper utilization of the EHR system in regard to Meaningful Use reporting.”</p>	Y	<p><u>Siemens Inpatient EHR Certification with Soarian</u></p> <p>During the Warranty Period and the term of support hereunder for the Applications making up such “bundle,” Siemens warrants that it will make available a “bundle” (set of integrated Application modules) that in total shall meet the eligible hospital certification requirements of an Electronic Health Record (“EHR”) for “Meaningful Use” as specified by the federal rules (as currently released as of the date of this Agreement) emanating from the American Recovery and Reinvestment Act of 2009 (“ARRA”). Siemens further warrants that such “bundle” will be certified as an EHR by an Authorized Testing and Certification Body (ONC-ATCB) or Authorized Certification Body (ONC-ACB) according to the rules defined by the Office of the National Coordinator (ONC).</p> <p>Siemens further warrants that Customers using the Siemens’ certified “bundle,” as shown below, have the certified EHR software that they can use to attest to Meaningful Use under the Siemens’ attained</p>

	Requirements	A	B
			<p>EHR certification.</p> <p><u>Soarian EHR Bundle</u></p> <p>Soarian® Clinicals V3.2 (Clinical Access, Common Clinicals, Clinical Team, Physician, Embedded Analytics)</p> <p>Siemens Pharmacy/Med Administration Check V24.2 sp2</p> <p>Siemens OPENLink™ V23.8</p> <p>Soarian Enterprise Document Management (EDM) V24.09 sp2, or Advanced Interoperability Service (AIS)</p> <p>Soarian Quality Measures (SQM) VA 56A, or Soarian Quality Reporting Service</p> <p>Siemens further warrants that the Applications licensed hereunder and the associated professional services shall be provided by Siemens in order to assist Customer in its efforts to achieve Stage 1 Meaningful Use (as currently defined by ARRA, ONC and its certification bodies as of the date of this Agreement) within the scope set forth in the mutually agreed statement of work (SOW) under the terms of the Agreement.</p> <p>In the event that future ARRA requirements, future laws and/or regulations mandate additional functionality to qualify a “bundle” for such certification, any such additional programming may be billable to Customer by Siemens, in accordance with the applicable provisions of the Siemens support program relating to regulatory changes, and/or, in the event that future ARRA requirements, future laws and/or regulations mandate additional application functionality beyond Siemens current applications portfolio, Siemens may elect to develop new/additional</p>

	Requirements	A	B
			<p>Applications, and/or Customer may need to acquire third party application functionality independently. Siemens will evaluate any such additional functionality requirements once they are published by the government, and will be able to provide recommendations to customers regarding the potential need to purchase additional future functionality from other suppliers if necessary.</p> <p><u>Exception: Siemens Ambulatory EHR Certification with Soarian</u></p> <p>The first release of Soarian Ambulatory will introduce new capabilities built on the existing Soarian Clinicals platform and will leverage existing functions (e.g. Orders, Medication Reconciliation, ePrescribing, Documentation). The primary goal of this initial release will be, at a minimum, to fully support the requirements of Eligible Professional Meaningful Use Stage 1. This release is planned for mid-2013. Siemens plans to target certification prior to GA, roughly around the same time as Beta delivery of the new release. This timeline should meet VITA's requirements for having a certified ambulatory EHR in place within 12 months of the contract award date.</p> <p>Siemens continues to be recognized for supporting our customers. Riverside Health System, in Norfolk VA, was one of the first organizations in the country to achieve the Meaningful Use requirements. In the KLAS Meaningful Use Attestation Report, March 2012, "Siemens was one of the highest-rated vendors for providing needed MU assistance and being proactive through the process." " CPSI and Soarian were the only platforms whose clients did not struggle with</p>

	Requirements	A	B
			<p>reporting. Meaningful Use Stage 2 Notice of Proposed Rule Making was published by CMS in early March 2012. Siemens subject matter experts have completed the analysis of the proposed rule and the initial assessment of the required solutions components. In preparation for the migration from Meaningful Use (MU) Stage 1 to Stage 2 which is planned for EHR reporting periods in FY/CY 2014, Siemens recommends that customers remain current on all versions, releases and service packs. Now that the Final Rule has been issued from CMS, Siemens will name the software releases and service packs that will be necessary to implement for meeting MU Stage 2 requirements.</p> <p>In the event that future ARRA requirements, future laws and/or regulations mandate additional functionality to qualify a “bundle” for such certification, any such additional programming may be billable to Customer by Siemens, in accordance with the applicable provisions of the Siemens support program relating to regulatory changes, and/or, in the event that future ARRA requirements, future laws and/or regulations mandate additional application functionality beyond Siemens current applications portfolio, Siemens may elect to develop new/additional Applications and/or Siemens may elect to offer the new/additional Applications thru a Siemens third party vendor relationship. Siemens will evaluate any such additional functionality requirements once they are published by the government, and will be able to provide recommendations to customers regarding the potential need to purchase additional future functionality.</p>

	Requirements	A	B

B. Clinical Information System

The Clinical Information System of an Electronic Health Record System is the clinical repository of patient data. The selected EHRS is envisioned to allow the DBHDS to facilitate clinical process automation within its 16 facilities and central office and also share and access that same information within this network. The EHRS is envisioned to automate and streamline the clinicians’ workflow and to maintain a complete record of each clinical patient encounter by meeting the following requirements:

	Requirements: Does your Solution...	A	B
	Registration and MPI		
1	Provide capability to work with any external or internal patient management system which supports standard HL7 messaging for patient registration and admit / discharge / transfer (ADT) events?	Y	Soarian supports HL7 V2.4. Siemens OPENLink supports all versions of HL7.
2	Provide a Master Patient Index (MPI) with a unique, enterprise-wide client identification number for each past, current, and future patient known to any of the facilities in the system?	Y	Soarian fully supports the use of a campus identifier through the EMPI (Enterprise Master Patient Index). This index will establish the identity of a person across all systems, including those that use unique patient identifiers. Soarian’s EMPI can be used to perform cross-referencing and identification functions relating to patient identifiers.
3	Provide an Enterprise Master Patient Index that can manage multiple medical record numbers (MRNs) for the same patient and relate multiple medical records numbers – e.g., different episode numbers from previous admissions prior to implementation of the EHR – to a single patient?	Y	
4	Provide a MPI that accommodates single patients with multiple names, such that various different names will relate to the same, single patient.	Y	Soarian collects patient information that can be helpful in identifying a patient on a subsequent visit to the health enterprise. For example, legal names, aliases, and pseudonyms can be displayed to help determine the correct patient This includes capture and storage of maiden names, nicknames or other aliases as desired. Patient search functions will search both legal names as well as aliases.
5	Provide a multi-factor search of all existing clients before allowing a new entry in the MPI?	Y	All person searches in Soarian automatically evaluate using probabilistic logic to present potential

	Requirements: Does your Solution...	A	B
			<p>matches to the end user in likelihood of match order. The match prioritization is based on search criteria entered by the user, e.g., name, SSN, address, date of birth, etc. Soarian also stores any inactive names as prior aliases to assist with future identification.</p>
6	<p>Provide a utility for identifying probable duplicate client entries, a means to merge such duplicate records, and a means to unmerge such records?</p>	Y	<p>After the patient has been selected, additional information is presented to AUDIT</p> <p>provide user with expanded data for verification to ensure that the correct person has been selected.</p> <p>Interactive worklists tools are available to identify and manage duplicate patient records. For example, the Potential Duplicate Persons Worklist scans the database to identify any newly-created potential duplicates.</p> <p>Soarian has full support for merging and reactivating/unmerging if two people are incorrectly merged.</p>
7	<p>Provide a client history of all prior admissions to the system?</p>	Y	
8	<p>Provide alternate methods for identifying and locating a client record in the system such as: partial name, social security number, DOB, gender, and/or race, Medicaid or Medicare number, and facility medical record number?</p>	Y	
9	<p>Allow the addition of user-defined data elements to the client registration module and the ability to designate selected fields as required fields?</p>	Y	<p>In Soarian, user-defined fields can be established at the EMPI and/or the encounter level.</p>
10	<p>Allow pre-registration / pre-admission of clients, prior to admission date, with a reduced or incomplete admit/discharge/transfer data set, and provide controls and software notification features to ensure that the registration process is eventually complete or properly dispositioned prior to or during admission?</p>	Y	<p>In Soarian, encounters can be created for VITA clients prior to the admission date. All data including eligibility verification can be performed which minimizes the data that needs to be collected after the admission takes places. This includes the ability to identify required fields, and the input of valid data based on drop down tables, etc.</p> <p>Soarian's worklisting feature presents information in a logical, task-oriented arrangement that helps users focus on</p>

	Requirements: Does your Solution...	A	B
			<p>the work that needs to be done, and decreases the possibility that items will be overlooked. Working directly from a list is a more efficient method of accessing patient, encounter, and financial records than searching for individual records. Soarian is delivered with a set of model worklists for encounters, patients, and other items that typically need follow-up. Here are some examples of the types of worklists that are created during Soarian processing.</p> <ul style="list-style-type: none"> • Missing Patient Information Worklist – contains a list of notification identifying missing data for individual patients. • Missing Guarantor Information Worklist contains notifications identifying missing data for individual guarantors. • Missing Encounter Information by Start Date Worklist facilitates follow up on missing encounter-related data for encounters of scheduled, checked in or attended status. • Missing Encounter Information by Stop Date Worklist facilitates follow up on missing encounter related data for encounters of checked out status. • Unidentified Patients Worklist identifies patients who do not have an active legal name. This includes patients added via Quick Check-in. • Encounters with Incomplete Insurance identifies encounters associated with policy members missing data. • Incomplete Payer Data Worklist identifies payers and or payer health plans that were added during registration processes that require review and data completion.
11	Provide capability to automatically pre-populate all or a subset of the fields above using electronic information received in HL7 format from CSBs, clinicians or other outside parties?	Y	Soarian provides the ability to accept data through an inbound HL7 ADT interface.
12	Provide capability to modify/configure pre-registration screens for each facility while capturing minimum data requirements	Y	Encounter workflows can be tailored based on the specific location/department, e. g.,

	Requirements: Does your Solution...	A	B
	established for all DBHDS facilities?		Emergency Department, Ambulatory Surgery, Inpatient, Outpatient Clinic, etc.
13	Create, store, populate with client data and print user-designed forms (e.g., Consent, client information) at appropriate times during the registration process without leaving the registration user interface or having to re-enter identifying information?	Y	Soarian currently supports creation, printing and imaging of online consent forms and consent authority designations. The workflow management component works in concert with the rules engine and messaging to trigger alerts and notifications to users, as well as to trigger electronic communications and processing required for consents and authorizations. Information needed to support a durable power of attorney can be collected in user fields. Soarian also supports the creation of a POA form by the user with the Adaptability Tools. Forms can vary by department or venue of care.
14	Time and date stamp the production of required forms and records when they are completed and on file?	Y	
15	Automatically alert appropriate staff when necessary components for the registration are missing or incomplete?	Y	
16	Automatically alert appropriate staff and units of the new registrations prior to admission date?	Y	In Soarian, notification based worklists push information out to a user that requires attention. For example, if data is desired in a context but not collected, that data will be pushed to a worklist for a user to resolve. The user can click on a hyperlink of the patient name or missing item on the worklist and the system will launch the user into a form for entering required data.
17	Provide a set of standard and user-configurable reports relating to intake management and client registration?	Y	Yes. Both standard and user-defined reports are available as part of Soarian Analytics.
18	Provide capability to configure or use medical record/register numbers already in use at the facilities?	Y	
	Admissions and Census Management		
19	Check all new client admissions against the MPI and assign/utilize the same patient identification number, if known?	Y	
20	Present selected information (e.g., patient demographics, insurance eligibility) from the previous admission as defaults, with the ability	Y	Yes. Please reference the response to requirement # 6 in this section.

	Requirements: Does your Solution...	A	B
	to edit as needed, for the new admission?		
21	Allow a client to be assigned to a particular bed, room and unit from within the admission module?	Y	
22	Provide that a bed which has been assigned to a patient upon admission will become unavailable (shown as "occupied") in the system?	Y	
23	Provide that transfers to different beds and/or units will automatically update bed availability in the system and be documented in the client moves?	Y	
24	Provide capability to accommodate multiple admissions and discharges of the same client on a single day?	Y	
25	Allow users to complete and/or update required data elements on admission?	Y	
26	Allow users to view history changes to the face sheet during admission?	Y	Encounter history is maintained in Soarian, and can be revised, if necessary.
27	Track all client moves so that each move can be identified by time, date, place of origin, and place of destination using place codes. (e.g., 1-in-hospital, 2-medical leave, 3-elopement, 4-family visit, 5-convalescent leave, 6-special hospital (non-DBHDS and DBHDS facility), 7-trial visit, 8-foster care, 9-transfer DBHDS, 10-regular discharge, discharge group home, discharge sponsored residential, conditional release, etc..., 11-death)?	Y	<p>In Soarian, Patient status changes are handled seamlessly. Changes to bill type or account type are unnecessary; Soarian Financials will determine bill type and account type accurately based on payer rules and encounter data.</p> <p>Some examples of how Soarian manages patient status changes:</p> <ul style="list-style-type: none"> • Inpatient to inpatient. In Soarian, Transfer Patient is used when a patient must be moved to a new primary location. As part of a transfer, you can optionally change clinical service, level of care, and attending physician for the encounter as well as the privacy indicator and sterile environment indicators for the new patient location being selected. • Inpatient to medical leave. The encounter Level of Care must be changed to reflect a LOA Level of Care, i.e., medical leave for the LOA days. The LOA Level of Care

	Requirements: Does your Solution...	A	B
			<p>and associated dates drive the appropriate LOA Revenue Code and Occurrence Span.</p> <p>The use of place codes will need to be discussed to determine the most feasible approach to supporting DBHDS's requirements.</p>
28	<p>Have the ability to accommodate and manage dual admissions at different DBHDS facilities, without duplicating the person in Department-wide census. (e.g., A patient who is on register at Southwestern Virginia Training Center, but currently an inpatient at Central Virginia Training Center.)?</p>	Y	
29	<p>Provide for configurability, updates and changes to admit/discharge/transfer codes?</p>	Y	
30	<p>Provide capability to delete mistaken admissions?</p>	Y	<p>Through the use of the Patient Status workflow, a mistaken admission can be placed back to another status such as ER or Pre-Admit.</p>
31	<p>Maintain and produce at the facility and unit level a midnight census that accurately adjusts for patient moves in, out and within the facility?</p>	Y	
32	<p>Include a set of standard and user-configurable reports relating to admission, discharge, transfer, and census management. (Include a list and brief description)?</p>	Y	<p>Soarian includes a full set of operational reports, plus the ability to generate user-defined reports to address many of the basic and standard report and control issues. Standard operational reports for admitting include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Inpatient Admissions Report • Transfer Report • Discharge Report • Patient Census by Responsible Healthcare Professional • Alphabetic Patient Phone List • Scheduled Encounters by Healthcare Professional • Same Day Stay Report • Outpatient Encounter List <p>Soarian financial reports are developed with a third party tool, Crystal Decisions 8.5. Users can chose options for selection criteria for each report so</p>

	Requirements: Does your Solution...	A	B
			<p>that a single entry, range of entries, or set of entries matching a given criteria are displayed. The operational reporting functionality enables the user to print various lists and schedules that can be displayed online. Examples include census lists, master file listings, summaries of work performed in the system "today" (up-to-the minute).</p> <p>For documents generated as part of the application/business process, Microsoft Word Mail-Merge is used to generate them. These are based on data passed from the business process to the Output Management System (OMS) part of the solution.</p> <p>For artifacts generated in stand-alone mode (outside the business process), stored procedures or queries run against the operational database to prepare the data for these displays and reports. Crystal and Web Publishing linked to OMS are used to generate and distribute these artifacts. Master reports provide listings of Soarian master information to facilitate review and maintenance of key system information. The reports present information in a similar way to the displays in the online master maintenance functions. Crystal Decisions enables users to generate reports on an as needed basis.</p> <p>Soarian supports web publishing and demand report scheduling. Reports can be published to a secured web site or routed for printing and archiving using the Soarian Output Management System. If a report is viewed online via the Crystal Report viewer, a built-in tree structure provides easy "point and click" navigation.</p>
33	Maintain information for a patient "on leave" while still holding the bed for the patient (Note: Patient may be on leave for a special hospitalization, a trial, or for other reasons)?	Y	<p>Leave of Absence (LOA) processing is supported in Soarian Financials for psychiatric inpatients along with SNF and Long Term Acute Care patients. As an example, the workflow starts with the patient's readmission to the facility within the Window Period</p> <ul style="list-style-type: none"> • Readmission is achieved by

	Requirements: Does your Solution...	A	B
			<p>cancellation of the discharge for the patient's encounter prior to the LOA.</p> <ul style="list-style-type: none"> • The encounter Level of Care must be changed to reflect a LOA Level of Care for the LOA days. • The encounter Level of Care must be assigned to appropriately reflect the patient's level of care for the first day of the readmission. <p>The LOA Level of Care and associated dates drive the appropriate LOA Revenue Code and Occurrence Span.</p>
34	Notify the user of any required data elements that are missing on each attempt to file/update an incomplete record?	Y	Required data elements are flagged immediately, therefore a user cannot complete an encounter without entering the required fields.
35	Provide capability to produce personal, training center, nurse's station, hospital service, and outpatient census or patient lists?	Y	
36	Support the ability to view all of the patient's physicians (e.g. consulting, attending, admitting, referral) and their role in a single census view?	Y	
37	Support the ability to add or remove patients from the census individually or by group?	Y	
38	Display a critical information indicator with patient name on the census (e.g., to identify patients who may be prone to suicide, violent, prone to elopement, need an interpreter, have multi-drug resistance or intolerance, etc.)?	Y	<p>Specified data elements that an organization identifies as risk factors can be detailed in workflows to enable documentation and early recognition of critical issues and escalation behaviors to alert caregivers and for escalation to manager for staffing considerations, such as the need for one-on-one observation. Notifications can be sent to the Alerts Worklist and generate the Patient Alert indicator which is visible in the patient header and on the census to indicate easily to the user that notifications exist for the patient. In this manner, the clinician is made aware of any notifications that exist for the patient, without necessarily being in the Alerts worklist. If a notification is added to a patient, the notification is visible, and the notification is cleared if the</p>

	Requirements: Does your Solution...	A	B
			condition that generated the warning was resolved.
39	Support that such critical information indicator alerts can be configured and managed by agency (DBHDS or facility)?	Y	Notifications and reminders are configurable via the Workflow and Rules Engines.
40	Include recent results, flowsheets, and activities for the past 1-3 days on extended census displays?	Y	The census list provides a critical information indicator per patient, alerting the clinician to results requiring immediate attention. A 1, 2 or 3 day summary results view is an integrated component of the patient census list. You can also determine if you want the following items to display on the census: Progress Notes, Activities, All Results or just Abnormal Results, Total Intake and Output Information and Cumulative Vital Signs.
41	Provide capability to launch Assign Bed/Transfer/Temporary hospitalization bed functions directly from the census view?	Y	Locator-based worklists enable a user to locate a patient that has had services or may be scheduled to have services at the facility. A user can select a patient from a worklist and then perform a function from a list available to that patient based on status.
42	Support that this assign bed / transfer bed function not be mandatory to be managed by DBHDS and facility. Eg, intellectually disabled patients may be admitted by house assignment without designation of a specific bed?	Y	There can be location designations that do not have beds assigned to them, although most inpatient units have beds.
43	Provide the ability to add a patient to the census from the patient header?	Y	Patients can be added to the census from the header after you complete a patient search. You can also add any patient to the 'My Patient' census from another census (such as nurse station census)..
	Patient Record and Demographics		
44	Provide the ability to create and maintain single patient record for each patient?	Y	
45	Provide the ability to associate (store and link) key identifier information (e.g., system ID, medical record number) with each patient record?	Y	
46	Support navigating the patient record by timeframe, calendar, and occurrence. Include a configurable patient header?	Y/N	Navigation of the patient record in Soarian can be accommodated by timeframe, calendar and occurrence through different views in the clinical summary, longitudinal

	Requirements: Does your Solution...	A	B
			patient record view and plan of care views, however, in Soarian, the patient header is not configurable for this function and would likely not be needed due to the access just discussed.
47	Provide the ability to modify demographic information about the patient?	Y	
48	Provide the ability to store demographic information in the patient medical record in separate discrete data fields, such that data extraction tools can retrieve these data?	Y	
49	Provide a field which will identify patients as being exempt or excluded from certain reporting functions. (e.g., Community Service Board outpatients who are active clients of DBHDS but who are not counted on any facility's inpatient census)?	Y	
50	Provide the ability to capture a reason for exempting a patient from reporting functions?	Y	Through the use of a user-defined field.
51	Provide the ability to query for a patient by more than one form of identification. (For example, patient last name or partial last name, medical record number, phone number, social security number and/or date of birth.)?	Y	To find correct person, the registrar can search by Social Security Number, patient address, or last name. The last name search can be phonetic, partial, or full name. In addition, the search can be limited to birthdate/age or gender. All prior demographic and insurance information can be verified, and if necessary revised, then copied forward to create a new encounter. Soarian also provides tools for duplicate patient identification and correction. For example, an erroneously generated medical record number is tracked as an erroneous ID with the correct patient record.
52	Provide the ability to keep multiple, contact addresses and phone numbers in addition to listing a patient's primary contact information?	Y	
53	Provide the ability to maintain and make available historic information for demographic data including prior names, addresses, phone numbers and email addresses?	Y	All encounter history is maintained online.
54	Provide the ability to capture, present, maintain, update and make available for clinical decisions patient preferences such as written and spoken language preferences,	Y	

	Requirements: Does your Solution...	A	B
	religion, and spiritual and cultural practices?		
55	Provide for the ability to identify patients by status (e.g., active, admitted patients or inactive, discharged patients)?	Y	
56	Provide the ability to include patient identifying information as well as time and date report printed, on each page of individual patient-specific reports which are printed?	Y	
57	Provide the ability to record comments by the patient or the patient's representative, in either free-text or scanned-document form, regarding the accuracy or veracity of information in the patient record?	Y	There are free text and comments fields throughout the applicable for users to supplement data. Coded comments can be predefined and accessible to users during their workflow. For example, if a user placed a manual hold on a claim, this action initiates an activity note in Follow Up History indicating that the claim is in a Held status. By selecting a 'Reason for Change ,' the system will automatically generate a comment, which can be augmented by free text to further explain the hold.
58	Provide the ability to display comments by the patient or the patient's representative in a manner which distinguishes them from other content in the system?	Y	
59	Provide the ability to identify the location of all medical records on any client in the system and track each record from creation to transfer, discharge, long term storage and eventual destruction?	N	Once records are online in Soarian EDM, the need for paper-based chart tracking is not required.
60	Provide capabilities for individual facilities to establish, and change over time, alternative preferred terminology for the term "patient", e.g., patient = resident, patient = individual served, etc.?	Y	
61	Provide the ability to bookmark documents within the medical record?	Y	
62	Provide the ability for concurrent users to simultaneously view and/or edit the same patient record, including clinical documentation?	Y	The solution provides simultaneous, multi-user access that gives everyone in the facility the most up to date information. Soarian enables multiple users to enter data in the same file from multiple locations. The system employs optimistic locking to manage the case in which multiple users access a single record.
63	Notify the user if another user is concurrently viewing or editing the patient record, and to be	Y	If Soarian determines that a user has accessed a record that is already in use, the system notifies the user of the

	Requirements: Does your Solution...	A	B
	able to save their information?		situation and prompts the user to take corrective action.
64	Provide the ability to maintain the integrity of clinical data during concurrent access?	Y	Yes. Please reference responses to #'s 62 & 63 in this section.
65	Provide integration between modules, to eliminate the need to re-enter data already stored in the EHR system?	Y	All Soarian modules are integrated with single sign-on and context sharing available.
66	Allow clinicians to view incomplete (draft) records for current admissions in their facility, and permit selected clinicians to access client records in other facilities as determined by role-based permissions?	Y	Deficiency tracking which is part of the Soarian HIM Completion Management module includes workflows that enable a provider to view incomplete records when signing on to Soarian Clinicals.
67	Prompt users to complete "unfinished/draft" documents?	Y	Yes. This is available as part of Soarian HIM Completion Management.
68	Allow the ability to establish a time frame for pending documents before administrative closing?	Y	
69	Display pending notes in a way that clearly identifies them as pending?	Y	<p>Draft of "in progress" notes can be displayed on the Clinical Notes worklist.</p> <p>In Soarian Clinicals, the following note statuses are available:</p> <p>Draft - Note is not complete and can only be viewed by the author of the note.</p> <p>In Progress - Note not yet complete but can be viewed by those with appropriate user privileges.</p> <p>Complete - the note is completed and can be viewed by anyone with privileges to view notes.</p> <p>Where a note is entered in error, a status of erroneous can be assigned.</p>
	Patient History and Problem List		
70	Provide a long-term repository for all clinical patient data with a longitudinal view of the patient's clinical data, including a readily accessible medication history?	Y	Soarian provides a longitudinal view of a patient's lifetime clinical history from multiple encounters and sources. It is patient centered, permanently storing data from all facilities. Virtually any department or system within the healthcare enterprise can feed patient information into the clinical repository and view it whenever and wherever it is needed. Soarian provides an online and printed

	Requirements: Does your Solution...	A	B
			summary report of a patient's medications across the continuum of care; The 'Medication' flowsheet in the patient record provides a longitudinal view of medication history and administration status for medications entered in Soarian.
71	Provide the ability to create a longitudinal record reflecting all patient encounters within all enterprise-wide facilities while incorporating information from outside sources?	Y	Please reference previous response. Information from outside sources may be received through standard HL7 interfaces. Soarian also supports viewing of a CCD from outside sources and storing within EDM.
72	Provide the ability to capture, maintain, and display, as discrete data elements, all problems/diagnoses associated with a patient?	Y	<p>A Diagnosis List is available through the CDP (chief complaint, diagnosis, problem) functionality of Soarian. The diagnosis is typically a highly structured, coded term with an associated code, such as ICD-9, but it may also be free text without an associated code.</p> <p>The Soarian Clinicals Problem List provides the ability to maintain an up-to-date problem list for all patients. With Soarian, users are able to associate a code to a problem through the CVE. If a problem is added to the problem list, and it is from a structured database, the code will be associated to the selected problem.</p>
73	Provide the ability to maintain the onset date of a problem/diagnosis?	Y	The user is able to chart the problem details that your hospital organization defines for the problem. This information can include date of onset as well as attributes for; focus, judgment, likelihood, rank, onset, condition acuity, severity, body location, body site, anatomical perspective, qualitative frequency, day part, time pattern, chronological, development, comment, etc.
74	Provide the ability to maintain the resolution date of the problem/diagnosis?	Y	You may maintain the date/time assigned as well as the date resolved.
75	Provide the ability to record and display the user ID and date of all updates to the problem/diagnosis list?	Y	When problem data has been modified and the changes were saved, a History link provides access to the details of

	Requirements: Does your Solution...	A	B
			the changes, including user ID.
76	Provide the ability to maintain a coded list of problems/diagnoses?	Y	Siemens makes available the UMLS subset of coded SNOMED problems that is most useful for documentation and encoding of clinical information at a summary level. This subset is derived based on datasets submitted by seven large scale healthcare institutions.
77	Provide the ability to display different views of the problem/diagnosis list based upon the status of the problem. For example, active, all, or resolved?	Y	<p>Clinicians have the ability to set their own preferences for viewing the Problem List. The clinician has the option to change the default Problem List view using an icon on the tool bar. This allows them to display the problem list in the following ways:</p> <ul style="list-style-type: none"> • Show Problems by Category - all categories or a specific category. Categories can be defined to be by discipline or by body systems • Display Problems by Status - Active or Inactive, Resolved or Erroneous • Sort Problem Display by Priority or Status
78	Provide the ability to capture, maintain and display free text comments associated with the problem/diagnosis?	Y	Comments may be entered and attached to problems in the patient problem list and are available for display.
79	Provide the ability to print a problem/diagnosis list?	Y	Soarian Clinicals provides an online and printed report of a patient's problem lists.
80	Provide the ability to search all patient records and identify individual patients with specific problems/diagnoses and/or by providers/physicians?	Y	Soarian Clinicals provides the ability for a user to search and generate a list of patients having a specific Patient Problem using Embedded Analytics.
81	Provide the ability to display the history of changes made to a specific problem / diagnosis, including clinician, date, and time?	Y	When problem data has been modified and the changes were saved, a History link provides access to the details of the changes.
82	Identify when the display of a problem list exceeds the current screen or printed page, and indicate that the list continues?	Y	Part of base functionality.
83	Support the entry of diagnoses using DSM-IV-TR terms, and ICD-9 and ICD-10 codes?	Y	The user can browse the ICD catalog and select the diagnosis that they would like to add to the patient record. Both

	Requirements: Does your Solution...	A	B
			the ICD code and diagnosis will display. Soarian also supports use of DSM codes.
84	Periodically update all users (workstations) with upgrades/changes to standard diagnosis codes?	Y	Updates to DRG, ICD 9, and CPT codes are routinely provided by Siemens as part of the customer's support agreement and based upon timely availability of those updates from their source organizations.
85	Allow "hot key" interface for entry of diagnosis codes onto the problem list?	Y/N	The Problem List can be either coded or free text. With Soarian, users are able to associate a code to a problem through the Common Vocabulary Engine (CVE). If a problem is added to the problem list, and it is from a structured database, the code will be associated to the selected problem.
86	Have the ability to separate entries on the problem list into specific, user-defined categories (medical, behavioral, programmatic)?	Y	Clinicians have the ability to set their own preferences for viewing the Problem List as described in the response to #77 above.
87	Allow a user to access the patient's treatment and care plans directly from the problem list?	Y	Soarian offers clinicians a workspace where they can complete a comprehensive patient assessment, choose relevant patient problems and implement the Plan of Care as one complete process. The Plan of Care screen displays the problems, expected outcomes, orders, lists of assessments with links, etc.
88	Allow users to change (redefine) a problem/diagnosis/need/support that has already been filed, while maintaining an audit trail of changes made to the original entry?	Y	When problem data has been modified and the changes were saved, a History link provides access to the details of the changes, including old values, new values, changed by, date and time.
89	Have the ability to copy data forward from a previous episode of care record to a new episode of care record (e.g., in the case of re-admissions)?	Y	Yes, Soarian supports the ability to pull data forward from the current or previous encounters, and modify this data.
90	Support the ability for clinicians to move from problem list directly to Clinical Decision Support process, order sets, and/or physician order entry?	Y	As described in the response to #87, Soarian offers clinicians a workspace where they can complete a patient assessment, choose relevant patient problems and implement the Plan of Care as one complete process. The use of Soarian's Plan of Care functionality uses the same Soarian Order Entry

	Requirements: Does your Solution...	A	B
			function, clinical decision support tools and catalogs streamlining the process of building, implementing and reviewing orders and order sets across the continuum of care.
91	Provide facility-level capability to configure the patient history, views, and lists in a format that the facility desires?	Y	With Soarian’s tools, your facility can tailor existing screens and pathways, or create new ones, to most appropriately fit the needs of various facilities, care teams, departments, and members. The tools provide our customers with the means to easily adapt and tailor their clinical data collection screens and print forms (e.g., Order Detail Screens, Assessment Data Collection Screens, Manual Result Entry Screens, Soarian Clinical Admission Discharge and Transfer (ADT) screens, as well as views of patient data.
92	Display the patient name and record number on a header that shows on every screen?	Y	The patient header appears across the top of every patient-specific screen in Soarian. The patient header displays demographic and clinical information for the patient whose data you are managing. Your hospital organization defines some of the fields, field captions, and information that appears in the patient header.
93	Provide an alerts pop-up at the first patient view screen which displays important patient information (e.g., allergies, pre-existing conditions, infection control risks, etc.)?	Y	The patient header appears across the top of every patient-specific screen in Soarian. The patient header displays demographic and clinical information for the patient including but not limited to allergies, links to diagnoses and problems, infection control indicators, etc. During order entry, clinicians are also warned of drug allergies and contraindications.
	Consents and Authorizations		
94	Provide the ability to flag when signatures of patients, guardians, authorized representatives, clinicians, or other parties are needed for consents/refusals, authorizations, directives, or other purposes, and track completion of the signature step?	Y	
95	Provide the ability to capture or import scanned paper consent/authorization documents?	Y	All consent and authorization documents can be captured or scanned into Soarian EDM. Workflows are available throughout

	Requirements: Does your Solution...	A	B
			the system to view these types of documents.
96	Provide the ability to chronologically display and sort consents and authorizations?	Y	Various views are available. For example consents and authorizations can be viewed by encounter.
97	Provide the ability to document an authorized representative's authority to make decisions?	Y	
98	Provide an alert when a consent/refusal of a parent/guardian is needed for a minor?	Y	Specified data elements that an organization identifies as risk factors can be detailed in workflows to enable documentation and early recognition of critical issues and escalation behaviors to alert caregivers and for escalation to manager for staffing considerations, such as the need for one-on-one observation. Notifications can be sent to the Alerts Worklist and generate the Patient Alert indicator which is visible in the patient header and on the census to indicate easily to the user that notifications exist for the patient. In this manner, the clinician is made aware of any notifications that exist for the patient, without necessarily being in the Alerts worklist. If a notification is added to a patient, the notification is visible, and the notification is cleared if the condition that generated the warning was resolved.
99	Provide an alert when a patient has a legal guardian or Power of Attorney for Health Care, and therefore cannot consent to his/her own treatment or sign consents/refusals?	Y	Soarian includes proper prompting for obtaining of valid consent, generation of consent documents, facility to image and retain signed consents, automatic prompting for renewed capture of consent authorization after elapsed time periods as well as invoking of rules for authorized cost center based on age rules. For example, if the patient is of a valid age (user-defined), the patient is the authorizer of his/her own consents.
100	Provide the ability to document the source of each consent and authorization, such as the patient or the patient's authorized representative if the patient is unable to provide consent?	Y	The Consent Authorization Code Indicates whether a relative is authorized to grant consent for provision of services to this person. If the patient is a minor, the consenting party is a parent, guardian, or someone designated by the parent or guardian. If the patient is not a minor and is able (conscious, legally competent), the consenting party is the patient. In other cases, the consenting party is the next

	Requirements: Does your Solution...	A	B
			of kin or someone with a Medical Power of Attorney for the patient (this should indicate that a copy of the document is on file). Soarian provides refusal codes for advance directive, language assistance, healthcare proxy.
101	Provide the ability to show the revocation of a consent, authorization, or directive including the date and reason for revocation of consent?	Y	Date and reason for revocation of consent can be captured through the use of user defined fields.
102	Provide the capability to indicate that advance directive(s) have been completed and are on file for individual patients, by type of directive, e.g., living will, durable power of attorney, etc., and including expiration date, if any?	Y	
103	Provide the ability to indicate the name and relationship of the party completing the advance directive for the patient?	Y	This information can be captured on the actual form.
	Medical and Adaptive Equipment		
104	Provide the capability to capture a current list of the patient's specialized medical and adaptive equipment, including a reason for equipment?	Y	The Soarian Adaptability Tool provides our customers with the means to adapt and tailor clinical data collection screens so that you may capture the required data elements for medical and adaptive equipment. With reporting tools, Soarian can also track orders for adaptive equipment and splints per patient and per diagnostic.
105	Provide the capability to capture necessary information related to the equipment, e.g., manufacturer, model, serial number, date put into service?	Y	Please reference the previous response.
106	Provide the ability to delete or deactivate the equipment and capture the reason for the deletion/deactivation?	Y	In Soarian you may place an order to discontinue equipment and capture the reason.
107	Allow equipment information to be linked to applicable scheduling screens to ensure equipment is considered for transportation and scheduling of appointments?	Y	Availability of the equipment is based on equipment resource definitions predefined by your facility. These definitions are used to ensure equipment is considered for transportation and scheduling of appointments.
	Clinical Documentation and Progress Notes		
108	Provide a Clinical Summary template in the Starter Model, which can be configured to fit customer preferences and regulations?	Y	Yes, there are six model Nursing and Physician Clinical Summary Layouts based on the four model clinical summary layouts that are delivered with the system.

	Requirements: Does your Solution...	A	B
109	Provide a Clinical Summary containing a cohesive presentation of patient data that can include Diagnosis, Problems, Advanced Directive / Code Status, Allergies, hypersensitivities and drug intolerance, Administered Medication, Pending Orders, Past 24 hours of Clinical Notes, Past 24 hours of Vital Signs and Intake and Output in a graphed format, Pending Tests and Critical Results?	Y	The Clinical Summary provides a cohesive presentation of patient data including Problems, Advance Directive / Code Status, Allergies, Administered Medication, Pending Orders, Past 24 hours of Clinical Notes, Past 24 hours of Vital Signs and Intake and Output in a graphed format, Pending Tests and Critical Results. It can also display I&O and other diagnostic /non diagnostic findings in a graphical format.
110	Support customer-configuration of the clinical summary display?	Y	The information is configurable and can display up to eleven different data sources, such as results, alerts, orders, problems, vital signs. Customers can define one to many views of the Clinical Summary and assign these, based on preferences (Enterprise, Entity, Preference Groups, HCU). Users can launch some workflows (e.g., add a problem, add an allergy, place an order) while viewing data contained in Clinical Summary thus supporting clinician workflow.
111	Support printing of data displayed in clinical summary?	Y	Soarian supports printing of data displayed in the Clinical Summary as a report.
112	Support a launch to assessments from the clinical summary?	Y	Clinical Desktop users can launch workflows such as assessments, I&O, MAR, orders, etc. from the Clinical Summary screen
113	Support alternative templates for online documentation based on criteria such as patient age, hospital service, nurse station, patient type, or user specialty?	Y	Soarian guides the user through the assessment process and workflow based on user responses and patient's condition, age and sex. Soarian's applicability criteria enable your organization to define different assessments with context specific defaults and allowable values. Once defined, Soarian presents the correct form to the user based on the applicability criteria values defined by the customer. For example, there may be different Admission Assessments based on specialty, such as Pediatrics. An association is made with the defined nursing station and the appropriate form is presented to the end user,

	Requirements: Does your Solution...	A	B
			eliminating the need to select the pediatric form. Another example is when a patient is admitted and is part of a defined group by age, based on certain criteria set by the organization an automatic form (e.g. Fall Risk form) can be pushed to the clinician for completion.
114	Support calculation of values from existing data elements (e.g., body mass index and ideal body weight, calculated from height and weight)?	Y	<p>The following calculated elements are provided:</p> <ul style="list-style-type: none"> • Body Mass Index • Body Surface Area • Female Ideal Body Weight (pounds) • Male Ideal Body Weight (pounds) • Female Lean Body Weight • Male Lean Body Weight • Female Percentage of Ideal Body Weight • Male Percentage of Ideal Body Weight • Male Harris Benedict Equation (BEE) • Female Harris Benedict Equation (BEE)
115	Support role-based provisional documentation (e.g., documentation entered by a medical student that requires a countersignature)?	Y	To support the requirements for attestation/co-signature of student or resident notes, Soarian is delivered with model workflow engine processes that will send the document to the responsible party to co-sign.
116	Produce on demand, user selected portions of the clinical record in electronic or paper format?	Y	Viewing and printing selected parts of the patient record is supported.
117	Allow clinicians to addend/correct a progress note that has been finalized?	Y	A completed note may be revised by anyone of the same staff/role type.
118	Maintain an audit trail of changes addenda, corrections, and clarifications) made to a finalized progress note?	Y	The history of activity on a clinical note can be viewed by selecting the note, then using the Context Sensitive Menu and selecting History. The history will then display for, the original documentation as well as the revision history, with the entered date/time.
119	Provide that the audit trail allows recording and display of the identity of the user who addended or corrected a note and the date and time of change?	Y	Each time a note is entered into Soarian, the author, date and time is recorded and can be seen against the note when read.

	Requirements: Does your Solution...	A	B
120	Display and notify the author of pending notes?	Y	Worklists are available to assist the clinician in managing alerts, results, consults, orders, assessments due, interventions and procedures. If by “pending” notes you mean draft or in progress notes, these can be displayed on the Clinical Notes Worklist. The Clinical Notes Worklist enables you to access the notes for your patients that are in the Draft or In Progress status. Your Clinical Notes Worklist is populated when a note is added to a patient’s record to which you have a relationship. Notes are automatically removed from your Worklist when the note’s status is set to either the Complete or Marked Erroneous status.
121	Provide for user entry of free text narratives in progress notes and other clinical documentation?	Y	Soarian allows the user to configure notes and accommodates unlimited free text.
122	Allow a clinician to launch electronic alerts or notifications to other staff directly from the progress note?	F	In a future release, a Soarian user will have the ability to send simple text messages from a specific message worklist to another user’s message worklist. GA date TBD.
123	Allow clinicians to select the text from a previously written note and insert it into a new note for subsequent editing?	Y	Data can be copied within a visit or from visit to visit. Additionally, Soarian supports behind the scenes or user copy of data forward. What information carries forward and under what conditions (only within the same type of template, only within the same visit) can be configured to help avoid information carrying forward inappropriately. Users may modify the data as needed.
124	Allow progress notes to be linked electronically to elements in the treatment plan (goals/objectives/outcomes/supports) from within the progress note interface?	Y	The ability to review a plan of care and enter a progress or evaluation note is supported.
125	Automatically alert staff when a progress note is available for review or co-signature and provide the reviewer with direct access to the note from the notification?	Y	Notifications will appear on the user’s worklist; the clinician links directly to the note from the worklist.
126	Allow progress notes to be selected by date, time, type of note, writer, or discipline and displayed sequentially in a user-defined order?	Y	Supported as stated.

	Requirements: Does your Solution...	A	B
127	Provide a view of and direct access to all of the elements in the clinical record from within the progress note interface?	Y	To facilitate adoption, Soarian is easy for clinicians to use because on screen navigation is minimized through the smart user interface while the number of actionable tasks is increased. Clinicians can easily navigate to different elements of the record from any area in the record.
128	Provide that completed elements of the progress notes be visually differentiated from those still requiring work?	Y	Soarian enables users to define Note templates to meet their specific documentation needs. Completed sections are visually apparent to users; additionally, each time a note is entered into Soarian, the clinician/staff member creating the note, assigns a status. A rule can provide a notification that documentation has not been completed.
129	Provide that chart deficiencies and due dates be readily apparent on the progress note interface?	Y	Physicians benefit from a fully integrated workflow within Soarian to access and complete medical records in Enterprise Document Management. Record notifications and prompts are proactively pushed to the appropriate provider for review and completion via the provider worklist. Documents are available for efficient review, edit, signature and routing. Documentation and records are accessible anywhere, anytime with Soarian's web-native design. With Soarian Clinicals 3.3, GA 2Q2012, Chart Finalization/Incomplete Chart - provides an Incomplete Chart View which displays a list of items that need to be completed for a given patient in the emergency department. Some tasks can be completed from this new view, or from within the patient's ED chart. The patient's ED chart provides a view of chart deficiencies as well. This feature enables ED clinicians to finalize a chart for completeness.
130	Allow the clinician to convert the progress note into a billable relative value unit (RVU) service from within the progress note interface?	Y/N	Converting the progress note into a billable RVU service from within the progress note is not supported in Soarian Clinicals today. We can however support the following workflow: a provider enters charge

	Requirements: Does your Solution...	A	B
			<p>codes into a document (could be section of a progress note - but not automatically derived from the documentation in the progress note). What is also possible, though not model content and would require custom rules, is to have a rule be triggered when such a document is signed and create a charge transaction for the charge code entered on the document. This charge transaction, once received on Soarian Financials can then drive calculation of RVU as described below.</p> <p>Soarian supports the calculation of the Relative Value Units associated to the delivery of individual charges. The RVU for an individual unit can be defined for a service price and is calculated at the time of charge posting. RVU's can be optionally entered and overridden during charge entry. Soarian also allows the reporting and analysis of revenue using the calculated RVUs. Reportable components include Work RVU and Total RVU.</p>
131	Support the ability to review revision history of notes?	Y	The Notes History dialog box is used to view the history of a note. The revised note displays the date and time that the revision occurred, the status of the note, and the author of the revised note.
132	Support the ability to save notes with a pending or complete status?	Y	<p>Each time a note is entered into Soarian, the clinician/staff member creating the note, assigns a status. Available statuses are:</p> <ul style="list-style-type: none"> • Draft - Note is not complete and can only be viewed by the author of the note. • In Progress - Note not yet complete but can be viewed by those with appropriate user privileges. • Complete - the note is completed and can be viewed by anyone with privileges to view notes.
133	Provide the ability to associate individual encounters with individual or multiple diagnoses?	Y	Soarian allows the user to enter one primary diagnosis and

	Requirements: Does your Solution...	A	B
			unlimited secondary diagnoses.
134	Provide the ability to provide filtered displays and reports of encounters based on encounter characteristics, including date of service, encounter provider, and associated diagnoses?	Y	Soarian provides a longitudinal record that supports the requirements.
135	Provide the ability to document encounters by one or more of the following means: direct keyboard entry of text, structured data entry utilizing templates, forms, pick lists or macro substitution, dictation with subsequent transcription of voice to text either manually or via voice recognition system?	Y	<p>Soarian Clinicals supports various modes of data entry including keyboard, mouse, touch screen, tablet, notebook, desktop, use of templates, drop down boxes and check boxes. Soarian also supports a macro function ('text blocks') that can be created and maintained by clinician users and can be inserted into templates ad-hoc.</p> <p>There are commercial third-party applications that perform Voice Recognition and voice-to-text conversion capabilities, and these packages can be used to enter text into Soarian's text entry functions to replace typing.</p>
136	Have the ability to categorize types of providers such as but not limited to physicians, psychologists, mental health clinicians, PT, speech, OT?	Y	
137	Automatically retrieve information needed to support verification of coverage at the appropriate juncture in the encounter?	Y	Clinicians can easily access insurance and guarantor information.
138	Provide the ability to produce encounter management reports to include missing information, suspected duplicate numbers?	Y	Starting with payer specific edits during the registration process, Soarian continually checks the data for each encounter to ensure that accurate information is available for claim generation. Medicare, including OCE, CCI and LMRP, Federal, State, major commercial and regional payer rules are provided in Soarian. Tools enable you to customize rule sets to meet your specific needs. Claims identified as having missing information will be automatically added to the billing exception worklist. Soarian Financials provides a number of model reports to further assist with encounter management, for example, a possible/probable duplicate medical record number report that can be used to resolve duplicate number

	Requirements: Does your Solution...	A	B
			assignments.
139	Automatically retrieve and display information needed to support verification of medical necessity and prior authorization of services at the appropriate juncture in the encounter workflow?	Y	In an outpatient setting, based on the diagnosis codes entered when ordering a diagnostic procedure (i.e. lab, radiology, cardiology orders), Soarian is able to check for medical necessity. This information is based on regional guidelines (Local Medical Review Policies). If required, there is the ability to print out the Advanced Beneficiary Notice of Non-coverage (ABN), for the patient to sign.
	Medication Administration & Charting		
140	Provide a Medication & IV Administration Report template in the Starter Model, which can be configured to fit customer preferences and regulations?	Y	Med Administration Check allows for customizations to the display grid and header. Med Administration Check displays also offer many user preferences that enable users to customize many features such as color, order filters, sorts, etc.
141	Support bar code scanning or other electronic methods for positive identification of medication and patient prior to administration of medication or IV?	Y	Med Administration Check is a point of care application that provides the ability to identify the patient and medication using bar code scanning at the time of medication administration.
142	Support an online Medication Administration Record display time window, which includes both scheduled, routine, short order, and PRN medications?	Y	All medications to be administered appear on the eMAR. PRN meds appear on the bottom half of the online MAR. If the caregiver selects an order with a variable dose, the system will prompt the caregiver to enter the dose to be administered.
143	Provide a retrospective view of medication/IV orders from admission with an option to expand the MAR time window to include active or future orders?	Y	A history of all medications administered as well as future medication orders is available with Med Administration Check.
144	Provide the ability to set automatic reminders to collect effectiveness values at some point after a drug is charted as administered?	Y	Med Administration Check provides the ability to set automatic reminders to collect effectiveness values at some point after a drug is charted as administered. For a particular drug and follow-up value, you can specify whether the follow-up should be generated for both scheduled and PRN orders, or only PRN orders. You can also specify the number of minutes after administration that the follow-up value should be collected.

	Requirements: Does your Solution...	A	B
145	Provide the ability to chart the single administration of a drug when it is not possible to delay administration until an order can be entered by pharmacy. (Note: Pharmacy will still review this information, but retrospectively.)?	Y	In Med Administration Check, a special pathway enables you to chart the single administration of a medication for which no order has been started as well as the administration of stat and one-time orders that have not yet been entered or verified in Siemens Pharmacy.
146	Support the ability to view summary and detailed information about a patient's cumulative dose tracking history?	Y	For cumulative dosing, Med Administration Check tracks and warns the nurse of single dose and daily dose maximums that are about to be exceeded, for both scheduled and PRN medications. The system will also track and notify the nurse of lifetime cumulative doses that are nearing limits, or about to be exceeded. For PRN medications with a set frequency, the system will warn the nurse if the medication is being administered too soon. You can view summary and detailed information about a patient's cumulative dose tracking history.
147	Support the ability to require a second nurse's signature (i.e. a co-signature) when administering selected medications (e.g. controlled drug), depending on the route (e.g. oral, injectable, or all routes) by which the drug is administered?	Y	Med Administration Check supports the ability to require a second nurse's signature (i.e. a co-signature) when administering selected medications (e.g. controlled drug), depending on the route (e.g. oral, injectable, or all routes) by which the drug is administered. If the drug you are administering has co-signature requirements, you will be prompted to obtain the co-signature of a second nurse via the 'Co-Signature Required' window.
148	Support the option of clinical checking by nursing staff prior to drug administration?	Y	Med Administration Check supports the option of clinical checking prior to administration. Checking occurs once you scan the bar code(s) of the drug(s) you need to administer for the occurrence, (prior to actual administration.
149	Provide that only verified orders (e.g. pharmacy verified orders) populate the eMAR?	Y	An order must be verified by the pharmacist to display on the eMAR
150	Support allergy charting directly from the MAR?	Y/N	Soarian provides clinicians a workspace where they may easily document medications and then click to access allergy documentation .
151	Provide a bi-directional interface for coded and free-text allergies, hypersensitivities and drug intolerance?	Y	Yes, between Soarian and Siemens Pharmacy. This information is available to the nurse administering the patient medications using Med

	Requirements: Does your Solution...	A	B
			Administration Check.
152	Provide alerts to the physician, nurse, and pharmacist of any allergy to ordered medications?	Y	The system supports allergy checking and alerts when medications are ordered and administered.
153	Enable documentation of the patient's response to the medication, if indicated?	Y	Charting the effectiveness of a medication is supported using Med Administration Check.
154	Support documentation of medications held or not administered and the associated reason for this action?	Y	Users in Med Administration Check have the ability to hold medications (not admin) based on defined parameters or the patient's condition. Users may select from a drop down list the reason for holding the medication.
155	Provide ability to view drug alerts and interaction warnings that were triggered during order entry, including the physician's response to an alert?	Y	The pharmacist can view all alerts presented to the physician and their response to those alerts when verifying the medication.
156	Provide reminders for past due medications?	Y	The nurse is immediately alerted for missed, overdue and stat meds upon opening the patient's active med worklist. Any uncharted occurrences that are "overdue" will float to the top of the list and will be highlighted in a distinguishing color.
157	Provide a standardized but configurable medication variance report form?	Y	With the report writer.
158	Support patient/client self medication assessment?	Y	This information could be captured by the nurse in an assessment in Soarian. Another option would be to scan into the patient record, using Soarian EDM, a patient completed medication assessment.
	Intake and Output		
159	Provide an Intake & Output template in the Starter Model, which can be configured to fit customer preferences and regulations?	Y	Siemens provides starter set assessments for typical nursing workflows, including the collection of intake and output. These templates can be configured to support your needs and preferences.
160	Support on-line documentation of intakes and outputs in a flowsheet format allowing an unlimited number of sources and unlimited number of entries?	Y	Soarian can accommodate an unlimited number of intake and output entries.
161	Provide that the fluid balance flowsheet defines the information to be collected along with editing rules to capture the measurements?	Y	The flowsheet is configured using Soarian's Form Adaptability tool where fields are defined and edit rules are established.
162	Support hourly entry and display of I&O's and	Y	Soarian will calculate hourly, shift and

	Requirements: Does your Solution...	A	B
	keeps a daily cumulative total?		daily totals for total intake, total output, and net fluid balance.
163	Support documentation of approximate values and free text/encoded values?	Y	Soarian Intake and Output supports various special cases based on source definition: <ul style="list-style-type: none"> • Entry of text fields, e.g. NPO, ice chips, Sips, BRP • Entry of approximate values, e.g. 250+, ~500 • Entry of values that should not be included in totals for balance calculations, e.g. # of times incontinent • Recording for Bladder Irrigation and calculation of True Urine (Bladder Irrigation Out – Bladder Irrigation In = True Urine)
164	Support calculation of I&O totals by shift/interval and by day?	Y	Soarian supports totals by shift, running totals for an interval of time (up to 24 a day) and for each day.
165	Support customer defined time intervals, e.g. hourly, 8 hours, 12 hours and definition of I&O day (e.g. 2300 to 2300 or 0700 to 0700)?	Y	Customers can define shift times.
166	Support the ability to display I&O totals on the patient census?	Y	You can also determine if you want the following items to display on the census: Total Intake and Output Information (if this is displayed, you can determine the number of days to display this information)
167	Provide a graphical display of I&O data?	Y	Intake and Output values can be viewed in numerical and graphical formats.
168	Support Alerts when I&O totals fall below calculated totals?	Y	An alert can be configured to display if I&O totals fall below an acceptable total.
	Vital Signs		
169	Provide a Vital Signs template in the Starter Model, which can be configured to fit customer preferences and regulations?	Y	A starter model of Vital Sign fields is provided in Soarian. A model online Vital Signs chart (document/form) is also provided in the Starter Model, which can be adapted to fit the facility's preferences and regulations. Data elements can have various types of behaviors. For example, alphanumeric and free text fields are supported. Free text fields/comments can also be associated with particular data elements. Your organization may set mandatory fields for vital signs. The system can accommodate vital sign documentation to contain pertinent

	Requirements: Does your Solution...	A	B
			comments such as patient position, specific body site.
170	Provide the ability for the user to define normal values and allowable ranges for vital signs. (For example, set the allowable range for patient temperature to values between 94 F and 107 F.)?	Y	Ranges and user-defined parameters for normal values can be defined.
171	Present a list of prompts to the user when charting vital signs. For example, prompt a user for “site” after temperature is charted, with the allowable “site” labels of axillary, oral, rectal, or skin?	Y	Soarian is able to present a list of customer defined values, for example, a user is prompted for site after the temperature is charted with allowable values of auxiliary, oral, rectal or skin. In addition, a Clinical Note can be added when documenting Vital Signs. An abnormal value alert will display as vital signs are entered. Soarian will also trigger alerts based on calculated values or user defined logic.
172	Support automatic conversion to metric units if collected in standard format, and vice versa?	Y	Soarian supports the capture and display of weight and height in both English and metric with automatic conversion to metric if collected in standard format and vice versa
173	Provide an alert or other indication when abnormal values are entered?	Y	An abnormal value alert will display as vital signs are entered.
174	Provide alerts based on calculated values, user defined logic, and/or Medical Logic Modules (MLMs)?	Y	Soarian will trigger alerts based on calculated values or user defined logic.
175	Support summarized viewing of vital signs?	Y	Vital sign views are configurable.
176	Support the acquisition of vital sign data electronically from physiological monitoring devices?	Y	Soarian® Device Connect (SDC) provides an automated approach for nurses to collect vitals data such as temperature, pulse, and blood pressure on-line from spot-check vital signs monitors. After validation, collected data can be transmitted to a clinical repository with a single key stroke.
177	Support vital sign graphing?	Y	Vital signs can be selected for trend analysis either in a graphical or linear representation.
	Results Management		
178	Support trending and graphing of result information (e.g., graphing of target behaviors against medications) over time?	Y	All results can be graphed and trended. Soarian does not currently support a graphical view of lab data in context with clinical findings and medications. However, on the Clinical Summary a customer can build a graphical display of result and/or assessment data and display it next to the medication administration or medication orders for

	Requirements: Does your Solution...	A	B
			the patient. In this way the user can see the administered dose of a medication and the associated result data or vital signs and compare the two data sources.
179	Support the ability to launch images from results view?	Y	Soarian enables you to link to any image/study that is stored in any other repository. On interface, the transaction also provides the URL information that is required for the link. If the data is a report and image, on opening the report you will be able to click on a link to view the image. If the data is strictly an image, no report, an icon will represent that, and on clicking the icon the image will be displayed.
180	Support pending and preliminary results display. Incorporate this capability with a lab tickler system, such that the physician can see which labs have been ordered and which lab results have actually been obtained?	Y	<p>Results are typically interfaced into Soarian from the ancillary system and they are responsible for 'releasing' the result. Preliminary results that are received are displayed in italic font to differentiate them from Final Results. The user can drill down to the result detail for any result to see the actual status. If results are manually entered on Soarian, we support a Preliminary status.</p> <p>Result Notification preferences determine whether to display pending results on the user's worklist to determine labs ordered but not resulted.</p>
181	Support multiple normal reference range values for individual observations?	Y	Users can see the defined ranges whether from the lab or manually defined when they view the results. If the lab values are interfaced from a lab system, the lab system is sending the values with the HL7 indicators of high, low, critical high, critical low etc. Therefore the lab system the facility receives the results from would need to support individual ranges, Soarian shows the result the lab system sends with the reference range associated to it from the lab system.
182	Provide alerts when abnormal or critical values are indicated, along with reference ranges for each test?	Y	We display and store the result value as it was sent on the transaction and store other data such as abnormal indicators,

	Requirements: Does your Solution...	A	B
			reference range. unit of measure, etc. as separate fields in Soarian. Appropriate alerts will display on the census and Alerts worklist.
183	Provide ability for the physician to add comments to lab results?	Y	A clinician may add a Clinical Note when viewing results on the Patient Record. By clicking on the result, the Context Sensitive Menu displays. If the user selects COMMENT from the Context Sensitive Menu, a Comments screen will display and a free text note may be entered and associated with the result.
184	Display clinicians who have reviewed individual results?	Y	The Details tab enables you to view the result details in a read-only format. The upper section displays the result finding display name, value, normal range, dates, status, and the names of the people who requested, performed, read, and signed the result. When the result has associated notes, the lower section displays the notes in reverse chronological order with the note entry date/time, observation date/time, finding name, values, and note content followed by the entry person's name and title.
185	Support access to results using flexible search criteria and non-unique service names?	Y	<p>Soarian allows users to define synonyms to the service name, which can be used in searching for services to order or view of findings/results. Soarian provides for an unlimited number of synonyms/acronyms per test/service/procedure.</p> <p>The Search tool supports searching by data type. You can search the patient record for any diagnostic or non-diagnostic (i.e. nursing) findings or notes that are viewable on a flowsheet.</p>
186	Support user configurable flowsheets for specialized results presentation?	Y	<p>Soarian provides all clinical users with both detailed and summary views of new results for inbound results from ancillary systems:</p> <ul style="list-style-type: none"> • one, two or three day summary results view as an integrated

	Requirements: Does your Solution...	A	B
			component of the patient census list <ul style="list-style-type: none"> • a longitudinal view of results across visits • a results worklist - for example, results to be signed, renewed and viewed • configurable flowsheets that provide support for specialized results presentation - i.e., problem-based
187	Support the ability to automatically route results to a printer or a provider worklist based upon result value (e.g. abnormal)?	Y	Results may be routed to the provider's New Results worklist; The Result Notification preference category enables providers to define which results appear in the New Results Worklist. Results may also be routed to printers and is dependent on the printer configuration.
188	Post new results to the worklist of the ordering physician?	Y	Result notification preferences include "Dr Relation to patient"
	Order Management		
189	Provide a user-configurable set of starter models of orders for services and other orderables?	Y	Soarian offers starter sets for Orders. Orders starter set currently includes: <ul style="list-style-type: none"> • detail order form for all order types • services (orders) for all nursing and departmental order types • model reports
190	Support that data within the electronic health record (e.g., recent weight, height, etc, automatically populate specific order sets, as appropriate)?	Y	EMR data can pre-populate order detail forms. This is defined with the Soarian Adaptability tools.
191	Support configurable order categories and order detail screens?	Y	Starter set Order Detail forms enable users to enter patient-specific order details in order placing workflows. Starter set services and Order Detail forms are categorized by service type and subtype to expedite order placement workflows. Soarian enables orders categorization of personal favorites, diagnostic, therapeutic, unit favorites, etc. Clinicians can configure displays specific to their role. You may configure order entry to meet your needs.
192	Support configurable order categories for multiple categories –e.g., pharmacy, lab, radiology, consultations, dietary, dental, etc.)?	Y	Please reference the previous response.
193	Support an unlimited number of orders per department?	Y	With Soarian, the user can place an unlimited number of orders per

	Requirements: Does your Solution...	A	B
			department.
194	Enable age-based applicability criteria for orders?	Y	Order sets can be defined by physician, facility, department, clinical diagnosis, age, and patient population. Order sets can be presented and selected by user-group/specialty. Soarian uses the applicability criteria to determine which order detail form appears when the service is ordered.
195	Support links to external web sites and networked documents during order entry?	Y	Within order picklists or order sets, reference links can be configured that allow access to hospital policy/procedures or external reference information. Alerts can also contain links to reference material.
196	Incorporate or otherwise support configurable clinical guidelines, prescribing references, and specific medical websites?	Y	Please reference the previous response.
197	Incorporate health-maintenance goals and a tickler system to ensure such goals are brought to the clinician's attention during order entry?	Y	With Soarian Clinicals, you may create a "plan of care" visit - a visit that would remain open to manage care planning across the continuum. With any visit and between visit care, clinicians can use the clinical summary to see status of the patient's treatment goals and will be directed to perform care based on orders generated from this Plan of Care.
198	Support the ability to access ordering workflows from the patient record chart to quickly reorder existing item or add new items?	Y	<p>Clinicians may access ordering workflows directly from the patient record by selecting the Order tab. The clinician may existing items reorder or place a new order for the patient.</p> <p>Additionally, Soarian provides the ability to take action directly from the results display. Selecting an item from the results display, presents it to the physician for re-order. For example, if the physician is viewing the patient's recent CBC results and notices an abnormal Hematocrit; she can order a repeat CBC directly from the result display.</p>
199	Support the ability to easily navigate with one-click from an alert or reminder to the ordering module?	Y	Alerts can be defined to suggest an action, in which case the suggested action appears as an additional link. This link appears below the alert

	Requirements: Does your Solution...	A	B
			and enables you to perform the suggested action.
200	Facilitate order management through a single screen display?	Y	<p>A single screen order management display is supported. Additionally, order entry workflow is streamlined with standardized, best practice order sets, cross patient work lists, and an integrated workflow and rules engine. Soarian enables orders categorization of personal favorites, diagnostic, therapeutic, unit favorites, etc. Rapid navigation occurs through common lists of medications, studies and procedures specific to the physician's individual scope of practice. The specialty-specific "common" lists allow the physician to select from items important to him or her.</p> <p>Specialty-specific order sets allow the physician to easily select groups of orders related to diagnoses and procedures most frequently managed in the physician's scope of practice.</p>
201	Support sequencing/sorting of order displays by user preference, (e.g., chronological, order status, medication class (e.g., antipsychotic history, anticonvulsant history, antibiotic history), diagnostic class)?	Y	<p>Soarian supports a variety of order displays such as:</p> <ul style="list-style-type: none"> • Display orders by status and service/department or sub-department. • Display orders by status and time frame, e.g., time range. <p>Display orders by status and sequence (chronological or reverse chronological).</p> <p><i>Orders can be sorted by various other user defined criteria using the report writer.</i></p>
202	Enable online review of orders from prior encounters?	Y	Soarian provides a longitudinal record and historic orders are always viewable by order.
203	Support provisional orders (e.g., orders requiring countersignature) with alerts to remind a physician to countersign such orders?	Y	Soarian supports provisional orders, e.g., orders entered by a medical student that requires countersignature. Soarian provides signature authentication and countersignature functions.
204	Support one-click sign-off orders from reminders, alerts?	Y	The Alerts Worklist enables you to view alert tasks, to add a note to an

	Requirements: Does your Solution...	A	B
			alert, and to access the area where the alert can be acted upon. Similar functionality is available throughout Soarian by clicking the! icon that appears in the Census and in the Patient Summary for patients to whom an alert has been associated.
205	Supports order reminders in a single location on clinician’s home screen?	Y	Soarian provides worklists viewable from the clinician’s census which displays upon log-in that will provide reminders about orders requiring co-signatures, orders approaching expiration, etc. Notifications, warnings, and reminders issued by the system during order entry display with the order in the shopping cart instead of interrupting the user’s workflow.
206	Support the ability for the authorized user to discontinue, cancel, cosign to activate, revise, renew, hold, and resume orders?	Y	<p>A user’s logon determines level of access and permitted functions. Soarian supports the ability to:</p> <ul style="list-style-type: none"> • Discontinue or cancel existing orders • Revise/renew existing orders discontinues original order and places extension or revision of order upon original or revised information • Countersign orders entered by non-physicians, includes ability to cancel non-performed orders without countersigning first. Based on user authorization, e.g. med student scenario, orders can be inactive until authorized by a designated cosigner. • Orders can be placed on hold using the suspend orders function. • Suspended Orders can be resumed using the resume function.
207	Support the ability for facility to configure, set and manage rules for order holds and discontinuations?	Y	With the Soarian workflow engine, the system can automatically discontinue or hold orders based on a user-defined change in status (e.g., transfer, discharge, surgery, etc).
208	Allow orders with inactive or unverified status to be revised and finalized without requiring	Y	Pending activation orders are signed orders that are pending a

	Requirements: Does your Solution...	A	B
	discontinuation and reordering?		triggering event to become active. If you revise an inactive order, Soarian applies your changes to the inactive order.
209	Support automatic discontinuation of future occurrences of active orders upon patient discharge?	Y	Soarian automatically discontinues all future order occurrences on discharge with the exception of discharge orders.
210	Support the ability to enter, by default, patient factors (nursing findings and ADT information) into order details/session and to update patient factors back to the nursing assessment and the Admit/Discharge/Transfer module (for specific ADT fields) as a by-product of the ordering session?	Y	Soarian eliminates redundant data entry and updates the patient medical record. Data can be carried forward from assessment to orders and vice versa, automatically pulling available patient data.
211	Support the ability to locate and review departmental or facility-specific policy instructions or standards of care during order entry?	Y	
212	Support a configurable standard set of admissions orders to choose from that support the specific environments of DBHDS training centers, psychiatric hospitals, forensic units, sexual offenders units, Hiram Davis Medical Center (general hospital) and geriatric hospitals/units?	Y	Alerts can be defined to suggest an action, in which case the suggested action appears as an additional link. This link appears below the alert and enables you to perform the suggested action.
213	Support the ability for DBHDS and each facility to manage and configure such admission orders, policy instructions, and standards of care?	Y	<p>A single screen order management display is supported. Additionally, order entry workflow is streamlined with standardized, best practice order sets, cross patient work lists, and an integrated workflow and rules engine. Soarian enables orders categorization of personal favorites, diagnostic, therapeutic, unit favorites, etc. Rapid navigation occurs through common lists of medications, studies and procedures specific to the physician's individual scope of practice. The specialty-specific "common" lists allow the physician to select from items important to him or her.</p> <p>Specialty-specific order sets allow the physician to easily select groups of orders related to diagnoses and procedures most frequently managed in the physician's scope of practice.</p>
214	Support business rules in a workflow engine which can trigger automatic placement of orders "in the background" (non-medication order only) as per healthcare provider's policy (e.g., initial ordering of	Y	•

	Requirements: Does your Solution...	A	B
	clozapine prompts order of a clozapine monitoring protocol, suicide precautions triggers suicide risk management protocol, and restraint triggers restraint protocol)?		
215	Push verbal orders to an unsigned orders work list to require a signature?	Y	At the time of order entry, the order is identified as a verbal order that is then sent to the physician's worklist for countersignature.
216	Provide capability to screen for duplicate orders by evaluating each order for the presence of identical active, held or unsigned orders?	Y	<p>If DBHDS uses the duplicate checking feature, the application will automatically detect when a duplicate order has been placed. Duplicate order checking evaluates each order for the presence of:</p> <ul style="list-style-type: none"> • Identical active orders • Identical held orders • Identical unsigned orders (orders needing countersignature to activate) • Recurring order with overlapping active time • Evaluations of start and stop time of active, held, unsigned order. • Duplicate orders based on ingredients <p>If a duplicate order is detected, Soarian will display the current order and future orders along with possible conflict of the new order with previously entered orders.</p>
217	Provide duplicate order screening between panels of items and components of the panel, e.g., the LFT order panel and the PT/PTT, amylase, total bili, direct bili, alk phos components of the panel?	Y	Soarian duplicate checking looks at the items in a panel and flags duplicates at the order level.
218	Support open-ended orders?	Y	<p>An open-ended order is one that does not have a stop date, order duration or number of times entered. Typically, nursing orders and/or intervention type orders will use open-ended orders. The open-ended order shows text "until d/c," e.g., "walk patient down hall twice daily until d/c."</p> <p>The system generates three days of occurrences at a time (using</p>

	Requirements: Does your Solution...	A	B
			recurring orders Preference) for open-ended orders until the criteria to stop generation are met.
219	Support one-time orders?	Y	Soarian provides comprehensive order management functionality including support for one-time orders.
220	Support medication tapers and titrations?	Y	Soarian provides extensive flexibility to provide the user with the ability to enter all of the order types encountered, including tapers and titrations.
221	Support future orders. (e.g., once Lithium steady-state is reached, LIP is prompted with order set for lab testing frequency and protocol based upon best practices APA's & AACAP's guidelines)?	Y	Soarian supports entry of orders with future date/time as active orders for an existing visit. Future orders can be placed, based on user-defined time frame parameters by performing department. Time frame parameters for future orders can be set at the enterprise, entity, and user group level. Using the workflow engine, you may define triggers or reminders for ordering clinicians.
222	Provide that the user is able to define the order priority, intervals between the performance of the service, start and stop date, order duration, or conditions under which the service is repeated such as "until BP < 100."?	Y	Soarian supports an unlimited number of entries for priority that are hospital defined. Orders provide the flexibility for hospital-defined parameters of order processing according to the policies and needs of the hospital. Once an order is selected, the physician's most commonly used order parameters— duration, frequency, method of administration, etc. — default into the appropriate fields to expedite the order entry process. Soarian allows the clinician to enter or modify any order parameters (e.g., Hold for HR <60, until BP < 100).
223	Support add-on orders?	Y	Soarian accepts orders from ancillary system including add-on orders via HL7 transactions. Ancillary departments can provide add-on orders to an existing order. Individual users with appropriate security can revise an order.
224	Support free text orders?	Y	Soarian displays free text medication and non-medication

	Requirements: Does your Solution...	A	B
			<p>orders in a manner that distinguishes them from other orders. A free text order, either medication or non medication, will be visually distinguished from a predefined order in two ways:</p> <ul style="list-style-type: none"> • Free text orders are always displayed in quotation marks • Free text orders may also be displayed in a different color (purple), depending on the state of order.
225	Expedite notification of STAT orders via multiple delivery mechanisms (e.g., routing to STAT printer, designated beeper, workflow engine)?	Y	<p>An alert may be provided through routing to separate printers. Soarian also provides the ability to page appropriate person for STAT orders.</p> <p>Furthermore, the use of workflows allows for automatic escalation for overdue activities (e.g., stat lab order not resulted within 15 minutes).</p>
226	Support that certain specific orders will trigger additional review as set by facility (e.g., utilization of two or more antipsychotics in non-cross-taper triggers notification to pharmacist and medical director)?	Y	You may set orders up to require additional review. If the order requires additional signing / acknowledgement, it would appear on the appropriate user's worklist based on the service definition that requires such review.
227	Support that some orders trigger a link to a standard documentation note?	Y	Soarian provides the ability to link clinical documents to services in the Service Catalog. The customer decides what documentation is relevant to a specific order. When a clinician places an order, the linkage is there and the documentation is available to the user responsible for completing it.
228	Support that some orders trigger secondary processes – e.g., an antipsychotic medication change due to a complication should trigger an ADR (Adverse Drug Reaction) process and a report from clinician to pharmacy?	Y	The system supports ADR surveillance with the workflow and rules engine.
229	Support a parallel system of “actionable requests” that are not physician orders per se, but go out to secretarial staff, nursing staff, residential staff, psychologists other physicians etc.?	Y	Alerts and Suggested Actions can be routed to specific roles via the Workflow Engine or the Rules Engine.
230	Track response to actionable requests including the use of a tickler system?	Y	The Workflow Engine can track if an alert has been addressed over a

	Requirements: Does your Solution...	A	B
			specific period of time. If it has not then an escalation notice can be sent. If a clinical event occurs that no longer requires an alert then the alert can be set up to be automatically removed.
	Order Sets		
231	Provide for order sets which allow authorized users to group order items by institution, category, function, physician, favorites, diagnosis, procedure, department, specialty service, and user defined categories?	Y	<p>Orders enable categorization of personal favorites, diagnostic, therapeutic, unit favorites, etc. Orders within a set can be modified or deleted at the time of order entry.</p> <p>Soarian provides configuration tools for creation of order sets. Order sets may be created by units, user, diagnosis, service, etc. The data dictionary/available services are defined in catalogues that are maintained at the enterprise or organization's level. Templates are delivered and are customizable. These can have orders from multiple departments in the set.</p> <p>User logon ID and specialty can determine the order sets made available to the practitioner.</p>
232	Support full configurability of order sets and the utility/management of such by the department and each facility?	Y	Soarian enables you to build or modify order sets for all areas of your organization. The creation and/or adaptation of these order sets is built upon tools and content delivered with Soarian. While order sets are generally built by IT (either centrally or at each facility), you determine the model that works for your organization.
233	Support that order sets be a component of clinical decision support modules. (See Clinical Decision Support)?	Y	Soarian's Rules Engine is a clinical decision support tool that uses Arden Syntax to build and run rules to provide a system of alerts and reminders to assist in the clinical decision making process. Rules can be triggered on-line within an ordering process, or asynchronously to monitor changes in patient condition entered into the patient's electronic record that would warrant a change in the patient's orders. Rules written in Arden Syntax

	Requirements: Does your Solution...	A	B
			<p>can be shared easily with other organizations and modified to meet their specific practice guidelines.</p> <p>The Rules Engine performs sophisticated alerts and reminders using multiple sources of data including patient demographics, laboratory values, and medication information. Rules can run at the time of ordering to alert physicians of contraindications and suggest differing courses of action.</p>
234	Provide for order sets to be presented and selected by user-group/specialty?	Y	Order sets can be defined by physician, facility, department, clinical diagnosis, age, and patient population. Order sets can be presented and selected by user-group/specialty.
235	Provide that order sets enable the user to select and deselect orders depending upon the need of the patient; each item is a separate order. (e.g., Order Sets may include facility-specific and/or age-specific and/or MH hospital/training center specific admission orders, suicide precautions, restraint order sets, coumadin order sets, clozapine order sets, ECT request order sets, etc..)?	Y	The system provides support for various types of order sets, including those which allow the user to select and deselect orders depending upon the need of the patient; each item is a separate order.
236	Support that configurable order sets trigger links to standard documentation notes?	Y	Soarian provides the ability to link clinical documents to services in the Service Catalog.
237	Provide the capability for the physician to enter sets of admission orders from pre-defined order sets based upon either a patient's diagnosis or the procedure for which the patient is being admitted?	Y	Soarian provides the capability to enter sets of admission orders from pre-defined protocols/order sets based on diagnosis or procedure. The Rules Engine may be used to trigger these orders based on defined criteria, such as the patient admission.
238	Support order sets that are governed by the clinical practice guidelines of a facility or the Department?	Y	Soarian Clinicals provides tools for the health system to add its own internal care guidelines or national guidelines. Clinical Practice Guidelines from your organization or others, including the National Guideline Clearinghouse, can easily be incorporated into Soarian's physician order entry module.
239	Support configurable personal order sets as developed by individual clinicians in addition to those developed by DBHDS and facility?	Y	Physician specific order sets are built by IT and may be extended to other physicians. Physicians may

	Requirements: Does your Solution...	A	B
			edit their order sets on the fly to accommodate patient specific needs. Additionally, end-users who have the proper security permissions to select orders for which they have already completed details can save them as "Personal Favorites", so that they may re-used.
240	Support serial orders via order sets (e.g., migration of diet from NPO to clear liquid to soft)?	Y	This can be built as a convenience order set or by using the workflow engine as an event driven process.
241	Support configurable order sets by facility, specialty service, diagnoses, problems, and department?	Y	Soarian is highly configurable and supports order sets as requested.
	Physician Order Entry		
242	Support intuitive, quick direct order entry by physicians/LIP's (Licensed Independent Practitioners) with minimal keystrokes?	Y	Soarian is governed by adherence to and improving workflow and therefore includes capabilities for CPOE such as smart orders, order set favorites, online clinical decision support and much more.
243	Enable clinicians to select and enter orders based on the patient diagnosis or problem?	Y	<p>Soarian provides intelligent, workflow driven Physician order entry (POE) processing capabilities that help to optimize users' productivity and increase interdepartmental communications. Diagnostic statements and/or identified problems can trigger an order set. Clinical knowledge driven 'smart orders' support the physician in order entry, suggesting orders based on patient specific clinical findings.</p> <p>Soarian enables orders categorization of personal favorites, diagnostic, therapeutic, unit favorites, etc. Rapid navigation occurs through common lists of medications, studies, and procedures specific to the physician's individual scope of practice. The specialty-specific "common" lists allow the physician to select from items important to him or her. Specialty-specific order sets allow the physician to easily select groups of orders related to diagnoses and procedures most</p>

	Requirements: Does your Solution...	A	B
			frequently managed in the physician's scope of practice.
244	Include an interactive diagnostic assistance tool as a component of the order entry module?	Y/N	Soarian can use rules engine integration with orders to present suggestions, alternative therapies, alerts in the direct ordering workflow to give assistance when ordering. Soarian also uses diagnoses and problem to present order sets by problem/diagnoses to the user. Soarian also produces a list of possible nursing diagnoses and problems based on symptoms entered in the patient assessment.
245	Provide prompts to the physician/LIP to order all necessary and pertinent laboratory tests for medication management?	Y	Soarian can provide suggested labs by drugs based on rules defined in the clinical decision support.
246	Prompt the physician/LIP to utilize order sets?	Y	Order sets can be presented and selected by user-group/specialty. User logon ID and specialty can determine the order sets made available to the practitioner. Orders enable categorization of personal favorites, diagnostic, therapeutic, unit favorites, etc. Order sets can be defined by physician, facility, department, clinical diagnosis, age, and patient population. Orders within a set can be modified or deleted at the time of order entry.
247	Prompt the physician/LIP toward specific configurable notes, based upon the type of order – e.g., restraint order triggers restraint progress notes with easy link?	Y	Please reference the response to #227.
248	Provide that clinical alerts and reminders are configurable and can be managed at the facility level?	Y	Rules, alerts and workflows are configurable for each facility, department, etc, and may be managed at the facility level.
249	Provide that clinical alert and reminders can be assessed for their utility – e.g., reports that assess how many hard stops are overridden by pharmacy and LIP because they do not result in safety issue?	Y	You may report on alert overrides; a support for hard stops is a system future; date TBD.
250	Provide that clinical alerts are displayed at the time of order entry or documentation?	Y	Soarian supports a rules engine that enables the customer to design proactive clinical screening checks and order alert notifications, and reminders based upon patient-specific clinical information from pharmacy, radiology, laboratory, dietetics, and other systems. The alert is presented within the 'shopping cart' and can be addressed

	Requirements: Does your Solution...	A	B
			<p>on final review of orders. They do not pop up and disrupt the user's workflow.</p> <p>In addition to rules based alerts, Soarian uses the National Drug Data File (NDDF) from First DataBank for all non-rules based clinical checking including adverse reactions and side effects. At the point of medication order entry, online searches are invoked for drug-to-drug interactions, generic and therapeutic duplicate, allergies, and minimum and maximum does checking for single and daily doses. The clinician immediately sees the necessary information required to facilitate an accurate choice for accepting, revising, or rejecting the medication order.</p>
251	Provide visual cues alerting the physician to orders requiring countersignature and orders that are about to expire?	Y	<p>When the physician signs on, a census listing of his/her patients will display along with a worklist of activities, such as consults ordered, orders to be cosigned, discharge documentation to be completed, etc. Physicians may open worklist items and document directly from the worklist.</p> <p>Soarian Clinicals uses system-driven Worklists to present the user an overview of new information that exists for a patient. Some worklist types include:</p> <p>Orders to be Signed Worklist – used to maintain the orders to be signed or co-signed for the patients on the selected census, e.g., a physician's order that has been entered into the system by a clerk or a nurse.</p> <p>Orders to be Acknowledged Worklist – enables you to acknowledge and access the orders that have yet to be acknowledged for your patients. This worklist is populated when an order that has been defined to require an acknowledgement is ordered for a patient to whom you have a</p>

	Requirements: Does your Solution...	A	B
			<p>relationship.</p> <p>Orders Approaching Expiration Worklist – enables you to renew and access the recurring orders that are approaching expiration for your patients. Your orders Approaching Expiration Worklist is populated when your recurring orders are scheduled to expire within the date range you define in the Current Orders preference category.</p>
252	Support automatic population of weight from record database into order prompt and provide weight-based dosing/dose-adjusted orders?	Y	<p>Any observation field (such as smoking indicator etc.) can be defaulted on an order form and charted from an order detail form. The weight based dosing feature for medication orders includes algorithms for calculating weight based volumes for oral liquid dose form medications, calculating weight based volumes for intravenous bolus medications and calculating weight based rates for intravenous maintenance fluids. These dosing suggestions are presented to the physician to facilitate entry of pediatric medication orders.</p> <p>For weight-based orders in Soarian, the weight-based dose will display together with the calculated dose in the order sentence (e.g., "Cefotaxime (Claforan) 435 mg/dose (150 mg/kg/day) IV every 8 hours") and all further detail can always be viewed on the detail form.</p>
253	Support the ability to enter order parameters (ex. Hold for HR <60)?	Y	<p>Orders provide the flexibility for hospital-defined parameters of order processing according to the policies and needs of the hospital. Once an order is selected, the physician's most commonly used order parameters— duration, frequency, method of administration, etc. — default into the appropriate fields to expedite the order entry process. Soarian allows the clinician to enter or modify any "hold" parameters (e.g., Hold for HR <60).</p>

	Requirements: Does your Solution...	A	B
254	Provide context specific URL links to clinical research for a given alert or recommendation upon which it is based?	Y	URLs can be embedded in the suggested action that is created as the result of a rule trigger. The notification can either be posted to the Alerts worklist or directly on the ordering screen. For example, when a clinician selects a medication order the order will display on the Current Ordering session with a URL to access an informational site. Additionally, Soarian Clinicals provide the capability to link to reference information database from anywhere within a patient's medical record on the clinical desktop.
255	Provide that the Order Entry module supports "Hard Stops" (which prohibit the transaction entirely) and Soft Stops (which interrupt the transaction temporarily until additional prerequisite data is added.)?	Y	<p>Certain system edits will stop a clinician from placing an order until certain requirements are completed. If allergies have not been assessed, order entry can be prevented. If height and weight are not available, specific orders can be prevented from being signed. Fields can be made mandatory. Soarian does not support hard stops for missing elements such as diagnosis, DVT prophylaxis, smoking indicator, central line or vaccination. Soarian will provide an alert that will stop a provider from signing orders until the alert is explicitly overridden, including providing (this is a configurable option) a comment. This override is tracked in the system (viewable in order history, reportable.) Soarian does support a fine-grained level of authorization, so that specific users/user roles can be stopped from ordering certain medications - e.g. a PA cannot enter an order for a narcotic.</p> <p>Soarian supports soft stops and will always allow the clinician to override the stop. Overrides can be reported on.</p>
256	Provide that configuration and management of stops can occur at facility level?	Y	You may configure soft stops at the facility level.
257	Support that some soft stops can be overridden by	Y	Please reference the response to

	Requirements: Does your Solution...	A	B
	LIP, per rules established by the Department or facility?		number 255.
	Clinical Decision Support		
258	Support HL7-sponsored Medical Decision Modules (MDMs) and/or use of commercial libraries of rules to facilitate sharing of rules across institutions?	Y	Soarian's Rules Engine is a clinical decision support tool that uses Arden Syntax to build and run rules to provide a system of alerts and reminders to assist in the clinical decision making process. Rules can be triggered on-line within an ordering process, or asynchronously to monitor changes in patient condition entered into the patient's electronic record that would warrant a change in the patient's orders. Rules written in Arden Syntax can be shared easily with other organizations and modified to meet their specific practice guidelines.
259	Support configurable rules and Clinical Decision Support template formulation, testing, implementation, maintenance and quality management monitoring, with reports by facility and DBHDS?	Y	With Soarian Clinicals, rules and workflow processes are defined and applied per institution, department, or individual physician preference. These parameters are defined during the building of the rule. The rule authoring environment enables you to build, test, and manage rules.
260	Provide that medical decision rules may be initiated by the user (DBHDS and Facility) on demand, as well as being run by the system within the workflow as defined by the customer?	Y	Reminders, warnings and notifications generated from the Rules Engine appear in the Alerts Worklist category and with the patient's summary information that appears on every patient-specific screen (! icon). To manually select rules to be run for many patients, click the rules engine clinical calculator icon to display the Rules Engine dialog box. On demand rules run from the clinical calculator can be written to display in the bottom of the dialog or they can be routed to the Alerts worklist.
261	Include the ability for a clinician to subscribe to /unsubscribe from a rule, with proper authorization and security?	N	The ability to subscribe or unsubscribe from a rule is not currently supported. Although clinician can chose not to follow the suggestion posed by a rule (which can be audited) the system is designed to only send these rules (suggestions for action or care) to those that are designated by the institute. Your facility can chose to NOT send

	Requirements: Does your Solution...	A	B
			rules to certain clinicians based on user or role. The indiscriminate ability to unsubscribe to rules being offered during care is better handled by the design than by the choice of the individual user. This process and expectation may need to be discussed in more detail.
262	Include the ability to have hard stops and soft stops associated with specific Clinical Decision Supports?	Y	Soarian will provide an alert that will stop a provider from signing orders until the alert is explicitly overridden, including providing (this is a configurable option) a comment. This override is tracked in the system (viewable in order history, reportable.) Support for hard stops is a future; GA TBD.
263	Provide that Clinical Decision Supports be configurable to include, but not be limited to order sets, progress notes, assessment templates, crisis plan development templates? DBHDS-specific examples include, but are not limited to: Seclusion and Restraint Processes Suicide Risk Assessment and Risk Reduction Processes Aggression Risk Assessment and Risk Reduction Processes Falls Risk Assessment and Risk Reduction Processes Diabetic Monitoring Metabolic Screening and Monitoring	Y	In Soarian, rules can be triggered during various clinical workflows. For example, rules can be triggered during an assessment save, a manual result save, the selection of an order, etc. The data evaluated is determined within the rule logic. Soarian also integrates workflow engine technology into the system. The workflow engine notifies the user when immediate action is required and worklists appropriate items according to priority and schedule. By optimally directing tasks and resources, for example in response to a suicide risk assessment, the system will help improve communication and coordination . It also helps ensure task completion as well as reduce the time it takes to complete tasks, while reducing the resources consumed. Interactive, intelligent worklists prioritize and appropriately sequence provider activities.
264	Support automatic checking of medication/IV orders against medical decision support rules such as drug-allergy contraindication, drug-age contraindication, etc?	Y	Soarian provides comprehensive order checking to further ensure safe, efficient, cost-effective care. Duplicate order checking is configurable to meet the complex needs of your organization. Medication ordering further provides duplicate med checking with same drug, within a class of drugs and within

	Requirements: Does your Solution...	A	B
			<p>combination products. The system may be configured to provide dose limit warnings and contraindication checks based on patient diagnosis, age/weight, lab studies and procedures. DBHDS may configure duplicate order checking based on hospital-defined timeframes.</p> <p>At the point of medication order entry, online searches are invoked for drug-to-drug interactions, drug-allergy, drug-dose, drug-lab rules, generic and therapeutic duplicate, min/max dosing. CPOE workflows provide online screening of all med/IV orders to ensure safe and effective drug therapy. These automatic checks include allergies, therapeutic duplicates, drug interactions, maximum dosage, and IV incompatibility. The degree of severity of the contraindication immediately displays. The clinician immediately sees the necessary information required to facilitate an accurate choice for accepting, revising, or rejecting the medication order.</p>
265	Generate reminders, alerts, and suggested actions from the medical decision support module, as triggered by user-defined parameters?	Y	<p>During order entry, the system invokes online, real time, clinical decision support for specific clinician-patient interactions using best practices. This is supported with the integration with an Arden-syntax based rules engine, generating reminders and alerts as response to synchronous and asynchronous triggers. Additionally, Soarian's workflow engine coordinates processes (linear and simultaneous) to enable compliance with protocols and guidelines. In concert, with the workflow engine, Soarian Analytics enables management and monitoring of processes and outcomes including adherence to clinical alerts and reminders for single-threaded processes or complex clinical protocols and guidelines.</p>
266	Provide that users can selectively screen and	Y	In order to prevent user fatigue,

	Requirements: Does your Solution...	A	B
	disable or suppress 3rd party (FDB, UltimeDEX, etc) warnings/alerts, that the user deems “noise” to reduce alert fatigue?		reminders, notifications and warning levels can be configured, e.g., for drug-drug interactions, to only display for most serious interactions; no generic duplicate checking of meds selected in the same ordering session; no pop-up boxes. Notifications, warnings, and reminders can be configured so that they are not mandatory. The clinician can view the text but it is not mandatory to view and process the notification. Notifications, warnings and reminders can display with the order in the shopping cart (on the Alerts worklist), instead of interrupting the user’s workflow.
	Assessments		
267	Provide a user-friendly interface for recording client assessments?	Y	Assessments support the clinical team's workflow in collecting patient clinical observations. Prompts guide the user through the assessment process and facilitate the workflow. Throughout the navigation, alerts are generated containing recommended actions to perform including additional assessment data elements to collect. The assessment workflow is driven by the patient's responses. The branching may be based on the patient's age, sex, and medical problems. These workflows are configured based on facility-defined preferences.
268	Provide a starter set of user configurable, standardized assessments?	Y	<p>A key differentiator of the Siemens clinical information system offering to behavioral specialty organizations is our capability to support the complex requirements of patients with co-existing medical and mental health care needs. Siemens content library bridges medical, surgical and other specialty content with core behavioral and mental health content requirements. The Siemens clinical content strategy helps organizations to:</p> <ul style="list-style-type: none"> Accelerate implementation timeline by providing evidence-based content to facilitate system set-up and build

	Requirements: Does your Solution...	A	B
			<ul style="list-style-type: none"> • Enable improved data analysis and benchmarking by enabling common terminologies • Facilitate improved care processes through access to standardized clinical content <p>Soarian’s content library includes delivery of behavioral health specialty assessment and documentation tools that guide care coordination and treatment planning by all members the interdisciplinary team. Examples include:</p> <ul style="list-style-type: none"> • Behavioral Health Admission Assessment • Behavioral Health Patient History • Behavioral Health Past Medical / Surgical History • Behavioral Health Review of Systems • Behavioral Health Physical Exam • Behavioral Health Psychological and Social Assessment • Behavioral Health Behavior Management • Behavioral Health Daily Note • Behavioral Health Discharge Assessment • Behavioral Health Restraint Assessment • Behavioral Health Group Therapy Note <p>In addition, flowsheet charting functions are configurable to meet the needs of your organization and these can be customized to your organization’s preferences and regulations.</p>
269	Support assessments at initial admission, weekly, quarterly and annual intervals?	Y	Soarian supports admission, discharge, and interval assessments all levels of health care providers as well as on demand documentation at unscheduled times.
270	Provide for free text narratives with spell checking for assessments and assessment guidelines?	Y	Soarian allows the user to configure notes and accommodates unlimited free text. You can also create blocks of text to insert into text

	Requirements: Does your Solution...	A	B
			<p>fields in a letter using Soarian's Text Block Editor.</p> <p>The Text Block Editor enables you to create blocks of text that you can use to use to facilitate data entry in your assessments or clinical letters. You can associate text blocks to several hierarchical levels and each text block is assigned an acronym to expedite its entry into an assessment or letter.</p> <p>When using text blocks in clinical letters and assessments, your hospital organization can integrate a spell check application such as ieSpell. ieSpell is an Internet explorer browser extension that spell checks text input boxes.</p>
271	Support multiple electronic clinician signatures for authenticating assessments?	Y	Soarian accommodates multiple sign-offs linked to a single assessment.
272	Provide configurable templates to support assessment, including: Case formulation Self-assessment tools Barriers/problems Treatment foci Discharge criteria Goals Objectives Interventions Safety plans	Y	Soarian offers a robust set of pre-defined starter content based on best practices and industry standards. Soarian's pre-defined content helps health enterprises achieve best practices through standardization by facilitating common terminologies, standards of care, and documentation across the continuum. Soarian provides starter set forms, such as order and result detail forms, ADT forms, assessment forms, that you can customize to adapt to your healthcare organization's workflows and data collection needs.
273	Provide capability to present changes in assessment scores over time in numerical and graphical formats?	Y	Soarian supports the ability to perform simple calculations on available data. For example, Soarian can calculate assessment algorithms scores such as the Glasgow Coma Scale, Braden Scale, etc. in graphical format and tabular format.
274	Provide capability to access a user-identified set of objectives for a specific problem or barrier?	Y	Available through the plan of care functionality.
275	Provide capability to access a user-identified set of interventions for a specific objective?	Y	Available through the plan of care functionality.

	Requirements: Does your Solution...	A	B
276	Provide capability to support the identification of problems via assessments?	Y	As the clinical documented findings (i.e. assessments) are completed on a patient, the system will suggest a problem list at the end of the assessment. The clinician can decide to accept these problems and move on or will decide on which problems are to be excluded
277	Provide capability to aggregate initial and annual assessments into a comprehensive assessment (e.g., the Comprehensive Functional Assessment as specified by CMS for training center settings)?	Y	Soarian provides adaptability tools so that you can configure specific views of patient data, aggregating information from multiple disparate sources in presenting it in a logical, clinically relevant summary view
278	Provide capability to auto-populate fields in other areas of the record based on data from assessment?	Y	Data entered in one area of the record can pre-populate forms.
279	Provide capability to enter behavioral observation data in a variety of formats including frequency, duration and interval?	Y	You may configure documentation screens and forms to meet your requirements.
280	Provide capability to aggregate behavioral observation data and produce reports and visually display data across user-defined time periods?	Y	Please refer to the response to #277.
281	Provide capability to produce graphs comparing behavioral observation data against medication and programming changes?	Y	The Soarian Clinician Flowsheet will allow users to chart and graph numerical data and cause and effect views can be generated as long as both parameters are numeric. This will be available in 3.4, GA in 2013.
282	Provide capability to launch to the assessments module from the clinical summary module?	Y	Clinicians are just a click way from the assessment which can be launched from the Clinical Summary.
283	Provide capability to accommodate use of copyrighted or public domain assessments, inventories, etc.?	Y	You may configure documentation screens and forms to meet your requirements.
284	Provide capability to guide the user through the assessment process and workflow based on user responses and the individual's condition, age, sex, risk factors, etc.?	Y	Soarian guides the user through the assessment process and workflow based on user responses and patient's condition, age and sex. Soarian's applicability criteria enable your organization to define different assessments with context specific defaults and allowable values.
285	Provide capability to support conditional branching and collection of additional data elements using conditional logic defined in assessment forms?	Y	Conditional branching, conditional logic, charting by exception, and automatic default of assessment data are supported.

	Requirements: Does your Solution...	A	B
286	Provide an integrated application for capturing, encoding and electronically transmitting MDS (Minimum Data Set) assessment data to the CMS?	Y	<p>The Point-of-Care documentation needs that support “Physical Care/Assistance Required” can be adapted in a flow sheet to capture appropriate documentation for MDS coding. Targeted for 4Q2012, Soarian enhancements will provide a model MDS assessment. The assessment will allow data entry. Upon Save as Complete, Embedded Analytics will read the 600+ data fields and create an electronic file XML that the customer may then use to submit the data to CMS via jRaven.</p> <p>The MDS assessment will be supported by WFE workflows and reports to drive when the MDS should be completed and calculation of the RUG score.</p>
287	Produce a printed copy of completed MDS assessment forms as necessary?	Y	The Soarian Adaptability Tool provides our customers with the means to easily adapt and tailor their clinical data collection screens to support MDS requirements, as well as their print forms.
288	Generate alerts and reminders containing recommended actions including additional assessment data elements to collect?	Y	Alerts are generated containing recommended actions to perform including additional assessment data elements to collect.
289	Generate alerts and reminders to care providers to past-due assessments and documentation?	Y	While not a model workflow, you may create a workflow process to manage the creation and tracking of assessments and documentation. Soarian’s Workflow Engine can assist clinicians in completing required documentation according to your defined guidelines by alerting a clinician when an assessment is due or that a client experiencing a change in status so that an assessment is due.
290	Support Charting by Exception / Charting Within Defined Limits?	Y	The system supports charting by exception and charting within defined limits. For instance, on the Body System assessment each system allows the care giver to chart the following:

	Requirements: Does your Solution...	A	B
			<ul style="list-style-type: none"> • Within Defined Limits • No Change From Previous Assessment • Change From Previous Assessment <p>Soarian also supports the copy forward of documentation with the ability to change only the necessary items.</p>
291	Support provisional assessment documentation (e.g., documentation entered by a medical student that requires countersignature)?	Y	To support the requirements for attestation/co-signature of student or resident notes, Soarian is delivered with model workflow engine processes that will send the document to the responsible party to co-sign. These capabilities are being enhanced with Soarian Clinicals 3.3, GA 2Q12.
292	Provide capability to remind physician to countersign provisional assessments?	Y	The in progress assessment will appear on the physician's worklist.
293	Provide Pain Assessment Tools, including various pain intensity scales and criteria points for assessing pain?	Y	Soarian provides a best practice starter set of standard assessments, including scoring documents such as pain assessment tools, restraint documentation, Braden Scale, and Glasgow Coma scale.
294	Generate reminders, alerts, and suggested actions as triggered by user-defined parameters for relevant assessment information?	Y	Leveraging Soarian's workflow and rules engines, the system organizes tasks and information for the clinician based on the organizations predefined protocols. For example, upon completion of a skin assessment, it is determined that the patient is at risk of developing a pressure ulcer. A pressure ulcer management workflow would be initiated, and notify the respective providers (determined by customer) to initiate the respective protocol.
	Treatment Planning and Care Plans		
295	Provide a means to complete, track, and update a plan of care based on an interdisciplinary team review in accordance with certification requirements, with the care plan to include goals, objectives and service objectives that can be addressed and updated with periodic progress notes?	Y	Launched by suggestion from assessment data the POC allows for clinicians to quickly and easily implement a patient-specific care plan that is derived from best-evidence content. You may update plan of care components, including outcomes/objectives and enter notes to communicate patient

	Requirements: Does your Solution...	A	B
			status and characteristics. The system can monitor whether or not goals are being met. From the Patient Summary, you can also visualize a snapshot of the patient to include problems, outcomes, orders/interventions, medications, etc.
296	Support the development of interdisciplinary, standardized care plans / clinical paths e.g., for suicide risk, aggression risk, non-adherence with treatment?	Y	Soarian Plan of Care supports the interdisciplinary team and can be service or disease specific (such as suicide or aggression risk POC). Using knowledge-driven pathways and based on industry-standard terminology, the POC promotes best practice and goal oriented care.
297	Support configurability of treatment plan elements, including configurability of template treatment plans and schedules, which reflect best practices but that can be individualized by clinicians?	Y	"Create Plan of Care" screen is a workspace where the clinician chooses suggested standard plans, reviews all standard Plans of Care present for that patient and modifies orders and interventions not relevant for the patient as necessary. The use of Soarian's Plan of Care uses the same Order Entry function and catalogs streamlining the process of building, implementing and reviewing orders and order sets across the continuum of care.
298	Highlight or "flag" if a plan of care has not been initiated within a user-specified period of time?	Y	With the workflow engine, you may post a "Care Plan needs to be initiated" item on the clinician's worklist and an escalation to the Alert Worklist if a Plan of Care is not initiated in a designated period of time.
299	Identify variances from clinical pathways/care plans?	Y	Soarian provides the ability to identify and document variances to the patient's Plan of Care and to the patient's Orders that are part of that plan. The system will make the identified variances from the Plan of Care visually apparent to the user.
300	Support care plan modification, version tracking and reference lookup?	Y	Soarian supports modification and revision history. Soarian will support versioning in a future release. Currently, the user's rename a modified Plan of Care to denote version. You may have

	Requirements: Does your Solution...	A	B
			reference links or embedding evidence (e.g., Zynx) into the dialog at the point of care in the plan.
301	Provide the ability to launch and generate a plan of care from an assessment?	Y	As the clinical documented findings (i.e. assessments) are completed on a patient, the system will suggest a problem list at the end of the assessment. The clinician can decide to accept or reject these problems and accept and modify or reject associated plans of care.
302	Provide the ability to track patient progress against plan of care outcomes and interventions; including behavioral programs and medications?	Y	The system can monitor whether or not goals are being met.
303	Support plan versus actual variance tracking and reporting?	Y	Soarian variance reports are generated with Soarian Analytics.
304	Enable orders, which are entered after the plan of care has been assigned, to be incorporated into the plan of care?	Y	The user has the ability to add orders / interventions to a specific Plan of Care at any time.
305	Support plans of care that span across the care continuum as well as plans which are visit/episode specific?	Y	Soarian supports plans of care that span the continuum by establishing a 'visit' to cross multiple encounters, keeping the plan on going.
306	Support provisional documentation (e.g., documentation entered by treatment plan author)?	Y	To support the requirements for attestation/co-signature of student or resident notes, Soarian is delivered with model workflow engine processes that will send the document to the responsible party to co-sign.
307	Support reminders to physicians and other clinicians to review, concur, and sign treatment plan?	Y	You may configure desired alerts and reminders with the workflow engine in Soarian.
308	Support reminders set in a single location on clinician's screen?	Y	Yes, via the Alerts Worklist.
309	Provide the ability to automatically require a review of entries into the care plan based upon the user's role or security settings?	Y	The Plan of Care takes advantage of Soarian's workflow driven technology enabling Soarian Worklisting to notify the care team via their worklist when an intervention/task is required.
310	Provide that care plans are adaptable for different disciplines?	Y	Soarian Plan of Care supports the interdisciplinary team and can be service or disease specific
311	Provide ability to generate an initial treatment plan?	Y	"Create Plan of Care" screen is a workspace where the clinician chooses suggested standard plans, reviews all standard Plans of Care

	Requirements: Does your Solution...	A	B
			present for that patient and modifies orders and interventions not relevant for the patient as necessary.
312	Ability to populate treatment plans / care plans with demographic information, assessments, physician orders and screening information from fields originally populated from other modules?	Y	Soarian Plan of Care includes a centralized pathway/access to Soarian orders and allows clinicians to modify plans as needed. The process can be adapted and flexible for the clinician, allowing one to individualize the plan based on the patient's progress and response to treatment. The patient's expected outcomes (goals) are formulated and are associated with review periods thus prompting goal directed care.
313	Manage comprehensive treatment plans and reviews and generate date, time and signature automation?	Y	Soarian supports comprehensive treatment plans, providing a model workflow that will notify clinicians when the plan of care is due for review based on the organization's defined timeframe. If the review is not completed on time, then the notification is escalated to the appropriate care provider. There is an audit/history kept on the changes made to the plan, which includes the date/time, logon identification, and the specific change made.
314	Manage documents to generate a master treatment plan in behavioral health?	Y	Soarian provides the ability to combine a single plan of care / clinical pathway with elements from other plans of care. Clinicians may also add interventions/orders, outcomes and problems as need to tailor the plan for the patient.
315	Provide that treatment plan and care plan templates meet all regulatory agencies requirements (e.g. Joint Commission, CMS)?	Y	The Soarian Clinicals POC is designed to assist a busy clinician by helping to facilitate compliance with performance initiatives to meet Joint Commission / CMS Core Measures . Plans of Care will display on the "Create Plan of Care" screen. These are standards that the healthcare organization has chosen and generally would like the user to accept in order to decrease variance in care processes within and across clinicians. The facility has the flexibility to use their own

	Requirements: Does your Solution...	A	B
			best evidence or integrate content (problems, interventions, and outcomes) base on other scientific research from outside content providers. Soarian supports any source of content chosen by your organization, such as Zynx, Wolters Kluwer, NANDA/NIC/NOC, or your internally developed content.
316	Allow for edit of care plans after signature?	Y	Please reference the response to #311.
317	Provide for documentation of efficacy of interventions in the care plan?	Y	Plan of Care functionality includes updates to outcomes as well as free text notes. When a nurse documents the actual outcome as "Met" (examples: vital signs within normal limits, electrolytes within normal limits, effective pain management) then this documentation of being "Met" <i>conditionally updates the expected outcome</i> to a status of complete.
318	Alert the clinician of missing required elements in the treatment plan / care plan?	Y	Soarian Plan of Care functionality provides a dynamic roadmap for the patient that guides clinicians through the process of defining and managing patient Problems, Interventions and Expected Outcomes and associated timeframes to help ensure complete, patient centric plans. Soarian enables you to drive reviews and reminders. The reminder appears on the user's worklist and alerts worklist.
319	Provide that more than one person can access a care plan at the same time?	Y	Soarian is designed as a multi-user system. A user's activity in one part of the application does not preclude other user activity in the same part. Soarian implements a highly sophisticated locking mechanism to protect accidental over-write of the patient information by two simultaneous users.
320	Provide an audit trail of changes made to the plan?	Y	All data entries and data views are audited. Auditing policies are defined during product development. Customer IT staff can view who entered what data and when, who modified the data, who viewed the data, etc. Unauthorized access is audited as well.
321	Provide that care plan information can be populated from ongoing assessments?	Y	Soarian Plan of Care is an integral part of the Soarian Clinicals

	Requirements: Does your Solution...	A	B
			<p>solution. As a clinician documents assessments, rules deployed for assessment findings will suggest problems and will establish relationships between assessment findings as well as other variables in some instances and potential problems that the patient may have. Saving an assessment triggers the rules engine to evaluate the assessment values a clinician entered on the forms and generation of a problem list; one to many suggestions based on the documentation will be given to the user. The process is cyclical, ongoing and specific to the patient.</p>
322	Provide a Diagnosis and Legal Status Records listing?	Y	<p>A Diagnosis List is available through the CDP (chief complaint, diagnosis, problem) functionality of Soarian. The diagnosis is typically a highly structured, coded term with an associated code, such as ICD-9, but it may also be free text without an associated code. Legal Status may be documented and a workflow can be created that would track and generate reminders to the appropriate clinician to address legal status management.</p>
323	Provide ability to manage a complete listing and changes as updates occur?	Y	<p>Please reference previous response.</p>
324	Utilize admissions patient demographics data to populate fields in all plans of care and discharge planning documents?	Y	<p>The patient header appears across the top of every patient-specific screen and report in Soarian. The patient header displays demographic and clinical information for the patient whose data you are managing.</p>
325	Provide ability to manage documents and notes for both behavioral health and medical treatment plans?	Y	<p>Soarian Clinicals is designed to support the workflow of an interdisciplinary team approach to care managing the flow of patient data, including Behavioral Health. Starter sets are available including forms for use by physicians and other clinicians. The creation of nursing notes, physician, counseling, social worker notes, and discharge planning notes for use in outpatient and inpatient areas is supported.</p>

	Requirements: Does your Solution...	A	B
326	Provide standardized forms for treatment planning based on requirements?	Y	<p>Siemens Model Content provides the following:</p> <ul style="list-style-type: none"> • Base concepts that provide a robust set of building blocks for customer-defined problems and expected outcomes • Fully-expressed problems and expected outcomes t • A sample Plan of Care Template set that contains several Plan of Care templates <p>The facility has the flexibility to use their own best evidence or integrate content (problems, interventions, and outcomes) base on other scientific research from outside content providers. Soarian supports any source of content chosen by your organization, such as Zynx, Wolters Kluwer, NANDA/NIC/NOC, or your internally developed content.</p>
327	Provide capability to manage documents that incorporate wellness and prevention in the plan?	Y	You may define wellness and health maintenance protocols for inclusion in the patient's plan of care.
328	Provide ability to generate and manage clinical documentation of patient contracts in patient behavioral and medical care plans?	Y	Using the Adaptability toolset with Soarian, you define the required forms, as well as workflows to support this process.
329	Ability to generate an initial treatment plan?	Y	Please reference the response to #311.
330	Alert the clinician to missing required treatment plan elements and allow for completion of those elements without leaving the interface and without having to rewrite the plan?	Y	<p>Soarian Plan of Care is a component of a tightly integrated clinical solution. You may update plan of care components, including outcomes/objectives and enter notes to communicate patient status and characteristics from the Plan of Care workspace.</p> <p>“Create Plan of Care” screen is a workspace where the clinician chooses suggested standard plans, reviews all standard Plans of Care present for that patient and modifies orders and interventions not relevant for the patient as</p>

	Requirements: Does your Solution...	A	B
			necessary. The use of Soarian's Plan of Care uses the same Order Entry function and catalogs streamlining the process of building, implementing and reviewing orders and order sets across the continuum of care. If the user wishes to modify any current orders for the patients that are contained in the Plan of Care, this will be reflected in the overarching orders view.
331	Ability to manage documents to generate a master treatment plan in behavioral health?	Y	Soarian considers the patient to have one Plan of Care that may be composed of one to many problems and "plans." The user can add orders/interventions to the Plan of Care. The system performs duplicate checking on orders across all plans.
332	Provide ability to manage both structured and free text notes in the plan?	Y	Numeric, alphanumeric, and free text data fields are supported. Soarian also supports the capture of discrete data in the form of pre-defined templates, user-defined selection lists or pick lists, drop down boxes, pull down lists and coded /structured text. Free text fields/comments can also be associated with particular data elements.
333	Provide capability to manage comprehensive reviews and generate date, time, and signature stamps for such?	Y	Soarian Plan of Care has a "Review Plan of Care" function that will assist organizations in meeting regulatory and healthcare agencies policies that deem caregivers are responsible for reviewing a patient's Plan of Care at regular intervals throughout their episode of care or visit. The review process can be workflow driven based on assigned time parameters as well. For example, if a Plan of Care has not been reviewed in the last 24 hours, an alert will be placed on the nurses' "Alert" worklist to review/sign the plan of care.
334	Allow for flexibility of meeting Long Term Goals or Short Term Goals in the plan, at any point during	Y	The system provides the ability to enter results and chart outcomes

	Requirements: Does your Solution...	A	B
	admission?		directly from the Plan of Care. Reporting tools would enable users to determine the percentage of goal completion.
335	Interface patient Medication Administration Record to the plan of care?	Y	Soarian Plan of Care functionality is part of the integrated clinical system such that the patient MAR is just a click away. Additionally, the Clinical Summary in Soarian provides up-to-date clinical information in an easy-to-view format to include assessments, patient problems, patient care goals, medications, vital signs, outcomes, allergies, and Advance Directive/Code Status to name a few.
336	Support treatment reviews by providing capability to date, track, and update input from individual team members and interdisciplinary team members prior to and during treatment reviews?	Y	Please reference the response to #334.
337	Include treatment planning interfaces that allow dated parameters to be set from within the planning interface, start date, duration, review dates?	Y	Review dates can be included within the note.
338	Provide capability to manage multiple digital signatures in signing off on treatment plans?	Y	Each time the plan of care is updated, orders added, etc., the system captures the clinician's name, credentials, date and time. Soarian offers a signature that is verifiable within the context of its security mechanism. All action within the system is auditable and all data changes can be versioned.
339	Provide the capability for site-specific group scheduling, including selection of group members, change of groups, and the ability to generate the patient specific group listing (e.g., for interventions to meet a goal)?	Y	The system partially supports group appointment scheduling. The system administrator can configure the number of appointments/quota allowed per timeslots (e.g., 10 patients in a 2 hour class or 10 patients in a therapy session). The system will return available time until the configured quota is met or the user can visually place patients into the slot until the maximum quota is met. The customer would set up the proper activities that represent "group sessions". Each patient needs to be scheduled individually for that activity and receive their own appointment.
340	Provide a "bulletin board" capability for communication of important information?	N	Soarian is not dependent on bulletin board functionality.

	Requirements: Does your Solution...	A	B
341	Provide an alert to a supervisor when a group leader is absent?	Y/N	A supervisor has access to the census view of a group leader and could see if the patients/residents are covered. This can also be accomplished via team coverage models to ensure patient/resident coverage.
342	Allow a group leader to post a session plan for use by a covering clinician?	Y	Authorized clinicians may update the patient's plan for use and access by authorized staff members.
343	Provide the capability to link individual progress notes and group participation notes to elements of the treatment plan, e.g., goals and objectives?	Y	Notes may be associated with goals and objectives on the treatment plan.
344	Provide capability to interface with each discipline's admission assessments to generate a Strengths Listing?	Y	Configurable with the Adaptability tools.
345	Support the use of Nursing Diagnosis Language for both psychiatric problems and medical problems related to all age groups?	Y	Siemens delivers a Plan of Care Model Content which contains "problem" and "expected outcome" concepts that are based on International Classification of Nursing Practice (ICNP). The hospital organization must associate the problems, interventions and expected outcomes based on their internal analysis of what they wish to implement for the clinical team. ICNP is an international standard distributed by the International Council of Nurses (ICN), and endorsed by the World Health Organization (WHO) and the American Nurses Association (ANA).
346	Support the use of Patient Centered Language, e.g., via an editing tool that offers replacements for judgemental terms ("refused medication") with objective terms ("declined medication")?	Y/N	Judgmental terms are minimized with templates that limit these terms.
347	Allow the user to flag information from an assessment (e.g., a treatment recommendation) to appear in the treatment plan?	Y	Documented findings may trigger workflows to assign or suggest treatment recommendations. Additionally, Soarian provides the ability to suggest appropriate patient problems at the save of an evaluation forms / assessment or to drive the suggested problem to a clinician's worklist. Problem list management provides the ability to associate appropriate plan or group

	Requirements: Does your Solution...	A	B
			of plans of care to the identified problems
348	Support the use of best practices by pushing information relevant to problems and their treatment to the care provider?	Y	Please reference previous response.
349	Allow treatment enrollment to be limited/capped and overridden by user?	N	Rules can be added to consider certain treatment or treatment plans to be reviewed for authorizations depending on insurance coverage and/or type. These rules can alert the appropriate member of the care team as appropriate.
350	Generate simplified treatment plan directions from a more comprehensive plan?	Y	Soarian provides tools that enable customers to define reports/documents that may simplify the plan, for example to be shared with patients. One Siemens customer, Main Line Health, developed a patient-directed "Daily Care Plan" or report to help inform patients and families of the care they receive while in the hospital. This plan serves as an information summary and a communication tool for the patient, the family, and the care team and is helpful in guiding the care conference.
351	Generate a summary of the comprehensive treatment plan for individuals to print and use?	Y	Please reference previous response.
352	Generate a worklist from the treatment plan for use by patients (e.g., for daily activities, weekly activities, goals, etc.)?	Y	With reporting tools.
353	Allow limited patient access for the completion of surveys (satisfaction, treatment response, etc.)?	Y	Patient self assessment and completion of surveys is supported through the use of the Siemens MobileMD Patient Portal.
354	Monitor utilization rates of treatment interventions and modalities to assist the care provider in modifying treatment programming and scheduling?	Y	Soarian Analytics is the reporting tool within Soarian that can be used to generate the statistical data to show the outcomes of the protocols that have been implemented by the organization.
355	Provide access by users in the field to document treatment attendance and participation?	Y	Soarian supports this requirement with its documentation tools and remote access capabilities.
356	Track attendance hours, participation and progress for patients attending a group session, and populate the treatment plan with this information?	Y	For tracking purposes, the patient appointment detail will give you a status for the appointment of attended, no show, or completed. The user can

	Requirements: Does your Solution...	A	B
			filter to see cancelled appointments for the patient. Included in the display is the primary resource for the appointment (therapist), as well as other appointment details, such as reason, diagnosis and appointment comments. If the therapist entered appointment comments regarding the patient's progress, this information would be available as part of appointment details. Comments about attendance would need to be manually entered in to the treatment plan note.
357	Provide that a single entry of group-related goals can populate individualized goals for the individuals in the group?	N	Clinicians may copy and paste from one plan to another.
358	Provide for user to select from a curriculum listing of available courses when scheduling group interventions?	Y	The scheduler wouldn't need to select from a listing, since the system has templates for the facility to preconfigure the courses, and when they could be scheduled. These time slots would automatically appear to the user to schedule for the patient.
359	Allow the user to copy/paste from one template to another (when moving an entire treatment schedule, for example)?	Y	Copy/paste into template when moving the entire schedule is available in Soarian Scheduling.
360	Provide adaptable format and content to create therapeutic activity schedules with descriptions, time, dates, and room assignments?	Y	The system offers modifiable templates for users to predefine resources to provide services at the right time, in the right place, and in the right sequence. Users can define parameters such as therapeutic activities, that are available at specific dates, times, and room locations.
361	Support integrated treatment planning libraries that include standard and user defined problem definitions for management of specific conditions?	Y	Soarian maintains a library of plans of care and supports plan template modification.
362	Supports integrated treatment planning libraries that include dated goals, objectives and interventions?	Y	Please reference previous response. It uses the Common Vocabulary Engine, a single source of information about the concepts (e.g., problems, expected outcomes, values, etc.) and relationships (e.g., sets, allowable values, default values, etc.) that make up an organization's medical vocabulary.

	Requirements: Does your Solution...	A	B
363	Allow designated staff to identify and automatically notify care providers who will participate in the treatment plan and assign them to roles?	N	The workflow has the ability to send an alert per a user or per a role. If during the time of registration or creation of a visit, a staff member is assigned then the workflow can pass the assigned staff members and send an alert to them. Staff cannot decide to automatically notify care providers. There is no ability to assign a person to a role using the workflow.
364	Have the ability to track the dates that each clinician and other care provider is assigned to the interdisciplinary treatment team?	Y	With Physician History and Care Team Assignment History.
365	Allow a clinician to identify staff who will review and/or approve the plan?	F	GA date TBD.
366	Automatically notify assigned staff when plan review or approval is required?	F	GA date TBD.
367	Alert the clinician to missing required treatment plan elements before filing, and allow the clinician to complete those elements without leaving the interface before refileing the plan?	Y	Please reference the response to #318.
	Discharge Planning		
368	Record and print on demand standard and user-defined discharge planning documents populated with client information?	Y	The system enables users to configure a discharge assessment template for verification as part of a discharge note. Soarian supports the ability to pre-populate information (results, diagnosis, allergies, observations, patient problems, procedures, clinical notes, active orders, and discharge medications) from other areas in the application to create discharge summaries and planning documents.
369	Provide the capability to produce the current required discharge forms used by DBHDS?	Y	The Soarian Adaptability Tool provides our customers with the means to easily adapt and tailor their clinical data collection screens and print forms.
370	Produce a standard, user-configurable discharge summary and discharge plan that can be auto-generated and populated with data from the electronic clinical record and then amended and supplemented by the user?	Y	Discharge summary includes data such as: discharge medication orders (schedule and instruction sheets if patient's disposition is home), prescriptions, medication side effects, care and treatment information, mobility/activity level and self-care status, follow-up visit information,

	Requirements: Does your Solution...	A	B
			referrals, signs and symptoms requiring notification of medical care provider, diet instructions, a list of current medications, including alternative and over the counter meds, and other use-defined data elements.
371	Provide the capability to monitor the timeliness of completed discharge summaries and send automatic notifications to providers and supervisory staff when overdue?	Y	The workflow engine supports managing throughput and timely management of discharge tasks by providing notifications to provider worklists and escalating to supervisors if overdue.
372	Allow authorized staff to trigger events in the system related to client discharge?	Y	Documented data in assessments and orders can trigger discharge events using the workflow engine.
373	Support an interdisciplinary Discharge Planning Process with configurable Discharge Planning Instruction Form (DBHDS Form 226), which automatically populates from patient's inpatient orders or other information in the electronic health record, which requires medication reconciliation from physician or other Licensed Independent Practitioner (LIP)?	Y	Soarian's Plan of Care supports discharge planning throughout the course of the patient's admission, capturing the ongoing interventions, education, referrals, and other documentation specific to activities relative to discharge planning. The system enables users to configure a discharge template for verification as part of a discharge note that automatically displays diagnosis, procedures performed, consults, discharge meds, discharge instructions, etc.
374	Support a Patient Education Module – including education materials for patients on diagnoses, medications, advance directives, recovery, etc.?	Y	Soarian supports the ability to create user-defined documents such as notes, patient education material etc. that can be printed and given to the patient. Forms may be modified for individual patient needs before printing. Drug monograph information is available for medications that are prescribed. It is also possible to link patient instructions to orders for the purpose of viewing and printing. Additionally, patient education material can be defined and linked to clinical documents (ex: Assessments).
375	Support connectivity of Patient Education Module with the internet or other up-to-date resources for patient populations?	Y	Soarian supports a link out to patient education / resources that can then be printed from the browser.
376	Provide the ability to create/support comprehensive discharge planning activities in treatment plans including identifying specific discharge	Y	Soarian's Plan of Care supports discharge planning throughout the course of the patient's admission,

	Requirements: Does your Solution...	A	B
	instructions, discharge orders, other treatment plan activities?		capturing the ongoing interventions, education, referrals, and other documentation specific to activities relative to discharge planning.
377	Provide reports for internal and external communication during the discharge planning process?	Y	It is possible to create any type of form, chart electronically, and print.
378	Have the ability to produce a summary care plan at discharge with admission assessment, discharge assessment information, diagnosis(es), goals, clinical documentation, patient teaching and discharge instructions?	Y	Soarian considers the patient to have one Plan of Care that may be composed of one to many problems and "plans". The user can add orders/interventions to the Plan of Care. The system performs duplicate checking on orders across all plans.
379	Record and print on demand standard and user defined discharge planning documents populated with client information?	Y	Please reference responses to #s 368 and 370.
380	Provide for verification that discharge instructions were transmitted to the Community Services Board (CSB) and/or, if applicable, to the next level of care provider. (Example: signature and date/time information was transmitted)?	F	GA Date TBD.
381	Generate follow up reminders for post-discharge activities?	Y	The Workflow engine can generate health or wellness reminders post discharge.
382	Provide automatic updates when discharge treatment plan is updated?	Y	Soarian supports creating, updating, and maintaining a discharge plan of care.
383	Provide alert of notification of discharge?	Y	Alerts for discharge may be routed to provider's worklist. A summary CCD document may be sent to the patient's primary care or other physician.
384	Provide that discharge functionality is adaptable to different disciplines, patient populations?	Y	Soarian's flexible tools support your unique discharge planning needs and workflows.
385	Provide that discharge information outputs are configurable to meet the needs of other agencies?	Y	You are able to define with system tools.
386	Provide the ability to provide patient/family instructions for discharge and inpatient teaching with low-literacy, age-specific, and multilingual options for educational material?	Y	You may configure discharge planning instructions to meet the needs of patients with low literacy levels, various languages and ages.
387	Have the ability to allow the user to enter documentation reflecting patient teaching performed?	Y	You may document that education was provided in the Plan of Care or in patient notes.
388	Provide for agency-wide capture of configurable criteria for Joint Commission Core Measures	Y	Supported with Soarian reporting tools.

	Requirements: Does your Solution...	A	B
	related to discharge. For example, a report listing the number of anti-psychotic medications after discharge /anti-psychotic medications at discharge?		

C. Workflow & Scheduling

The DBHDS is seeking to improve collaboration and business workflow-driven processes among staff and stakeholders of the Electronic Health Record System (EHRS). It is the goal of the DBHDS to select an EHRS that provides and facilitates automation, improved collaboration and communication among all State Users (both external and internal), across all divisions, departments, domains and functional areas.

Security of non-public information and records is paramount in this environment. Capabilities such as automated workflow and work scheduling capabilities that are configurable via user-accessible interfaces that will support the DBHDS’ ability to respond to ongoing organizational and business process changes are critically important.

The EHRS is envisioned to support the DBHDS goals and objectives for workflow and scheduling by meeting the following requirements:

	Requirements: Does your Solution...	A	B
	Scheduling		
1	Automatically create a pre-registered account in registration area of Admissions/ Discharge/ Transfers (ADT) module when scheduling visits with prospective / un-admitted patients?	Y	Schedulers can pre-register a patient in and finalize the registration in the workflow.
2	Assign an account number for a scheduled visit, and provide that account numbers be able to track individual visit activity?	Y	In Soarian, an encounter number is created for the patient so the user can track all activity for the scheduled visits.
3	Incorporate user-defined, knowledge-based scheduling capabilities to ensure the medically appropriate sequence and timeframes to schedule selected medical, psychiatric, dental, and other allied health care services (e.g., pre-defined duration between treatment appointments, time allotted by treatment defined in physician order)?	Y	The system offers templates for users to predefine resources to provide services at the right time, in the right place, and in the right sequence. Users can define parameters such as service activities (psychiatric, dental, etc.), duration between treatment appointments, and time allotted by treatment defined in physician order.
4	Identify available appointment sequence options, e.g., treatment followed by physician visit then lab, and allow scheduler to select preferred option?	Y	Please see the response to #3.

	Requirements: Does your Solution...	A	B
5	Provide capability for user-defined number of appointment types/treatments provided during selected period with override capability?	Y	Yes, the system has templates to define these appointment types and authorized schedulers may override if necessary.
6	Provide default starter templates for scheduling, with rules that prompt for appropriate data (for example, appointment duration, pre and post procedure time, set-up requirements, prerequisites)?	Y	The system provides model (starter set) reports, notices, and notes. For example, the notes collected with an appointment can be configured to appear on appointment notices, which print automatically or on-demand. Two model notices are provided for this purpose.
7	Provide user-defined rule sets for prompts to schedule other procedures based on diagnosis/testing?	Y	The customer builds activities and activity sets based on the type of exams, therapies, or treatments that are specific to the diagnosis, however there are no user-defined rule sets.
8	Support user-defined rule sets to schedule orders/interventions within clinical decision support modules – e.g., records for women over threshold age result in prompts to physician order for a mammogram, which in turn coordinates work flow to scheduler to schedule procedure?	Y	Soarian enables users to preconfigure orders based on rules (including age appropriate mammography procedure, for example). The orders display for the clinician to select and then place the order, which can trigger an appointment request. Appointment requests are managed in the Soarian Scheduling workflow.
9	Provide users capability to override established default schedule values for duration, setup time, cleanup time, recovery time, etc.?	Y	Yes, authorized users may override default values.
10	Provide capability to schedule patient appointments/treatments online by department, by provider, by procedure/treatment, by resource and unit?	Y	The system is web-based. Users can schedule single, multiple, or recurring appointments across departments and locations according to patient, provider, and resource preferences.
11	Automatically identify next available time slot by individual provider and specialty?	Y	Next available time slot by individual provider and specialty is available.
12	Schedule multiple patients with a single provider or multiple providers?	Y	The system provides the capability to schedule multiple patients, with single or multiple providers, across multiple locations, for multiple procedures.
13	Provide for recurring clinic/therapy schedules, for example, every other week, every other weekday, in one year, etc.?	Y	Yes, the recurring appointment feature in Soarian Scheduling enables the user to schedule a number of repeating appointments for an activity at specified date intervals for a specific

	Requirements: Does your Solution...	A	B
			number of times. Recurring appointments can be scheduled for a number of appointments per day, week, or month, etc., over a specified period.
14	Provide capability to schedule meeting rooms, specify room set- up, specify equipment /flip charts, etc.?	Y	Customers will preconfigure these rooms and requirements, which will be presented to the scheduler when searching for available appointments.
15	Provide on-line warning when a patient has been scheduled for multiple appointments/procedures on the same or overlapping date and time, with capability to override warning message?	Y	Yes, the system has features to warn of conflicts, which authorized users may override.
16	Create an alert if a signature, pre-payment, or prior authorization is required for a pending appointment, and cancel appointment if not resolved prior to appointment date?	Y	The extensive utilization of online, real-time worklisting allows users to easily address or rectify these situations. Auto cancellation of appointments is not available.
17	Provide appointment information to the patient locator module?	Y	The scheduling and patient access (registration) modules are integrated.
18	Provide capability to view/print preps upon scheduling?	Y	Preps are preconfigured by the customer and are available to view/print by the user.
19	Provide capability to move patients between providers, time slots, days, therapists, etc.?	Y	Schedulers can move an appointment to another timeslot or a different resource on the same or different date. All appointment data stays intact and an audit action is stored with the appointment that the appointment was moved.
20	Track "no shows," no show status and reason for cancelation?	Y	The system has features to track no shows, along with the reason for the no show.
21	Notify clinician if appointment is cancelled?	Y	The system has the capability to send notices to the clinician(s) automatically if the scheduler cancels an appointment.
22	Flag patients with a history of no-shows, and produce/print reports of no show patients?	Y	The system has the capability to flag no shows, along with a history of the occurrences, in addition to providing reports.
23	Track on-call schedules with rules (for example, days off, consecutive weeks)?	Y	On-call schedules can be viewed if they are built and maintained in scheduling. Changes can be made on the fly.
24	Accommodate changes in appointment dates both for individual patients and for identified groups of patients (for example, reschedule an	Y	Please see #19 for features to move appointments for one patient.

	Requirements: Does your Solution...	A	B
	entire day's patient load) without user re-entering all patient information?		Soarian Scheduling lets you move a group of appointments to a different resource/clinician, only if the resource changes, but not the appointment date/time, which remains the same. Otherwise, because the system needs to coordinate other resources that are required for the appointments as well as the patient, who has to be called back to confirm, we have a process to mass cancel the appointments to a worklist and then reschedule the appointments per the patient's convenience.
25	Provide capability to block the same slot over many days or weeks without requiring user to block the slot for each individual day, including non-consecutive days?	Y	The system enables the user to block the same slot over many days or weeks without requiring the user to block the slot for each individual day, including non-consecutive days.
26	Generate list of all patients scheduled from current date through user-defined date (for example, next two weeks) and have report emailed or presented from the scheduling module directly to appropriate staff workstations?	Y	The reporting features of the system enable users to create and send this type of report.
27	Provide scheduling capabilities for multiple services such as lab, x-ray, psychiatry, medical, pharmacy, podiatry, neurology, psychology, optometry, etc.?	Y	The system has enterprise wide and department wide scheduling capabilities to accommodate scheduling for these areas.
28	Automatically free up scheduled time when appointments/activities are cancelled?	Y	Cancelled appointments free up time so other appointments may be booked in the slot.
29	Have the ability to alert the user of scheduling conflicts?	Y	<p>The system visibly distinguishes appointment times that have warning(s) from those that have conflict(s), so that the scheduler knows which type of issue is present without displaying additional information. Conflicts continue to display with the red exclamation mark.</p> <p>The application now has warning indicators that differentiate between the following:</p> <ul style="list-style-type: none"> • Activity warnings, which are represented by a grey triangle; • Overbook warnings, which are

	Requirements: Does your Solution...	A	B
			<p>represented by yellow triangle for first overbook and a pink triangle for additional overbooks; and</p> <ul style="list-style-type: none"> • Other rule type warnings, which are represented by red/white striped triangles. These types of warnings include slot restrictions by patient class, priority, user code, gender, or age. <p>These indicators show a combination of the above indicators if multiple violations are present.</p>
30	Allow a user to view a provider/clinic/activity schedule either as a display or in hardcopy form?	Y	Online views and hardcopy views are both available.
31	Indicate there are appointments on the waiting list when a cancellation is made?	Y	The system can produce and route a notice about the cancellation. A worklist is available for the scheduler to view patients who are waiting for appointments.
32	Accommodate controlled overbooking?	Y	Yes, based on assigned user privileges, specific users may overbook.
33	Have the ability to allow for integration of outside appointments into the client schedule such as home or court visits, outside specialist visits, other scheduled activities?	Y	The system accommodates outside appointments. Users may schedule all resource types and locations.
34	Allow the scheduling of recurring groups of patients and providers without individually scheduling each group member, and allow additions or deletions of clients to the group?	Y/N	Recurring scheduling is provided as described in #13. The system requires that each patient in the session be identified; therefore, each appointment will be booked separately. Additions/deletions are permitted.
35	Allow for the assignment of appointments into a specific date, but without scheduling a specific time, such that providers can provide the service at any time during the day?	Y	Yes, scheduling for a specific date is available. Schedulers can search for a specific date, and all times that are available for that date are returned.
36	Provide the ability to block out time periods as available or unavailable?	Y	Users can define blocks of time or freeze them for a specific resource(s) - physicians, groups, or other purposes, such as a new patient visit or procedure that should only be scheduled in the morning, equipment is in repair, etc.
37	Allow a team member to accept or decline an appointment with automatic notification to	Y	Two options are available: The member can decline, the scheduler can cancel the appointment, and a

	Requirements: Does your Solution...	A	B
	others as appropriate?		notice can be routed to the recipient. The member can decline, and the scheduler can assign a category of "declined" to the appointment, then the customer can both view this in the system and create reports noting the refusal.
38	Support identification and scheduling of transportation needs when scheduling appointments (transportation staffing, vehicle type, etc.)?	Y	Transportation services are considered to be resources that schedulers can book for patients.
39	Allow for easy viewing of critical events on the schedule by color or design?	Y	Yes, for example, if an available time involves a conflict or warning, an alert indicator appears on the available times screen, and users can click it to display the conflict or warning. The warning/conflict indicator displays in red.
40	Provide capability to link schedules associated with administrative functions (e.g., committee meetings) to individual patient schedules. For example, can the Forensic Privileging Committee schedules be linked to a patient's schedule when the individual's privilege level is being reviewed by members of that committee?	Y	<p>A user can access patients scheduled for forensic activities by creating a forensic activity and resource/group and scheduling patients for it. So for example, if 10 patients need to have forensic activity, users could schedule the patient for an activity that represents "forensic meeting" for a time of day when the patient wouldn't really be scheduled. Then, forensic users could be assigned to view their schedule and bring the patient into context and view those patient's past, current, future appointments.</p> <p>Another function that could be used is to create a forensic resource and use the block feature in the resource schedule. In the block comments field, note the patient's name or patient ID #. Then during the meeting, cut/paste the patient ID or name into the find patient tool and bring up patient's record.</p>
	Workflow and Task Assignments		
41	Provide a workflow engine that allows users to set up a business process that can notify any resource when action is required?	Y	Soarian's workflow engine monitors and drives a process over time. Processes can be designed and modeled in the workflow engine and when activated, run continuously until completed. When

	Requirements: Does your Solution...	A	B
			a workflow is run, the system sends notifications that are distributed to different members of the staff (predefined by the organization). Soarian monitors these tasks using the time-sensitive workflow engine and uses escalation and electronic notification to assure these tasks are accomplished within the time frame designated by the enterprise.
42	Provide that a "starter set" of standard healthcare workflow processes are delivered with the system?	Y	With Soarian, sample workflows and customer designed sample workflows are available through the customer-only website.
43	Provide that workflow processes delivered with the starter set may be modified or configured by the customer?	Y	These workflows can be downloaded and modified to fit DBDHS's defined workflow and processes.
44	Provide capability to manage new workflow processes which may be defined by the customer?	Y	Using the tools delivered with Soarian, you can define processes and tasks – including those that take place concurrently –so they can be consistently managed and executed.
45	Support escalation rules that automatically analyze the activity and the length of time elapsed without completion, escalating the uncompleted event to the designated supervisor or clinician.	Y	Soarian's workflow engine has built in escalation logic for when a step in your process is not carried out in expected time frames. Soarian looks at the activity and the length of time without completion of an activity or a response and escalates it to the designated supervisor or clinician within your time frame.
46	Enable all of the information within the EHR system to be accessed by a workflow engine to automatically populate worklists and orders, as well as to automatically trigger activities to optimize workflows and ensure their completion?	Y	Soarian enables all of the information within it to be accessed by a workflow engine to populate worklists, care plans, and orders, as well as to trigger activities to optimize workflows and make sure of their completion.
47	Provide the ability to create and assign tasks by user or user role (examples of tasks include messages, notifications, inbox items, worklist to-do's)?	Y	With rules or workflow engine, a task can be assigned to a role.
48	Provide the ability to present a list of tasks by user or user role?	Y	Tasks would always show up in the user's worklist.
49	Provide the ability to reassign and route tasks from one user to another user?	F	GA date TBD. A workflow has the ability to remove

	Requirements: Does your Solution...	A	B
			and add alerts and to send to specific users. The workflow can then send the alert to a specific user or to a group of user's. Workflows and Rules also have the ability to query for users or listen to events that pass specific users. You could also use an order detail or assessment form where the user could select a user on the form and then the Workflow would post the alert to the specific user.
50	Provide the ability to designate a task as completed?	Y	Users may complete the tasks from the worklist.
51	Provide the ability to remove a task without completing the task?	Y	Yes, where appropriate.
52	Support that worklists include new results indicators for lab, text reports, and orders?	Y	<p>The census list provides a critical information indicator per patient, alerting the clinician to results requiring immediate attention.</p> <p>Additionally, the New Results Worklist enables you to sign and access new result tasks for your patients. Deviating indicators, i.e., abnormal and critical indicators, in the system are triggered with respect to the abnormal indicator sent with the result from the ancillary system, and are color coded on the display. An icon also displays and appears on printouts of results. The worklist feature in Soarian also alerts the caregiver that there are new orders for a patient.</p>
53	Generate variable reporting of work lists including: work by patient, all scheduled procedures for all assigned patients, all vital sign schedules, all medication schedules, etc.?	Y	Based upon the patient assignment, the care provider will receive a worklist that includes all active patient orders that need to be completed for that shift. In addition, there are configurable options available to the customer. DBDHS can define and maintain your own worklists.
54	Support processing (signature, acknowledgement, completing, etc.) of multiple orders at one time, sorted by time or by tasks, directly from the worklist?	Y	There are several worklists where a checkbox can be selected at the patient level and all items will be processed for each patient (i.e. Orders to be Acknowledged, New Results, etc). For the Alerts

	Requirements: Does your Solution...	A	B
			worklist, all of the items can be deleted but to act on the Suggested Action the user needs to select each one since different functionality occurs depending on which one the user selects.
55	Support task completion from the worklist, including capabilities to chart, document against orders, and sign/countersign documents?	Y	Task completion is supported from the worklist including chart from worklist, signature from the worklist, medication administration, document dressing change, receive admission, documents care plan/pathway, admission assessment, etc.
56	Automatically update the worklist upon completion of a listed activity?	Y	Soarian updates the worklist when care is documented on the appropriate intervention.
57	Support a patient activity worklist that identifies all scheduled events for the patient, including overdue events?	Y	<p>The worklist function streamlines the process for you to complete multiple activities. A time-based view enables display of assessment, intervention, medication administration, and specimen collection tasks in time slots (configurable).</p> <p>All worklists may be configurable by location or department driven by the census and patient/provider relationship. Physical therapy may have a view which supports activity view by floors covered for that day.</p> <p>The workflow engine can alert and escalate overdue events to the worklist of the main provider of care or to the assigned escalation individual to ensure the tasks are completed.</p>
58	Include activities related to discharged patients on the worklist (e.g., chart deficiencies post-discharge)?	Y	The New results worklist contains results for discharged patients to enable appropriate follow-up after discharge. A preference setting is available to configure how many days after discharge that patients should appear on the census.
59	Provide the ability for the end-user to indicate that a worklist item is to be escalated for supervisor review. (Note: This action would place the item in a supervisor's escalation worklist.)?	F	The Workflow Engine enables workflows to be built with alert/overdue tasks and can escalate the overdue items to the next person, by role, who will get the task on their worklist. However, Soarian does not

	Requirements: Does your Solution...	A	B
			<p>enable end users to delegate or escalate tasks from worklist to worklist.</p> <p>In a future release (version and date TBD), Soarian will have a delegation feature which will allow the user to delegate/escalate tasks to others.</p>
60	Track and report on timeliness of task completion?	Y	With reporting tools.
61	Provide a "process all" function within work queues whereby all assignments in the work queue will be processed sequentially by the appropriate assigned users?	Y	There are several worklists where a checkbox can be selected at the patient level and all items will be processed for each patient (i.e. Orders to be Acknowledged, New Results, etc). In the Alerts worklist, all of the items can be deleted but to act on the Suggested Action the user needs to select each one since different functionality occurs depending on which one the user selects.
62	Provide a "process" function within work queues whereby only the work assignment(s) selected will be processed?	Y	There are checkboxes within the Worklists that a user selects to process selected items only.
63	Provide a "pend" function within work queues whereby an assignment can be held for a specified amount of days, weeks, or months?	Y	Worklist items are removed once a user completes the task. The New Results worklist category has a preference to allow an item to automatically be removed after a specified timeframe (up to 30 days) if the user has not acknowledged the result.
64	Provide a "refresh" function within work queues whereby assignments are updated in real time?	Y	A refresh button is available to update the worklists.
65	Provide a "reassign" function within work queues whereby assignments can be reassigned to another user or moved to another work queue?	F	Please reference response to #59.
66	Allow an "add" function within work queues whereby an assignment can be added to another user or another work queue?	F	Please reference response to #59.
67	Allow a "delete" function within work queues whereby an assignment can be deleted?	Y	Available by clicking the checkbox and the delete button for the Alerts and Reminders worklists. Most worklists do not have a delete button since the item in the worklist is a task that needs to be

	Requirements: Does your Solution...	A	B
			completed by the user or acknowledged by the user.
68	Provide notification to users when an assignment within a work queue is "checked out" to avoid duplication of efforts?	N	Worklist items are not checked out. They are assigned to the appropriate user. When a worklist item is completed, it can be removed (either automatically or by the user) from all worklists and/or as a suggested action is completed, the work item is noted in the view (via change in icon) that the item has been completed.
69	Provide flexibility to generically specify "nurse", or "nursing staff" (rather than a specific individual) to denote who is responsible to complete an intervention in order to accommodate the rotation of individual nurses and the nursing staff?	Y	Part of base functionality as described above.
70	Alert providers if a plan of care has not been initiated within a user-specified period of time?	Y	Soarian provides a model workflow for posting a "Care Plan needs to be reviewed" item on the "Clinical Documentation" worklist and an escalation to the Alert worklist if a Plan of Care remains unreviewed for a period of time.
71	Support linkage of information – e.g. related to levels, appointment, forensic status, observation, etc.- to electronic bulletin boards configurable by each facility	N	

D. Data Analysis & Reporting

The proposed solution should enable the Department to generate, customize, view, print, schedule, distribute, and/or export reports to meet clinical, payor, state and federal, quality assurance, quality improvement, management, and other information needs. Users should be able to modify pre-defined reports and queries, as well as create new ones, for such purposes as meeting meaningful use requirements, outcomes reporting, decision support, and statistical analysis. In addition to the following specific requirements, bidders should describe their reporting functionality in terms of flexibility, features, ease of use, security/privacy, and performance. Interfaces to, or inclusion of, third party tools should be indicated in the proposal. Bidders are encouraged to provide a list of pre-defined reports and sample documents.

Please refer to the Attachments Section for a list of model reports and report samples.

	Requirements: Does your Solution...	A	B
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	Requirements: Does your Solution...	A	B
	Outcome Measures/Analysis/Decision Support		
1	Provide decision support functionality that allows a user to perform statistical analysis, financial analysis, data modeling and simulation, scenario generation, and graphical presentation of data analysis and results?	Y	<p>Soarian Analytics can be used to monitor adherence to best practice guidelines and outcomes, providing a combination of both embedded, near, real-time analytics and retrospective, aggregate analysis and reporting of captured clinical and financial data. Easy data access facilitates analyses such as clinical performance measurement, population-based preventive care reports, financial analysis and modeling, and compliance and trend reports. Soarian provides numerous model clinical and financial reports in both Crystal and MS SQL Server Analysis Services (SSAS) cubes. Both types of reporting provide capabilities for the end-user to modify and save a report without IT intervention.</p> <p>In addition, Siemens Healthcare Query, powered by SAP® BusinessObjects™ Web Intelligence® software, is an ad-hoc query, reporting and analysis tool. It is designed to empower users with an intuitive interface that will help turn data into actionable information.</p> <p>With Healthcare Query, you can design a report without having to write complicated query language. Utilizing the drag-and-drop tools provided in Healthcare Query, users quickly create reports that helps meet their reporting needs.</p> <p>Soarian's powerful reporting tools normalize data into Dimensional Models. Soarian Analytics supports various graphical representations of the data. This includes an Executive Dashboard of key performance indicators with built-in e-mail notification. Crystal and MS SQL SSAS model reports have built in charting functions that allow on the fly chart creation. Data can also be easily exported to Excel.</p> <p>Contract Modeling is a secured, optional feature available to Soarian Financial customers. It enables the</p>

	Requirements: Does your Solution...	A	B
			<p>calculating, storing, and reporting on “what if” simulations of expected payer reimbursement using a defined population of encounter data for contract negotiation purposes. Contract Modeling enables customers to build scenarios using new or different payers, build multiple scenarios within a model contract, process encounters against the model contract, store scenario results, delete results if desired, compare model calculation results against multiple scenarios, and activate a model contract by copying it into production.</p> <p>Contract Modeling supports calculation of modeling scenarios using any kind of rate type supported by Soarian Contract Management. As many scenarios can be defined as needed by specifying various model contract /contract periods and patient populations. The results from those scenarios are stored in three new model report cubes to facilitate analysis and comparison.</p>
2	Provide a set of performance indicator reports to assist each facility with certification and quality management activities for Joint Commission accreditation?	Y	<p>Soarian Quality Measures (SQM) is a decision support solution that is designed to provide significant improvements in data extraction and subsequent abstraction of the data needed for Joint Commission Core Measures and CMS indicator reporting. Gathering these metrics can be time-consuming and labor intensive for healthcare organizations. This tedious process can now be optimized using SQM.</p> <p>SQM is powered by the patented REMIND™ (Reliable Extraction and Meaningful Inference from Non-structured Data) Platform, which utilizes sophisticated technologies, such as natural language processing, data combination and probabilistic inference to analyze data in the patient record. This powerful technology allows SQM to draw conclusions from all available patient information including structured data, such as patient</p>

	Requirements: Does your Solution...	A	B
			<p>demographics, billing data (ICD-9 and CPT codes), and doctors' and nurses' dictations and summaries transcribed as free-text, etc. REMIND can also analyze additional data sources, such as lab and pharmacy databases. SQM is primarily an application for clinicians, quality, HIM, and appropriate management staff.</p> <p>Today, SQM helps support CMS Core Measures for Meaningful Use reporting for EH.</p> <p>SQM complements the value provided by Soarian Analytics technology. With the embedded analysis tools in Soarian, organizations can make continuous workflow improvements, easily track key performance indicators, and rapidly see which processes are working and which need to be modified. Functional metrics and key performance indicators can reveal root causes, correlations, or impact to your targets, and which best practices are being followed and which are not, and core measure performance.</p> <p>Soarian Analytics reporting focuses population-level data analysis. They help users understand the population-level information about their organization or entities. Soarian Analytics targets the CMO, CIO, CFO, department heads, nursing, etc. as the end-user of the information or reports. Examples could include patient fall summary, pressure sores, readmission occurrence, etc.</p>
3	Provide a set of performance indicator reports to assist each facility with certification and quality management activities for ICF-MR compliance?	Y	<p>Soarian's analysis tools are embedded; however, Siemens does not provide model performance indicators for ICF-MR. Tools such as Soarian Analytics support reporting can be used to support reporting needs based on the data that is captured within Soarian Clinicals.</p> <p>Siemens robust analytics tools provide</p>

	Requirements: Does your Solution...	A	B
			<p>the ability to report, and assess quality performance indicators specific to an individual location or reported at the enterprise level, or various levels between.</p> <p>The implementation process will include analysis of your reporting and quality metric needs and will drive the combination of data collection in the clinical areas that support the reporting needs. The data will be collected via clinical workflows utilizing tools, such as clinical assessment and team plans of care that have been adapted to your enterprise or localized to individual site needs. These assessments could track such elements as hours in seclusion or restraints. In addition, the Soarian solution includes its Workflow Engine, an industry first, which "watches" clinical documentation and suggests actions based upon monitored results. An example is the risk of violence workflow, which monitors clinical data and notifies care providers when risk indicators have been observed.</p>
4	Provide a set of performance indicator reports to assist each facility with certification and quality management activities for Centers for Medicare and Medicaid Services?	Y	Please refer to the complete response no. 2 and no. 3.
5	Provide a set of performance indicator reports to assist each facility with certification and quality management activities for Individual hospital performance improvement efforts?	Y	Soarian Analytics can be used to monitor adherence to best practice guidelines and outcomes, providing a retrospective, aggregate analysis and reporting of captured clinical and financial data. With the embedded analysis tools in Soarian, organizations can make continuous workflow improvements, easily track key performance indicators, and rapidly see which processes are working and which need to be modified. Functional metrics and key performance indicators can reveal root causes, correlations, or impact to your targets, and which best practices are being followed and which are not, and core measure performance.

	Requirements: Does your Solution...	A	B
6	Provide reports which are user configurable and adaptable as requirements vary by facility and change over time?	Y	The reports are configurable and adaptable to the requirements of your facility or to a specific entity.
7	Provide the capability to capture and report electronically and automatically to NRI the latest set of core measures for psychiatric facilities?	Y	Patient data can be formatted by VITA, for submission to NRI by a third party submission vendor in support of your requirements. During implementation, we can discuss and assist you in preparing the data to be submitted; the submission is managed by VITA or by a third party submission vendor.
8	Provide the capability to send data to the National Association of State Mental Health Program Directors Research Institute (NRI) for detailed editing and to re-send corrected data to pass NRI acceptance criteria?	Y	Please refer to the previous response.
9	Provide the capability to capture a customer defined dataset and report on instances when patients are placed in seclusion?	Y	Please refer to the response in no. 3 for more information.
10	Provide the capability to capture a customer defined dataset and report on instances when patients are placed in restraint?	Y	Soarian supports the ability to capture user defined data sets and report on this data. Please refer to the response in no. 3 for more information.
11	Provide for the capture and reporting of quality, performance, and accountability measures to which providers and facilities are held accountable including measures related to process, outcomes, and/or costs of care (Note: Such measures may be used in "pay for performance" monitoring and adherence to best practice guidelines.)?	Y	<p>Please refer to the response in 1 and 2. Soarian Analytics provides a methodology that collects and transforms clinical and financial data into actionable, meaningful, and measurable information.</p> <p>Soarian Analytics can be used to monitor adherence to best practice guidelines. Soarian Analytics provides aggregate analysis and reporting on captured clinical and financial data. Easy data access facilitates analyses such as clinical performance measurement, patient safety, compliance, and trend reports. The system can analyze costs and utilization rates and helping you to understand the relationship between cost and quality. You can use historical patient outcomes to view and report on results of care and how care has been delivered.</p>
12	Support the capture and reporting of information for the analysis of outcomes of care provided to specific patient populations, in	Y	Please refer to the response in numbers 1- 3.

	Requirements: Does your Solution...	A	B
	specific facilities, by selected providers, and in specific communities?		
	Reporting/Exporting Data		
13	Allow authorized users to query and access any combination of user defined data elements in the system?	Y	Soarian Analytics enables authorized users to modify or create reports based upon model and user defined data.
14	Allow a user to document, save, and re-execute such queries?	Y	You can modify reporting criteria and save to generate a new report.
15	Enable a user to search for specific words, phrases, authors of notes, roles in either the free text or sections of a record?	Y	Soarian Quality Measures is a data analysis tool designed specifically to extract quality of care data from the electronic patient record. It replaces time-consuming manual chart reviews with automated chart abstraction of quality measures as defined by CMS and the Joint Commission. Soarian Quality Measures is enabled by the patented REMIND™ (Reliable Extraction and Meaningful Inference from Non-Structured Data) Platform. This platform allows Soarian Quality Measures to draw conclusions from all available patient information including structured data, such as demographics and financial information, and unstructured free text found in clinical notes and transcribed reports. SQM is not a reporting tool for the end user, however.
16	Provide the ability to search on any data field, including any fields that are user defined?	Y	Yes, as noted above, you can search model and user defined data fields as you create reports through the Soarian Analytics reporting database.
17	Have the ability to upload data to various reporting tools?	Y	Soarian customers have several options for updating the system, including: <ul style="list-style-type: none"> • Inbound HL7 transactions • Inbound services • Selected third-party scripting tools Soarian's model upload tools
18	Allow advanced users the use of SQL (Structured Query Language) as a standard method for requesting information from the system?	Y	Building on the foundation of the relational data base manager, Microsoft SQL 2008, Siemens facilitates the interface of data from multiple systems into one reporting/analysis environment.

	Requirements: Does your Solution...	A	B
			Soarian supports third-party tools, such as Crystal, for generating operational reports. The system also provides extracts that can be used for analysis and reporting using tools such as Excel.
19	Provide an integrated, user-friendly report writer that has the capability of reporting on any group of data fields in the entire system, including multi-layered sorts/selects, use of wild cards, computations on fields and groups of fields, and statistical reporting?	Y	Soarian delivers model operational reports and analytical reporting tools. Crystal Reports is a third-party report generation application that produces the model reports. Crystal Reports Wizard enables users to easily create reports from the operational and analytics database. The report writer enables you to define mathematical functions (sums, standard deviations, confidence limits etc. to support statistical analysis.
20	Support the use of other SQL-compliant third-party report writers, especially Crystal Reports?	Y	As noted, Soarian uses Crystal Reports.
21	Allow a user to direct a report to a specific location for printing?	Y	Soarian combines ubiquitous access to information with robust security through Web Publishing. Through Microsoft SQL Server Analysis Services (SSAS) reporting cubes and Crystal reports are published as Web Publications for the benefit of all subscribers to the publication. Subscribers view and interactively manipulate published SSAS Cubes and reports over the web.
22	Provide the capability for an authorized user to generate and save for future use a standard report with either default or user specific parameters?	Y	The Crystal Reports Wizard front-end tool provides a step-by-step process for the user to create the report. The front-end query wizard facilitates the creation of the SQL query. The user may perform many different data manipulation techniques using this query wizard including modifying the report and save for future use.
23	Provide the capability for a user to develop, update, save and reuse ad hoc reports?	Y	As described in the previous response, users can easily create and save reports, modify reports, and reuse reports as needs dictate.
24	Retain a final, unalterable copy of a report or document when electronically signed?	Y	Soarian Security supports the ability to restrict report writer access based on: <ul style="list-style-type: none"> • Specific file • Specific patient • Specific user • Specific data element • Specific department/location

	Requirements: Does your Solution...	A	B
			When a document has been electronically signed you cannot change it, rather you can make amendments to it. Tracking of amendments is available as part of Release Management.
25	Provide a starter set of reports that can be used directly or modified by the customer?	Y	A model set of reports is included with Soarian Enterprise. You can modify or adapt these reports and reporting cubes as you desire based upon security parameters.
26	Provide model reports for medication utilization, nursing reports, and Joint Commission Core Measure and ORYX reports?	Y	All referenced reporting requirements can be met through Soarian Clinicals and Soarian Quality Measures either through model reports provided with the system or reporting tools.
27	Provide model reports for Joint Commission Focused Professional Practice Reports and Ongoing Professional Practice Reports (FPPE and OPPE)?	Y/N	The proposed decision support reporting tools can meet some of these reporting requirements, for example, outcomes compared to peers. Additional reporting data would come from a Medical Staff credentialing application that collects information over time.
28	Have the ability to maintain relative value workload statistics for services provided by the departments, as defined by the users?	Y	Soarian supports the calculation of the Relative Value Units associated to the delivery of individual charges. The RVU for an individual unit can be defined for a service price and is calculated at the time of charge posting. RVU's can be optionally entered and overridden during charge entry. Soarian also allows the reporting and analysis of revenue using the calculated RVUs. Reportable components include Work RVU and Total RVU.

E. Health Information Management

DBHDS tracks client admissions, discharges and transfers on a statewide level. Upon first-time admission to the DBHDS, a client receives a statewide unique identifier by which they will be tracked through admissions to any of the 16 hospitals and training centers operated by the Agency.

Clients are referred for admission by one of the 40 Community Services Boards (CSBs). Prescreening paperwork is forwarded to the admitting facility from the CSB and this information used to create the admission record. A case management CSB is also assigned to the client at this time, which or may not be the same entity as the prescreening CSB. The case management CSB will follow the client’s care for the duration of the DBHDS admission.

Episode-specific data is entered and maintained by Health Information Management (HIM) and Admissions staff at each of the facilities. During the course of an episode of care, HIM staff is responsible for entering diagnosis and legal status updates, program (level of care) changes, bed movements, leaves and returns, discharge planning, and discharge summary information. Daily census data compiled by HIM staff are used by the facility Reimbursement staff to create daily room and board charges.

Upon discharge, the client is referred to a discharge CSB for continued follow-up in the community.

The content of the record is analyzed on a concurrent basis and upon discharge to ensure that the documents within the record are completed in the timeframes required by certifying agencies. The analyst assigns chart deficiencies to the appropriate clinician, statuses the incomplete record statistics, and completes re-analysis of the record upon completion.

	Requirements: Does your Solution...	A	B
	Chart Deficiency Processing		
1	Allow pre-defined intervals for chart aging analysis (e.g., 7 days, 14 days, 21 days, etc.)?	Y	DBDHS will be able to determine how to age deficiencies on records. Deficiencies can be assigned and tracked based on document type. For example, H&Ps and operative reports can be aged differently than discharge summaries.
2	Allow the ability to establish a time frame for pending documents before administrative closing?	Y	The ability to establish a time frame for pending documents before administrative closing is user defined.
3	Provide an aged chart deficiency report based on user-defined criteria?	Y	An aged chart deficiency report based on user-defined criteria is supported.
4	Allow different aging parameters to be tied to specific document types?	Y	Deficiencies can be assigned and tracked based on document type.
5	Suspend records with incomplete chart deficiencies?	Y	The criterion for suspending records with incomplete chart deficiencies is user defined.
6	Provide automatic status changes for deficiencies based on Departmental and facility level configurable aging parameters (e.g., Incomplete [> 7 days], Warning [> 14 days], Delinquent [> 21 days], Pending Suspension [> 28 days], Suspended [> 30 days]?)	Y	Soarian EDM Completion Management provides a profile for HIM management to select whether calculation of the due date is from the discharge date or the date the user entered the deficiency. For example, the aging could be from the number of days from discharge date or allocation date (e.g., date assigned to the physician) minus any holds, with calculation of delinquencies based on variable criteria. This calculation will drive physician reports, warnings, suspensions, etc. You can put a chart on hold if the chart is not available to the physician, so that it does not age the deficiency toward suspension day

	Requirements: Does your Solution...	A	B
			counts. In addition, you can also place the record on hold when the physician is on vacation. The user will enter a date range of when the physician is on hold and when the end date arrives, the physician will be automatically taken off the hold list.
7	Provide the capability to attach notes/instructions to providers regarding incomplete records?	Y	Annotations can be applied to images to shade, overlay, stamp the image with text, add notes, add date/time, highlight and redact. Annotations do not alter images and they can be viewed and/or printed on or off the document.
8	Provide for free text comments when assigning deficiencies?	Y	Free text comments when assigning deficiencies are supported.
9	Provide the ability to mark a deficiency as a high priority, and move the deficiency to the top of the physician's worklist?	Y	The physicians have the ability to mark a deficiency as a high priority, and move the deficiency to the top of the physician's worklist.
10	Provide customizable worklists for physician chart deficiency completion?	Y	<p>Soarian HIM Completion Management workflow identifies and automatically assigns deficiencies, making them available for a physician to complete their deficiencies when they log on to the system. For instance, the cases will be identified and pending so that when the physician logs into the system, they will not only see which cases, but what deficiencies are pending e.g. dictate a note, sign a progress note, review a transcribed report and sign it electronically, etc. Physicians can quickly determine how to leverage their time in completing chart deficiencies based on the fact that the system brings them all forward in an efficient, at-a-glance approach within HIM Completion Management.</p> <p>To illustrate how HIM Completion Management automation supports deficiency workflow, we provide this example: HIM Completion Management supports an analyst's workflow in which deficiencies are assigned to responsible parties. These deficiencies automatically appear on the clinician's worklist upon logon to the system. HIM Completion Management enables the HIM analyst to identify, assign, review, and re-assign deficiencies. Deficiencies may</p>

	Requirements: Does your Solution...	A	B
			also be assigned automatically through user defined flexible criteria.
11	Provide the ability to assign chart deficiencies to a group of physicians?	Y	<p>All documents (whether scanned, text, or electronic) are available in Soarian HIM Completion Management for deficiency assignment and physician completion/signature. There is a number of standard deficiency type codes offered to your HIM organization. They include signature, dictation, missing information, question, answer, review, analysis, and missing form; the 'deficiency type' indicator table can be added, if the standard list does not cover all the deficiency types needed by your organization. The system can add different deficiencies for each document e.g. a document could have a question and a signature deficiency based on user preference.</p> <p>For groups of physicians we offer the example cardiology, the group could assign one cardiologist to complete all chart deficiencies for all patients seen by the group. The system also supports multiple physicians such as consultants, surgeons or other specialists to be assigned to multiple deficiencies within one patient record. There is simultaneous/concurrent access to a patient record to facilitate deficiency completion.</p>
12	Allow multiple chart deficiencies (signature, missing text or other) to be assigned to a single document?	Y	The system can support multiple deficiencies per document for more than one provider. Each provider will be presented their own list of items to be completed.
13	Provide the capability to allow all deficiencies linked to one physician to be reassigned to another physician?	Y	If deficiencies are assigned in error, they can be reassigned to the correct physician.
14	Allow the user to designate staff for chart audit and notification of deficiencies?	Y	Users can alert other users for chart audit and notification of deficiencies.
15	Provide the capability to automatically identify user defined key missing patient clinical information?	Y	User-defined deficiencies can be assigned.
16	Provide the capability to automatically flag and annotate records that are deficient?	Y	The system will flag deficiencies with the option to annotate.
17	Provide an efficient means of monitoring when each required deficiency element has been	Y	Soarian HIM Completion Management provides workflow for the automatic

	Requirements: Does your Solution...	A	B
	completed (e.g., check box, system aware)?		identification and assignment of deficiencies and for clinician completion of those deficiencies. The system supports the HIM departmental processes as related to physician deficiency completions and removing them from the deficiency status.
18	Generate automatic electronic letters/notification to physicians based on status of their individual chart deficiencies?	Y	All letter templates and decisions about what constitutes a deficiency, all the way to notifications, warnings and suspensions, including their associated timeframes are user-defined, making them specific to DBHDS. In addition to deficiencies appearing in a physicians Clinical workflow, if necessary, a letter can be provided.
19	Provide configurable standard chart deficiency worksheets and worklists as part of the solution's "starter set"?	Y	Soarian EDM Completion Management produces physician notices with entity-defined format and content, of incomplete records by patient name, record age, and type of deficiency.
20	Identify and track deficiencies by type (i.e., dictation, transcription, signature or missing text)?	Y	Soarian EDM Completion Management offers a number of 'standard' deficiency code types for your organization to use. They include signature, dictation, missing information, question, answer, review, analysis, missing form. If the standard list offered does not cover all the deficiency types needed by your organization, you can add deficiency types to the indicator table. The system is able to add different deficiencies for each document (e.g. a document could have a signature and an H&P deficiency) based on user preference.
21	Provide the ability to produce quality management reports which identify missing or incomplete assessments, flow sheets, patient teaching, etc., within user-defined time frames?	Y	To support efficient chart completion, Soarian's Workflow Engine has built in escalation logic for processes not carried out in expected time frames. Soarian looks at the activity and the length of time without completion of an activity or a response and escalates it to the designated supervisor or clinician. Soarian worklists are configured across patients and tasks to display uncharted/incomplete items.

	Requirements: Does your Solution...	A	B
22	Provide the capability to produce statistical reports on incomplete records?	Y	Soarian EDM Completion Management generates incomplete record status reports.
23	Produce standard Joint Commission chart delinquency tracking reports?	Y	Soarian EDM Completion Management Reports include two (2) report types that can help support customers with Joint Commission reporting for delinquency rate (i.e., Current Delinquency and Current Delinquency Detail reports). The system uses these charts if there are any chart delinquencies (for any reason). Staff can filter on the number of days delinquent, e.g. 15, 30 days. Our standard report is set for over 30 days for delinquent.
24	Provide web based deficiency management capabilities, including web based physician completion of deficiencies?	Y	Soarian is a true web-native solution that uses an industry standard, contemporary technology platform.
25	Provide the ability for a physician to decline to complete a deficiency and to return declined deficiencies to the appropriate work queue?	Y	Soarian EDM Completion Management provides the ability to re-assign a deficiency to another physician and the ability to re-analyze rejected deficiencies.
26	Provide the capability for a physician to view deficiencies assigned to his/her group of physicians?	Y	The capability for a physician to view deficiencies assigned to his/her group of physicians is supported via the physician log on capabilities within the clinical workflow.
27	Provide the capability for physicians to enter a reason for declining a deficiency?	Y	Soarian EDM Completion Management supports the ability for the physician to reject a deficiency with reason.
28	Allow for certain types of orders (e.g., discharge orders) to alert the facility's Health Information Management Department?	Y	Certain types of orders, for example, discharges can alert the HIM Department.
29	Allow each facility to create a facility-approved list of required elements for a completed health record?	Y	Soarian EDM Completion Management provides the ability for a facility to select the deficiency elements for documents.
	Release of Information		
30	Provide a capability for receiving and tracking requests for patient health information?	Y	Release Management (for release of information – ROI) supports flexible selection and batch printing; it does not support auto logging. Release Management helps you manage the entire release of information process with just one system. It helps you

	Requirements: Does your Solution...	A	B
			<p>manage:</p> <ul style="list-style-type: none"> • information about the disclosure of patient health information at the point of service throughout your facility • the process of reporting disclosures to a patient on request, as well as enables compliance with regulations <p>The Release Management Advantage:</p> <p>Whether you are trying to manage the release of information process, or report on your disclosures, Release Management provides you with an advantage that:</p> <ul style="list-style-type: none"> • helps to simplify and manage the release of information process for paper, electronic, or hybrid records • helps to identify and track the status of all medical record correspondence requests • helps to process billing and account management to ensure accurate payments • helps to capture disclosures made within the HIM department and external departments • helps to provide a complete accounting of disclosure report upon a patient's request • helps to support your compliance with HIPAA requirements and regulatory agencies • helps to import and manage disclosure information from third parties • upon a patient's request, add patient-specific alerts that can help the user decide whether or not to release information to the current requestor.
31	Allow for active patients/clients or their authorized representatives to request their own information online?	Y	This is available as part of the MobileMD Patient Portal.
32	Allow for active patients/clients or their authorized representatives to view and receive their own information online?	Y	See previous response.

	Requirements: Does your Solution...	A	B
33	Allow for discharged patients/clients to request their own information online?	Y	See response provided to requirement #31 in this section.
34	Provide the patient/consumer or eligible caregiver access to designated documentation for their personal health record?	Y	The patient's electronic health information can be provided as either a structured document or unstructured document (such as a traditional dictated discharge summary document). Siemens is supporting both means for distribution of an electronic copy of the patient's health information. If the document is a dictated document in Soarian Enterprise Document Management (EDM) then this can be provided to the patient. The structured Continuity of Care Document (CCD) provided by Siemens can include text or dictated hospital course sections that can be used to address the discharge summary. Model templates for the CCD document using the Clinical Letter are available with Soarian Clinicals. Because the CCD is configurable, you are able to pick and choose the data that you want to display. The CCD can then be easily sent to a device to create a CD to be given to the patient or, you may want to select to have the CCD put onto a USB Device for the patient.
35	Provide the capability to receive and track internal and external requests for information electronically (including subpoenas)?	Y	Release Management helps to simplify and manage the release of information process for paper, electronic, or hybrid records. When entering a request, the user has the ability to log that request as a subpoena.
36	Have the ability to allow an authorized user to enter a Release of Information (ROI) request with timeframe alerts?	Y	Authorized users can enter ROI requests with timeframe alerts.
37	Have the ability to track and pull forward patient demographic information and recipient information from previous responses to information requests so the user can check for duplicate requests and avoid having to enter the information each time?	Y	Patient data is retained. When entering a request for a patient the user will have the ability to see other outstanding requests for that patient.
38	Have the ability to track, view, and print an Accounting of Disclosures which includes patient name/ID, date of disclosure, recipient, reason for disclosure, and employee who	Y	Release management supports the capture of disclosures made within the HIM department and external departments. The system provides a complete accounting of disclosure

	Requirements: Does your Solution...	A	B
	disclosed the information?		report, upon patient's request. Reason for disclosure can be entered in the comments area.
39	Allow the Department to define records and/or reports that are considered to be the formal health record for disclosure purposes. [Designated Record Set]?	Y	Siemens provides the technology that is enabling organizations to move toward the electronic health record. Part of this process is the need to define and support the "legal health record" while continuing efforts to move toward the electronic record. Each health organization must define the contents and retention schedules of its own legal health record, Siemens provides solutions to enable the creation of a paperless medical record as a stepping-stone towards the EHR and the tools to help manage medical record compliance. Siemens recommends Soarian EDM as the archive for storing the legal health record.
40	Provide a capability to specify whether output will be chronological record output or specified record element output?	Y	Users can specify output sort.
41	Allow for retrieval of only the specific sets of information minimally necessary for release to different destinations (for example, courts, emergency rooms, etc.)?	Y	This requirement is user defined.
42	Have the ability to deliver the specifically requested information via a choice of fax, secure e-mail, or printed results to outside referring offices/agencies and to other remote sites with appropriate security??	Y	Auto document routing supports this requirement.
43	Have the ability to print all or selected sections of a patient's record for release?	Y	The ability to print all or selected sections for release is supported.
44	Have the ability to track that patient consents for release of information are obtained?	Y	Release Management supports the ability to track patient consents.
45	Have the ability for physicians and psychologists to document and restrict any release of information to a patient or authorized representative that is potentially harmful to the patient?	Y	Release Management supports the restriction of any release of patient information based on user log on privileges.
46	Have the ability to create a list of information released without patient consent but within the limits of HIPAA. [Permissible Disclosures]?	Y	A permissible disclosure is supported via Release Management.
	HIPAA Rights and Compliance		
47	Allow for patients/authorized representatives to electronically receive and acknowledge a HIPAA	Y	Supported via Soarian EDM signature capture.

	Requirements: Does your Solution...	A	B
	compliant Notice of Privacy Practices?		
48	Allow for patients/authorized representatives to Request Restrictions in accordance with HIPAA?	Y	This could be documented within Release Management,
49	Allow for alerts for specific restrictions as requested and granted by the patient or their authorized representative?	Y	Alerts for specific restrictions requests are supported.
50	Allow for patients or their authorized representatives to request and receive a secure, electronic encrypted copy of Confidential Communications of Personal Health Information?	Y	With Soarian EDM, documents can be encrypted before they are exported. In addition encryption can be achieved using other technologies such as https.
51	Allow patients to request an amendment to their record?	Y	Patients can request amendments to their record. The request can be stored in Release Management.
52	Have the ability to allow patients or their authorized representatives to file a complaint if they feel their HIPAA rights have been violated?	Y	A user-defined field could be used in Soarian to collect complaint information.
53	Have the ability to amend a record in accordance with HIPAA?	Y	This could be handled from within Release Management,
54	Have the ability to capture whether or not the facility agrees with the patient's/ authorized representative's request for amendment?	Y	Documents that your organization creates around compliance issues can be stored in the imaging database.
55	Have the ability to offer a patient/authorized representative the ability to write a 'statement of agreement or objection' if the facility disagrees with the amendment request?	Y	The objection could be imaged and stored with the patient record in Soarian EDM.
56	Have the ability to alert users to information that has been amended?	Y	This could be documented within Release Management.
	De-Identified Data Requests		
57	Have the ability to support the reporting of quality measures (e.g. Joint Commission NRI Measures) using de-identified patient data?	Y	The data in Soarian Analytics is already identified. We can inhibit the display of the identifiers if necessary.
58	Allow data to be exported by the user in a fashion that meets local requirements and HIPAA definition of "de-identified" information and maintain an audit trail of these requests and exports?	Y	Patient identification information can be masked for release based on external requests per local and HIPAA requirements. Soarian EDM provides the following audit reports for tracking the release of the Legal Medical Record; Export to Media, Electronic Release Turnaround Time, and Document Route Status. Additionally, several standard Audit Reports include the status of "Export" to Media" as an action.

	Requirements: Does your Solution...	A	B
59	Have the ability to de-identify data when an internal or external party requests patient data that does not need to include patient-identifiable information?	Y	We can inhibit the display of the identifiers if necessary.
60	Have the ability to de-identify data when internal or external party requests patient data, but is not entitled to identifiable patient information (by law or custom)?	Y	We can inhibit the display of the identifiers if necessary.
61	Give the user the ability to export information from the EHR system and allow the user to specify information to be de-identified, e.g., name, register number, etc.?	Y	Soarian EDM supports the following methods to help you mask portions of the online medical record: <ul style="list-style-type: none"> • Redaction – especially suited if printing • Amendment – with disclosure you indicate that “xyz” in the chart should not be released
62	Provide a subset of data for research purposes that is de-identified according to HIPAA Privacy Rule §164.514?	Y	Soarian Analytics can mask patient identity.
63	Have the ability to add a re-identification key to the de-identified data to support internal clinical audits?	Y	We can support this requirement. Additional information for analysis of your specifications is needed to determine any customizations.
Data Retention and Destruction			
64	Have the ability to identify the location of all medical records on any patient in the system and store and track each record from creation at Admission to transfer, discharge, long-term storage /archival and eventual destruction?	Y	For customers who use Soarian Enterprise products, patient clinical and financial records and documents are available throughout the workflow with one-click access through the Soarian UI. Throughout the workflows, users can access both functions from a single workstation. Patient folders are created automatically. Changes to patient information automatically update the HIM archives with no need to re-key information. Documents and reports are filed directly in patient’s electronic folders. User and patient context is maintained. Soarian EDM supports multiple types of media for the storage archive. Magnetic disk, tape, and Storage Area Network (SAN), are currently available.
65	Allow for scanning and electronic storage of old chart information into the new electronic patient record?	Y	Soarian EDM supports batch scanning as well as the ability to manually scan documents that may include handwritten or loose forms. Auto-index

	Requirements: Does your Solution...	A	B
			scanning is best suited for scanning patient charts, which are assembled into packets, separated by document types with barcoded Patient Index Pages (PIPs) and Document Type Index Pages (DIPs). In addition, you can use the assisted filing feature in EDM for scanning loose papers such as handwritten forms. The user simply enters the patient number in the retrieve folder option, selects the document type, and scans the papers. Any scanned documents are available in the imaging database immediately. With this method, no printing and retrieving PIPs or inserting PIPs and DIPs into the stack of loose papers is necessary.
66	Provide the ability to display and maintain scanned documents as images?	Y	Please see above response.
67	Provide the ability to index scanned documents and associate a date and document type to the document?	Y	Please see above response.
68	Provide the ability to retrieve scanned documents based on document type and date?	Y	Scanned documents can be retrieved based on document type and date. You can describe document types in Soarian EDM. For instance, users can create document types such as : <ul style="list-style-type: none"> • document type: department, • document type: name, document group and document descriptions, etc.
69	Provide the ability to receive, store in the patient's record, and display text-based outside reports (e.g., Microsoft Word documents)?	Y	Outside text reports such as transcribed results can be received and stored in the patient record.
70	Provide the ability to store and display administrative documents (e.g. privacy notices)?	Y	Administrative documents such as privacy notices can be stored and displayed.
71	Have the ability to retain patient data until otherwise purged, deleted, archived, or otherwise deliberately used?	Y	Archiving is supported within Soarian EDM, rather than purging, which is not supported. Soarian EDM has an open multi-tiered storage platform that supports various storage technologies.
72	Provide a method for archiving health record information?	Y	Please see above response.

	Requirements: Does your Solution...	A	B
73	Have the ability to control who can access archived information and specify what information may be accessed?	Y	Soarian EDM utilizes Microsoft Active Directory security, which enables users to create their own groups and users. Active Directory "group within group" security is utilized to support role-based security.
74	Allow appropriately authorized staff to add information after discharge, e.g., autopsy report, Medical Examiner's report, death certificate?	Y	Within Soarian EDM, tools are available which manage access rights by user. This is done using tokens, which represent a function that is securable within Soarian EDM. Tokens define by user who has the right to create, read, update delete and execute.
75	Have the ability to "close" a chart and move it to an "Inactive" or "Archived" status after discharge?	Y	Please see above response.
76	Have the ability to designate the retention period for a closed record?	Y	The record is online.
77	Provide the ability to retrieve information that has been archived?	Y	A user can access patient data that has been committed to the imaging repository in a number of ways.
78	Provide quick access and retrieval (Less than 2 seconds response time or better)?	Y	While Siemens systems generally experience good performance, including good overall system response times, each customer configuration and environment varies. Siemens will evaluate each customer situation and configuration before determining whether some form of response time warranty can be provided. Based on a specified configuration and the projected volume of transactions, in situations where a response time warranty cannot be provided, Siemens generally will provide estimates of performance times that may be experienced by the recommended configuration. Industry standard performance monitoring tools can be used with Soarian EDM.
79	Have the ability to manipulate document views by user such as 'zoom', 'rotate', 'pan', etc.?	Y	Users can manipulate document views such as zoom, rotate, pan etc.
80	Have the ability to allow authorized users to determine how long an active chart stays open or available after discharge and what document types are available?	Y	Authorized users can make these determinations.

	Requirements: Does your Solution...	A	B
81	Have the ability to select charts for "destruction" at the end of the retention period?	Y	Archiving is supported within Soarian EDM, rather than purging, which is not supported. Soarian EDM has an open multi-tiered storage platform that supports various storage technologies.
	Error Correction		
82	Provide a method for authorized staff to correct charting errors?	Y	Soarian enables an authorized clinician to correct a charting error.
83	Maintain an accessible audit trail of all error corrections?	Y	Soarian supports revisions made to the documentation and capture a revision history, including what was revised and who revised it.
84	Provide "strike-out" ability for correction of errors in charting entries?	Y	Soarian flags corrections or edits to charting entries, but does not provide a strike out capability. Original charting entries are maintained in the documentation audit trail as well as identification of the clinician correcting the error.
85	Allow for corrections made with a "red line" or similar feature - to clearly identify the error as well as by the date/time and author?	Y	The history of activity on a Clinical Note can be viewed by selecting the note, then using the Context Sensitive Menu and selecting HISTORY. The History will then display for the selected note. The original documentation, as well as the revision history, will display with the entered date/time. A Delta sign for change and there is a preference to display or not display erroneous documentation.
86	Require an electronic signature, date, and time when an error correction is made?	Y	Soarian supports electronic signature via the system's ability to perform re-authentication of user password, which will create an audit trail that keeps user ID, time/date, task, and object IDs.
87	Provide the ability to modify documentation entered in error, maintaining a record of the original entry, identification of the clinician correcting the error and the date and time corrected?	Y	Soarian flags corrections or edits to charting entries. Original charting entries are maintained in the documentation audit trail as well as identification of the clinician correcting the error.

F. Technical

The DBHDS envisions that the EHRS will be based on modern extensible software architectural principles to support foreseeable changes in the health information technology environment. The DBHDS Facilities operate 24 hours per day, 7 days per week, including all holidays (365 days per year). The successful vendor will propose a solution that provides high system availability and performance, built on a highly reliable and scalable hardware, using sustainable technologies.

The Department intends to take advantage of Commercial Off the Shelf products that support compatibility with and reuse of application system functionality by its various business functions. The DBHDS will evaluate proposals to select a product that best fits its' business and technical needs and requirements as stated in this section.

	Requirements: Does your Solution...	A	B
	General		
1	Support the concept of configuration, rather than code changes, by utilizing rules-based, table-driven, and modular components?	Y	The solution provides many tools for users to 'customize' and tailor the system without intervention from Siemens. For example, adapt and tailor the data collection screens and print forms, extend the data model and impose business logic constraints on the data residing in a form such as definitions for conditional logic, applicability criteria, allowable values, defaults, style settings, security task associations and help tool-tips within a "one screen" building workflow. All definitions are created within the form context on one screen. The tools specifically address the unique needs of different areas and users across your enterprise.
2	Provide online, browser-based web capabilities with no client component download(s), for all authorized users?	Y	The true thin-client, browser-based UI applies user-centered design techniques, offering ease of navigation by bringing all data to the user based upon the necessary workflows for a particular user role and functional requirement. There are no download of plug-ins or applets performed. Standard HTML, DHTML, and XML are employed from the client to the data. Microsoft IIS is installed to provide the client devices web-based services.
3	Support open architecture software that is flexible and cost-effective to modify and maintain?	Y	Siemens invested to create a new HIS, Soarian, using a contemporary design approach. By designing the solution on a Service-Oriented Architecture (SOA) principle, Siemens has created a platform to last for the next 20-30 years. The SOA enables application modularity, increased scalability, and reuse of business functionality. From a business perspective, SOA allows an

	Requirements: Does your Solution...	A	B
			increased ability to adapt to changing business environments, faster speed of development, and enablement of more complex functionality through application and workflow compositions. Soarian is the only product in healthcare developed on the SOA design.
4	Provide version update(s) including expanding system capacity?	Y	Soarian releases/updates/enhancements are delivered via CD-ROM. Service packs are delivered every 1-3 months for updates and major releases are delivered every 12-18 months. Siemens personnel apply all new releases/updates/enhancements to the system.
5	Provide a software and hardware solution that is upgradeable and expandable and preserves solution customizations. The Contractor's hardware and software capacity selections should support the applications so as to meet the requirements of this RFP?	Y	Soarian leverages both vertical and horizontal scalability of hardware and processing functions. The architecture uses the parallel processing of high capacity hardware platforms allowing throughput and response time improvements with increasing cores or clock speed. The system also includes parallel processing and multi-threading that leverages multiple cores on a single server, and via load balancing, multiple servers at the application/web tier. User and processing activity is spread across the servers in the middle tier and, as load increases, CPUs can be added to accommodate them. Key processing threads such as inbound and outbound queues for results, orders, patients, assessments, and workflow events can be individually scaled out to accommodate increasing load.
6	Appropriately size hardware to handle the State's transaction traffic and volume at DBHDS-accepted performance levels?	Y	Siemens uses specially developed algorithms in determining a configuration such as the modules to be implemented, number of concurrent users, use of RAID/clustering, number of entities, anticipated growth, retention criteria, number of master patient index, patient backlog, inpatient days, outpatient/ER visits, and expected transaction volumes are used as input to the algorithms during the fit analysis process. Siemens will provide

	Requirements: Does your Solution...	A	B
			a technology specifications document, which outlines the required workstation/servers in-house as well as the servers that will reside in our Siemens data center.
7	Ensure all hardware, software or communications components installed for use by State's staff are compatible with the State currently supported versions of the Microsoft Operating System, Microsoft Office Suite and Internet Explorer, including both current and upcoming versions: Current - Windows Xp professional and Office 2007; Upcoming - Windows 7 (64 bit) and Office 2010 (64 bit)?	Y	The system supports Microsoft Windows Server 2003 (current), or Microsoft Windows Server 2008R2 (64bit), or VMware vSphere Hypervisor ESXi on Windows Server 2008R2 (SC V3.3 and SF V3.4 release) on Intel Pentium processors. Microsoft Vista or Windows 7 client operating system is supported on the Intel workstation. TCP/IP is the supported communication protocol.
8	Provide for all version upgrades to be tested and approved by the agency prior to being implemented?	Y	Siemens uses Rational ClearCase for version control. Customers receive extensive documentation on all software releases. For the ASP delivery, Siemens personnel will be responsible for all upgrades and testing to the servers residing in the data center.
9	Support the application of Version upgrades in a controlled manner to prevent disruption to users?	Y	Soarian's multiple environments include test, production and training. All upgrades are first applied to the test system. The change control board monitors migration from the test to the production environment.
10	Support testing and implementation of Operating system patches and upgrades in compliance with the State's security policies (refer to 5.A.2)?	Y	Siemens standard process is to perform an upgrade readiness assessment that facilitates the coordination with third-party hardware and software vendors of implementing any new enhancements to the system. Once a new technology is identified, we perform extensive QA before certifying its viability for a production quality deployment of our system. Siemens typically targets our certification within 9-12 months of general availability for non-security related updates. For critical security related updates, Siemens recommends that software updates from Microsoft or other software you have implemented be installed in accordance with your policies and procedures. Siemens delivers software fixes in the form of

	Requirements: Does your Solution...	A	B
			Service Packs and customers are encouraged to keep their environments current.
11	Support current technologies for data interchange (e.g. ANSI ASC X12, SGML, XML, HL7)?	Y	<p>As a leader in international standards development and implementation, Siemens recognizes the long-term commitment required to achieve a single set of standards. Our experts actively lead and participate in key standards organizations such as CCHIT, HITSP, HL7, ASTM, DICOM, X12N, ISO, IEC, IHE, and WEDI.</p> <p>Here are just a few of the technologies and standards Siemens already leverages in our product offerings:</p> <ul style="list-style-type: none"> • HL7 & XML for interfaces • CCDs for clinical data exchange • IHE Profiles for integration with HIEs and RHIOs • ANSI Standards • CCOW for Context Management • Biometrics for user identification • LDAP support for shared identity and permissions infrastructure
12	Provide web-based EHR access that requires no desktop software except the State-standard version web browser and that complies with recognized usability standards, e.g., the American Disabilities Act (ADA), Older Americans Act, the Rehabilitation Act Section 508 Subpart B Section 1194.21, etc.?	N	Third-party software requirements will be outlined in the Siemens technology specification document.
13	Support multiple industry standards, including but not limited to JMS, XML, XSLT, JCA, J2EE and .NET technologies?	Y	Soarian employs industry standards in virtually every aspect of its architecture. The UI runs in a standard Internet browser thin client. Standard HTML, DHTML and XML are employed from the client to the data. Open code sets such as J2EE and WebSphere are employed for Web Services and internals. Transactions are sent from and received using HL7.
14	Include a fully integrated, flexible commercially available report writer for the production of ad-hoc and pre-formatted reports in electronic or paper format?	Y	The solution provides an analytical environment that allows a broad range of outputs including queries and reports from analytical models. The system uses standard platform services such as Microsoft's Analytical Services and Web Publishing, in addition to Crystal

	Requirements: Does your Solution...	A	B
			Reports, to create specific metrics and notify stakeholders of results or alerts in many ways, including calling their phone, publishing it to the web in an email, printing a report.
15	Support Medicaid Information Technology Architecture (MITA) architecture requirements? See http://dmasva.dmas.virginia.gov/Content_pgs/mita.aspx	Y	Soarian Financials includes payer edits, including those applicable to Medicare and Medicaid, which are applied at the beginning of initial contact with the patient. These edits are refreshed on a regular basis, as new information becomes available from the payers. The UI provides allowable values lists and defaults as appropriate based on the needs of each workflow.
16	Provide functionality to run "on demand" rules, and otherwise support a "rules engine"?	Y	The Soarian Rules Engine supports the clinician's workflow by providing near real-time clinical alerts and reminders. The alerts and reminders are generated in response to order, results, and abnormal assessment data. The user has a variety of response options depending on the nature of the reminder. These include, but are not limited to, presentation of web addresses as part of a rule, a link to evidence based medical references, or internal policies and procedures for additional reference materials, as well as rules that support established therapy protocols. Escalations and re-directing alerts, as well as the option of a "hard stop" for certain treatment protocols, contributes to patient safety and oversight of teaching environments.
17	Provide functionality to allow multiple facilities to be defined within the enterprise while supporting each in their unique medication management system options and facility-specific rules?	Y	The system is designed for the entire enterprise and is perfectly suited for the single entity or complex multi-entity environment, with centralized servers driving content. As a multi-entity system, the system stores the configuration information of the whole enterprise in its database. If Hosp A and B are part of the same enterprise, their profile data will be stored in the same database.
18	Allow "partitions" between facilities?	Y	The system is delivered with multiple environments including test, training, and production. All upgrades are first applied to the test system and a change control board monitors migration from the test to the production environment. Starter models are also populated

	Requirements: Does your Solution...	A	B
			<p>within the test environment and implementation teams can access this environment prior to the delivery of software to the customer. Authorized users can logon to the desktop and view and try out various parts of the application. Using test patients, you can also perform tasks such as using the worklist, charting assessments, and placing orders. You can also show live, working examples of the configuration options available.</p>
19	<p>Provide that protocols, formularies, alerts, decision support rules, evidence-based medicine guidelines and other customized information can be selectively shared among users in different facilities to reduce setup time and maximize efficiencies?</p>	Y	<p>With Soarian’s documentation tools, users can tailor existing screens and pathways, or create new ones, to most appropriately fit the needs of various facilities, care team departments, and members. The tools provide our customers with the means to easily adapt and tailor their clinical data collection screens and print forms (e.g., Order Detail Screens, Assessment Data Collection Screens, Manual Result Entry Screens, Soarian Clinical Admission Discharge and Transfer (ADT) screens. Further, it extends the Soarian data model and imposes business logic constraints on the data residing in a form such as definitions for conditional logic, applicability criteria, allowable values, defaults, style settings, security task associations and help tool-tips within a “one screen” building workflow. All definitions are created within the form context on one screen.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Census management functions configurable by facility/department, specialty/role, and individual user preference. • Soarian’s workflow engine can assist clinicians in completing required documentation according to the CMS guidelines by alerting a clinician when a client assessment is due and escalating if the assessment is not completed within a defined timeline. • Customization of formularies: Formularies can be maintained in Siemens Pharmacy and changes are

	Requirements: Does your Solution...	A	B
			<p>synchronized into Soarian Clinicals' service catalog. Formularies can be configured specific to multiple entities based on a single medication definition.</p> <ul style="list-style-type: none"> • Medication Decision Support: Can be configured to filter alerts for a specific severity level (e.g. geriatric precautions - absolute contraindications only or eliminate therapeutic classes or specific med pairs from therapeutic duplicate checking). Configuration can be made specific to user role, (e.g. could be different for a resident vs. an attending or a cardiologist vs. an anesthesiologist). • Individual preferences for workflow and screen presentation including. • Assessments - set I&O level of detail and the unit of measure for temperature, weight, and height. • Census - set the default census sort and new medical data display settings. • Clinical Notes - define the number of hours in the past to populate the notes view in the Patient Record screen. • Current Orders - set the appearance of the Orders Chart on the Charting screen. • Log Specimen Collection - configure the workflow and information regarding the specimen information in the Worklist section of the Portal screen. • Orders Charting - set the date range of occurrences to display on the Orders Chart. • Patient Record - define whether reference ranges should be displayed on the Patient Record screen. • Result Flowsheet - set the sort order, the amount of time that can be trended, and whether to show empty sample collection dates for the specified result flowsheet. • Result Notification - set the types of results to display, for which doctors, and for how long on the

	Requirements: Does your Solution...	A	B
			<p>Worklist for each result flowsheet.</p> <ul style="list-style-type: none"> • View Problems - set the way problems are displayed on the CDP chart. • Worklist – define the Worklists that appear on the Portal screen and other viewing preferences.
20	Allow for separation of distinct location specific variables while establishing balance between system-wide standards and location-specific variants?	Y	Yes, system supports single or multi-entity environments.
21	Monitor the use of abbreviations and provide alerts for unapproved medical abbreviations (e.g. do not use abbreviations) defined by users?	Y	The Soarian Workflow Engine provides support for alerts.
22	Provide capability to connect handheld mobile devices via a secure wireless network using WPA2 for display and entry of clinical data?	Y	Siemens recommends the connectivity protocols of 802.11a, 802.11b, or 802.11g to be used. Siemens recommends 128-bit encryption, using static WEP keys, and VPN with triple-DES.
23	Support functionality for thumbprint technology?	Y	The system supports multiple levels of authentication, such as: user ID/password, smart card/pin/password, token/pin, biometric fingerprint ID, biometric keyboards, etc.
24	Provide for hand held touch screen tablets for point of care clinical documentation?	Y	From a mobility perspective, Siemens supports the full spectrum of mobile device types, including: wireless laptops/notebooks, clinical tablet PCs such as the Panasonic HI, Motion C5v, and Tangent Tycoon HealthPad as well as smart phones and PDAs including Blackberry®, Apple iPhone™, iPad, iPod Touch, Windows Mobile PalmOS®, and PocketPC.
25	Provide documentation proving the vendor has tested and assured that all modules of the EHR System are certified free of malevolent software ("malware")?	Y	Yes. Our Quality Management System fulfills the FDA requirements of the Quality System Regulation (21 CFR 820) and is certified according to ISO 9001:2008* and ISO 13485:2007** by an accredited third-party organization. To ensure that the processes enable the organization to provide safe, effective, and efficient solutions to the customers it is controlled systematically controlled internally and externally by an independent third-party.

	Requirements: Does your Solution...	A	B
			Built into the software management process are series of QA checkpoints that enable you to validate the stability of the software as it migrates towards the production model.
26	Provide that the EHR system is designed, sized, developed, and implemented to accommodate a staff of 4,833 (across three shifts) and an average annual patient count of 6,338?	Y	Siemens uses specially developed algorithms in determining a configuration such as the number of concurrent users. Siemens feels confident that it will meet and likely exceed your organization's expectations.
27	Support Solution architecture principals of the National Health Information Technology (NHIT) including Service Oriented Architecture (SOA)?	Y	The SOA is a flexible set of design principles used during the phases of systems development and interoperability in computing. A system based on a SOA will package functionality as a suite of interoperable services that can be used within multiple, separate systems from several business domains. So instead of building a single comprehensive system, the software is instead made up of smaller stand-alone services that can be accessed (used, shared) separately as needed. SOA is therefore more agile and efficient than traditional systems development. This flexible technology platform provides a solid foundation upon which to build or leverage the components needed to meet exchange requirements.
28	<p>Meet or exceed industry standards of web application response times as follows:</p> <p>No more than 1 second may elapse between the entry of new data into a blank field and its display on the screen.</p> <p>No more than 1 second may elapse between entry of an update, insertion or deletion of a data element and its display on the screen.</p> <p>No more than 2 seconds may elapse between the submissions of a simple query or simple report request and the page refresh.</p> <p>For complex queries or complex report requests, no more than 15 seconds may elapse between submission and page refresh. The system should display dynamic user feedback that the system is processing the request.</p>	Y	<p>The Siemens data center provides exceptional service levels with well-over 99.998%+ network availability.</p> <p>Server side virtualization is enabling the near real-time infrastructure for higher SLAs for availability and elasticity (scalability, performance).</p> <p>Siemens will discuss responses time warranties as part of the contractual cycle.</p>

	Requirements: Does your Solution...	A	B
	Edits requiring data look-ups should not exceed 2 seconds before display of a confirmation or error message.		
29	Provide for separate development, test, production and training environments?	Y	A typical Soarian customer has multiple software environments (test, train, and production). Siemens recommends separate hardware configurations for each environment with the test and training environments sharing a database server. The test environment can have multiple versions (i.e. Test1, Test2, etc.)
30	Comply with all HIPAA Rules and standards as required by the Health Insurance Portability and Accountability Act of 1996?	Y	Siemens works to ensure our applications meet regulatory and accreditation standards. Siemens review of industry regulators is ongoing and updates are made to include changes in regulations in our product lines. Siemens will make available to our customers programming changes to the applications in response to generally applicable state-mandated billing changes and generally applicable federally mandated regulatory changes, including programming changes made in response to HIPAA. These regulatory changes to applications may be billable depending on the nature and extent of the changes.
31	Provide an alert when the display of a report, list, or view exceeds the current screen or printed page, and indicate the page continues?	N	Dependent upon the settings of the printer.
32	Provide live phone support for system administrators and technical staff?	Y	Support is available electronically, by fax and phone. Knowledge base

	Requirements: Does your Solution...	A	B
			and support personnel are available.
	Provide live phone support (Help Desk) for users 24 x 7 x 365?		Support is available 24/7, 365 days a year, holidays included.
33	Have the ability to support time synchronization using NTP/SNTP, and use this synchronized time in all security records of time?	Y	<p>The date/time on the audit record is linked to the date/time on the applications server.</p> <p>For ASP delivery, the date/time synchronization is within the customer's time zone. There is no synchronization of date/time between the ASP-based servers and any customer-hosted servers in their LAN.</p>
34	Have the ability to format for exported recorded time stamps, using UTC based on ISO 8601?	Y	Yes, the system supports an audit export that allows the time to be exported in UTC.
35	Allow for the incorporation of radiology (PACS) or other imaging results?	Y	Soarian supports access to images and documents stored in external systems such as document imaging and PACS via a URL link.
36	Provide enterprise-wide chart tracking capability (chart locator) and provide migration capabilities of existing paper charts into the EHR?	Y	<p>You can continue to use the current paper chart tracking module, which can continue to be used as you migrate to the electronic medical record that Soarian EDM supports. Once records are online to Soarian EDM Online Medical Record [OMR], the need for paper-based chart tracking is not required. Siemens provides optional professional services for organizations transitioning from paper based medical record systems to an electronic medical record solution such as Soarian EDM HIM Online Medical Record (OMR). These services can include back scanning existing paper records to help facilitate the transition to an electronic environment; staffing the ongoing scanning and document management process; or managing and maintaining a customer's scanning equipment and IT solutions infrastructure. Siemens recognizes that customers must balance efficiency, accuracy, and accessibility of paper-based data and stored images within limited information technology budgets. Soarian EDM acts as a bridge to a web-based, paperless environment. For example, Siemens has a third-party relationship to provide services for high volume scan capture of paper</p>

	Requirements: Does your Solution...	A	B
			charts and records. This would be an option for you to consider as you move from a paper-based record to an electronic medical record.
37	Provide the ability to identify and link data from external sources to a patient record?	Y	Yes. It is possible to create any type of form, chart electronically, and print. Scanned documents can also be viewed from within the patient record / clinical summary. Soarian supports a link out to patient education / resources that can then be printed from the browser.
38	Provide a paper throughput analysis for documents processed through Computer Output to Laser Disk (COLD) feed?	Y	COLD feed retrieves electronically generated documents from other systems and transfers them to Soarian EDM to be automatically indexed and stored in the archive. These documents have basic file formats, such as text, PDF, XML, etc., and can be a single document per patient or multi-patient documents. If they are multi-patient documents, then Soarian EDM can burst the document and file individual patient data in the appropriate folder. In addition to the characteristics of COLD documents, complex formats and documents with templates (for easy viewing and printing) can be stored in Soarian EDM.
39	Provide a print/fax/email maintenance function to allow review of the status of print, fax or email jobs?	Y	<p>Soarian provides configurable print routing capabilities including routing to a fax, based on routing parameters and output content through its Output Management System (OMS).</p> <p>Soarian will generate e-mail as output through the OMS. Individual e-mail destinations and destination groups can be set up to meet your e-mail messaging needs. For example, if you have set up multiple SMTP gateways, you can specify whether to use secure, non-secure, or a mix of secure and non-secure e-mail messaging according to your needs.</p>
40	Provide an error log to view or print information about system errors occurring during a specific day or for a range of days, as related to workflow tools?	Y	The monitoring tool within Soarian, logs when the application fails to successfully perform a particular task as requested by the user or as a notification of an event. These exceptions can be caused due to coding errors, or incorrect configuration settings. All Soarian applications record unexpected errors to the

	Requirements: Does your Solution...	A	B
			<p>exception log and store as much information as possible in the exception record. You can use the common exception log to review troubleshooting information and analyze the cause for a particular error. The exception log can also help to identify the root cause for a problem.</p> <p>At the data center, extensive monitoring tools are used by Siemens personnel to manage the servers.</p>
41	<p>Have the ability to generate error logs when interface files or transactions are rejected, along with reasons for why the interface file or transaction was rejected?</p>	Y	<p>The interface error log can record messages ranging as follows:</p> <ul style="list-style-type: none"> • Information - No action required. Setting error logging to this level will also include informational as well as warning, error and fatal messages. • Warning - No immediate action needed, but the situation should be monitored. Setting error logging to this level will include warning as well as error, and fatal messages. • Error - Indicates a condition that might cause an interface to stop processing. Siemens OPENLink can recover from some error conditions. Setting error logging to this level will include error as well as fatal messages. • Fatal - Indicates a condition from which Siemens OPENLink cannot recover. Fatal errors cause an interface to stop processing. Setting error logging to this level will include fatal errors only.
42	<p>Have the ability to limit print capabilities by user location as defined by the facility?</p>	Y	<p>Based on role-based security access.</p>
	<p>Access and Web Portals</p>		
43	<p>Provide patients secure access to their health information through a web browser interface that is compliant with HIPAA and Commonwealth Standards, including but not limited to:</p> <p>Laboratory results</p> <p>Problem list</p> <p>Medication lists</p>	Y	<p>The MobileMD Patient Portal enables patients to view their demographics and records that the hospital has made available to them. The hospital (or practice) can filter any and all different types of records.</p> <p>Via the portal, patients can securely:</p> <ul style="list-style-type: none"> • Create and manage their medical

	Requirements: Does your Solution...	A	B
	Medication allergies, hypersensitivities and drug intolerance.		<p>account, as well as linked family members.</p> <ul style="list-style-type: none"> • Communicate via secure email with their physicians. • Request prescription renewals. • Request appointments and schedule changes. • Request legal copies of medical records. • View medical history details. • Link to other educational material and web-based resources.
44	Support ability to securely upload (as indicated by HIPAA and Commonwealth Security Standards) electronic documents or images in a variety of formats (e.g. PNF, JPEG, and GIF) and sizes greater than 20MB. Types of electronic files include medical images (digital X-rays, MRI, ultrasounds, etc.)?	Y	<p>Both providers and patients can attach files to secure messages within the HIE solution. These files can be essentially any standard document or image format – text, word processor, PDF, and various image types such as PNG, JPEG, and GIF.</p> <p>Additionally, we support retrieval and display of DICOM images in a secure manner. These images are usually maintained in the PACS system and retrieved at time of request for presentation to the user. The native DICOM image viewer is launched within the clinical portal application. Larger file sizes can be supported, but are typically impractical.</p>
45	Support ability to toggle between patient records?	Y	The Patient Portal contains a rich administrative set of features for provisioning users/patients to access their patient records.
46	Provide EHR application availability 24 x 7 x 365	Y	We follow an N+1 architecture for maintaining high availability and load balancing. Each system has minimally one mirrored system in an active or passive configuration that, in the event of a system failing, the other will pick up the load and service the processing. Time sensitive data is replicated real-time to co-located mirrored systems as well as to a secondary facility geographically dispersed from the primary location. In the event of a catastrophic failure within the primary facility, the secondary

	Requirements: Does your Solution...	A	B
			facility would take over.
47	Accommodate access to patient records by patients with primary languages other than English?	Y	While our professional services teams can create multi-lingual login screens, the clinical content the patient sees in the portal will reflect whatever languages are supported by the document's author. For instance, some lab systems may provide results in multiple languages. If so, that multi-lingual information would be displayed in the portal, just as it would be printed on a hard copy report.
48	Allow read-only access for reviewers and auditors. (internal/external)?	Y	Access is based upon the user's care setting, assigned role(s), known patient consent status, and other entity relationships.
49	Allow appropriately authorized users to access a restricted chart for emergency "break-the-glass" situations, and flag such access for review/audit?	Y	Physicians can override system provisioning where patient safety is deemed in immediate jeopardy. Access to the emergency access feature requires physician attestation that the override is an emergency. Initiation of the patient query, and attestation reason selected by the user is captured in the HIE audit logs.
50	Have the ability to enter data into patient charts from multiple locations by multiple disciplines and/or multiple concurrent users simultaneously. (i.e. Physician, Nursing, Social Work, Therapist, Ancillary, etc.)?	Y	MobileMD provides an omni-directional platform for connectivity across organizations, provider settings, specialties, and services. This service replaces thousands of healthcare data handoffs previously facilitated by fax, courier, or hundreds of unsupportable, point-to-point non-standard interfaces. By utilizing this service, care communities enjoy a seamless longitudinal record system that also supports the active movement of patient data between providers using dissimilar EMRs. Data flows can support orders, results delivery, referrals, patient discharges and transfers, and ad hoc patient-to-physician or physician-to-physician messages.
	Security and Privacy		
51	Meet all security and PHI requirements defined by HIPAA, National Institute of Standards and Technology (NIST), and the Commonwealth security standards? COV security requirements (SEC 501-06,	Y	Siemens solutions support HIPAA regulations related to security and privacy. Audit records are generated when applicable to provide a trail of access to - or potential access to - protected

	Requirements: Does your Solution...	A	B
	<p>http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Information_Security_Standard_SEC501_06_07012011.pdf).</p>		<p>health information.</p> <p>The HIPAA privacy regulations require covered entities to adopt reasonable safeguards, policies, and procedures for PHI. The privacy requirements do not mandate specific technology-based security features, although there are many intersections where privacy and security meet. HIPAA security is procedural in nature; however, Siemens solutions provide tools to enable your system administrator to implement safeguards such as staff access rights.</p>
52	<p>Provide documentation showing compliance to the HIPAA and Commonwealth security standards, including but not limited to: creation, modification, and deactivation of user accounts, management of roles, reset of passwords, configuration of password constraints, and audit logs?</p>	Y	<p>Siemens product documentation contains complete information about security standards, role-based access, user accounts, password characteristic, audit logs, etc. This documentation can be provided if chosen vendor of choice on the customer's website at www.usa.siemens.com/HSCustomerWorld.</p>
53	<p>Provide the ability to prevent specified user(s) from accessing a designated patient's chart. (e.g. block a user who has a personal relationship with a patient from accessing that patient's chart)?</p>	Y	<p>There are security profiles and tools to manage what the user is authorized to do in the system based on role-based security. User access rights are integrated into the application workflows.</p>
54	<p>Have the ability to support role-based access control that is in compliance with the HL-7 Permissions Catalog?</p>	Y	<p>Role-based access rights are supported.</p>
55	<p>Include procedures for accessing necessary electronic Protected Health Information (ePHI) in the event of an emergency; continue protection of ePHI in emergency?</p>	Y	<p>Your administrator defines security permissions based on role and workflows. Properly defined security is implemented to enable users to gain access only to the information they require in the least restricted manner. There are situations when your normal security settings prevent you from accessing the required information. Your administrator can grant trusted users emergency access which enables these users to circumvent all security mechanisms. The Log Off dialog box then enables you to log on in emergency access mode. You must enter your password and a reason for invoking emergency access. The system audits all emergency access sessions. Emergency access ends when you log off of the</p>

	Requirements: Does your Solution...	A	B
			system or when you log back on in normal mode from the log off dialog box.
56	Provide security levels for inquiry, add, change, and delete transactions by user ID and password at the minimum following levels: Menu, Module, File, Record, Screen/window/web page, Field	Y	Access can be granted, denied, and modified by the system administrator to any user, based on the following levels; Multiple entities, Multiple departments, User ID, User class, Application, Library - A "library" of existing reports can be accessed by system users if an author shares his/her report with other users, Function within application, Field within application/database, and Menu. Users may also have access to a particular level within one application and have the same, greater, or less access capability in another application.
57	Provide the ability to recover the User ID and password via a secure automated method?	Y	Recovery features are provided within the system such as RAID, clustering, load balancing, etc.
58	Provide the ability to either support or restrict users from concurrent logons. (multiple logins under same UserID)?	Y	A security setting allows the administrator to determine whether users are restricted to a single session or can instantiate multiple terminal sessions. User IDs must be unique.
	Audit		
59	Allow an authorized administrator to set the inclusion or exclusion of auditable events based on organizational policy & operating requirements/limits?	Y	The audit management function allows an authorized user to view, print, or select as audit points from over 400 auditable system activities that are defined in the audit policy catalog. For example, a user authorized to perform audit queries could track all the access for a specific patient on a specific day. More commonly, the audit is likely to be used to monitor "special" functions such as authentication of restricted orders or viewing of VIP patients.
60	Provide authorized administrators the capability to export logs into text format in such a manner as to allow correlation based on time (e.g. UTC synchronization)?	Y	Yes, the system supports an audit export that allows the time to be exported in UTC. You can export audit records using the dialog box in tab-delimited or comma-delimited formats. When files are correctly delimited, you can then open audit record files using applications such as Microsoft Excel and Access. In addition, you can save the file in .xls, .mdb, or .txt format.
61	Protect stored audit records from unauthorized	Y	At the Siemens data center, Data at

	Requirements: Does your Solution...	A	B
	deletion or modifications?		Rest can exist in storage environments such as a SAN (static media) or on mobile devices such as CDs, USB drives, tapes, laptops, workstations, etc. (mobile media). To minimize impact on Siemens and/or other vendor software, Siemens recommends a storage-based encryption solution for most of its products. We suggest using either SAN IO stack encryption or SAN fabric-based encryption. The SAN IO stack solutions have an added benefit of encrypting certain Data in Transit.
62	Include alerts, logs and audit trails to notify security personnel of any inappropriate attempt to add, change or delete data or modify system software?	Y	The system can be configured to display an online alert to a designated workstation when defined, hospital-specified security violations occur. These could include unauthorized external remote access, access using specific security codes, or attempts at access that exceed a number and fail. The system collects all the requested information as audit records. The system can also be configured to perform notifications to authorized users, when security violations are logged.
63	Provide audit trails of all entries/ deletions?	Y	Audit policies indicate the user that performed the activity, the source system that initiated the action, if the activity was successfully completed, site ID indicates the facility at which the activity occurred, the action that occurred during the activity, such as create or read, date/time the activity was performed, and the specific task that was performed during the activity.
64	Provide authorized administrators with capability to read all audit information records in a manner suitable for the user to interpret the information?	Y	Yes, please see above response.
65	Provide authorized administrators with capability to generate audit reports based on ranges of system date, time and other parameters?	Y	Queries are provided for either on-line viewing or as printed output of audit records contained in the record repository. For example, Event Action, Totals by Entity, Totals by Audit Policy (event being audited), Totals by User, and Totals by System Access.
66	Prohibit all users read access to the audit records, except those users that have been granted explicit read-access?	Y	Audit trail based on the user ID for add data, change data, delete data, and inquire only.

	Requirements: Does your Solution...	A	B
67	Provide the capability to log the production of all printed reports (including faxes and e-mails) with the user name, date and time, requesting workstation, and name of report (if pre-configured)?	Y	Yes, based on user ID.
68	Provide the capability to audit the activities of a specific user?	Y	Yes, based on user ID.
69	Allow system administrators to define parameters to select specific records or to randomly select records for audit or quality assurance purposes?	Y	Yes, a authorized user can report on specific audit records.
Data / Health Information Exchange			
70	Provide a "real time" system, whereby entries in the user interface access and update enterprise data in real time?	Y	All patient data is pushed immediately to the community provider as the results enter the MobileMD exchange.
71	Properly normalize or de-normalize all tables for efficient operation?	Y	<p>MobileMD's Intelligence Engine facilitates the basic data transport and transaction conformance checking, and transforms, translates, and normalizes all inbound data in preparation for appropriate distribution and integration.</p> <p>Additionally, the Intelligence Engine can transform data and route it to various providers in numerous formats. Source documents are maintained in their native format so the historical record is completely accurate. This also allows you to resend or retranslate information from the master document at a later date.</p>
72	Include properly set and controlled relations among tables within the databases?	Y	The MobileMD HIE is a 100% cloud-based solution. All database administration is provided by Siemens as part of the service.
73	Include database integrity tools to be used to enforce field and relationship requirements?	Y	The MobileMD HIE is a 100% cloud-based solution. All database administration is provided by Siemens as part of the service.
74	Include capability that all transactions for error recovery; if the entire transaction does not process completely, the entire transaction is rolled back and error reports are produced?	Y	The MobileMD HIE is a 100% cloud-based solution. All database administration is provided by Siemens as part of the service.
75	<p>Test and validate HIPAA transaction processing according to the following guidelines developed by the Strategic National Implementation Process:</p> <p>Zone 1 (Compliance Testing): Test for</p>	Y	All data that is transmitted to and from our facilities are secured through various industry standard encryption levels that meet or exceed all HIPAA and Hi-Tech Act

	Requirements: Does your Solution...	A	B
	<p>integrity and syntax; Test for adherence to national implementation guides; Test for balancing; Test for situational elements in the State implementation guide; Test for code set conformance; Test for each specialty, line of business or Provider grouping</p> <p>Zone 2 (Application, Operations, and Interface testing)</p> <p>Zone 3 (Business to Business Testing)</p>		security requirements.
76	Provide for automatic locking of records or data fields to prevent two people from modifying the same data elements at the same time?	Y	These features are controlled by our database tools and our system's architecture.
77	Provide for deleted patient information to be archived to other media and restored if requested?	Y	Siemens manages data archiving to meet your requirements. Currently, no patient data is deleted or purged from the HIE database.
78	Provide the ability to distinguish data loaded manually during downtimes as opposed to data received via online electronic interfaces (orders, results, etc)?	Y	All data types can be identified by its source or originator. Data forms can also be classified by type to promote easy identification and routing.
79	Permit the creation, addition, and deletion of an unlimited number of user defined fields and data elements to the database?	Y	Siemens will work with VITA to manage subscription preferences and clinical workflows.
80	Provide for validation of all data imported into the system based on Department-defined rules for that interface?	Y	Your HIE can receive as much or as little information as you require. We will generate test messages in accordance with a mutually agreed upon test plan. Testing results will be compiled in a Testing Evidence Document to ensure the messages display what is being sent.
81	Provide the ability to accept, store in the patient's record, and display clinical results and other patient information received through an electronic interface with an external source?	Y	Clinicians using the MobileMD HIE have the ability to control the flow and types of patient data they receive and send. They determine whether or not they want certain messages and documents to route into their ambulatory EMRs, or if they stay in the MobileMD cloud. MobileMD manages these data subscription preferences by physician, and our rapid support teams can adjust the frequency, volume, and types of messages individually, at any time.
82	Provide for validation of all data imported into the system based on DBHDS-defined rules for each interface?	Y	You define the data that is exchanged through the HIE. You test the exchange of data during

	Requirements: Does your Solution...	A	B
			the implementation.
83	Have the ability to interface via a secure HL7 message with third party Admission, Discharge, and Transfer (ADT) applications to exchange patient demographic information?	Y	MobileMD supports the primary interoperability standards, including HL7 v2, HL7 v3, IHE XDS, Nw-HIN, DICOM, NCPDP, SNOMED CT, ICD-9, ICD-10, NANDA, NIC, NOC, CDA, CCD, CCR, X12, RxNorm, XML, PDF, and non-standard formats like CSV and text files. It facilitates secure exchange through a number of protocols, including TCP/IP MLLP, Web Services, Direct Project, sFTP, and FTP. All result/report data may be stored as discrete data where provided in a discrete format.
84	Provide capability to submit electronic syndromic surveillance data to public health agencies (Meaningful Use Menu Set)?	Y	If the public health authorities and receivers of PHI can interoperate in accordance with current and emerging standards such as HL7, Nw-HIN Connect, Nw-HIN Direct, and IHE profiles, interfaces can easily be constructed.
85	Provide capability to submit electronic data on reportable laboratory results to public health agencies (Meaningful Use Menu Set)?	Y	Yes, see number 84 above.
86	Have the ability to interface with third party Pharmacy applications to exchange specific pharmacy information to include permissible prescriptions (Meaningful Use Core Set)?	Y	An optional e-prescribing module includes SureScripts Gold Certified capability to write and transmit electronic prescriptions.
87	Have the ability to interface with third party billing systems?	Y	Inbound and outbound messages can be sent to any approved third-party, but a specific case scenario would be helpful to provide context.
88	Have the ability to send and receive delimited text files?	Y	Raw files such as delimited text would require reformatting for human-readable presentations.
89	Have the capability to interface using HL7 for lab orders and lab results from third party laboratories?	Y	MobileMD manages both uni- and bi-directional HL7 based interfaces and is experienced using the latest Nw-HIN and IHE/XDS protocols. A common set of hospital-based interface feeds include ADT, Labs, Radiology, Pathology, Transcription, Blood Bank, EKG, Microbiology, and Physical Therapy. We may also receive feeds from Outreach Labs, Surgery, and Imaging Centers. Ambulatory EMRs may send submit electronic orders to the HIE for subsequent processing in the hospital's filling/scheduling

	Requirements: Does your Solution...	A	B
			systems, as well as sending Continuity of Care Documents to the global repository for IHE based patient query and document retrieval by all HIE participants.
90	Have the functionality to integrate with third party dictation systems using both HL7 and delimited text files?	Y	Yes, see number 90 above.
91	Have the ability to communicate with outside state and federal agencies with user defined criteria?	Y	The MobileMD HIE is architected for interoperability with all levels of the healthcare community. We support Nw-HIN CONNECT and Direct standards for HIE to HIE communications of patient data. Additionally, we are compliant with IHE XDS protocols for patient-document registries and queries to support interoperability within your exchange community. These technologies will form the basis for interoperable exchange at all levels of the community, region, state, and across the nation.
92	Provide the ability to calculate and display body mass index (BHI) and electronically transmit this calculation to third party dietary software (i.e. CBORD in use at all DBHDS facilities)?	Y	Body mass is calculated within the system's charting component. Transmitting this measurement to a third party will require additional information.
93	Provide the ability to create and electronically transmit dietary orders to a third party dietary software (i.e. CBORD application in use at all DBHDS facilities)?	Y	MobileMD supports bi-directional order feeds between the third party systems and the health system.
94	Provide the ability to electronically transmit a subset of laboratory results to a third party dietary software (i.e. CBORD in use at all DBHDS facilities)?	Y	MobileMD supports bi-directional results feeds between the third party systems and the health system.
95	Provide the capability to exchange documents from third party transcription modules and include the electronic signature previously assigned to the document. (Note: This signature would include the name, date, and time of signature.)?	Y	A common set of hospital-based interface feeds includes transcription.
96	Provide the ability to record referrals to and from other providers, transmit a confirmation back to the originating provider and to record the confirmation?	Y	The Clinical Portal includes referral and consultation management capabilities. This module supports specialized/custom referral and consultation workflows to match each of your community exchange partners needs.

	Requirements: Does your Solution...	A	B
			Transmission confirmation messages can be configured to post back to the sender's in box or even to a wireless device such as a smartphone.
97	Provide the ability to receive clinical information from another vendor's EHR into this EHR?	Y	We will work with all partners including those not on your system or your vendor's system to integrate their patient data feeds into the exchange.
98	Provide the capability to capture or receive, and share needed information on potential organ and blood donors and recipients?	Y	We can send a receive data from third party EMR systems as part of our standard service.
99	Support interactions with other vendors' systems, applications and modules to enable the distribution of local healthcare resource information in times of local or national emergencies?	Y	Participation or access to the network with outside organizations, whether public or private, is controlled by the customer.
100	Contain verification mechanisms that are capable of authenticating authority (as well as identify) for the use or disclosure requested?	Y	Access to the web-based client applications and data requires that users enter a valid and unique application level ID and confidential password. Also, application menus have been designed and implemented that restrict users to only those functions that they are authorized to access.
101	Provide functionality to interface with multiple entities outside of the EHRS for exchange of information. Types of interfaces to include but not limited to: EDI, XML, fixed file format?	Y	MobileMD supports all of the primary interoperability standards, including HL7 v2, HL7 v3, IHE XDS, Nw-HIN, DICOM, NCPDP, SNOMED CT, ICD-9, ICD-10, NANDA, NIC, NOC, CDA, CCD, CCR, X12, RxNorm, XML, PDF, and non-standard formats like CSV and text files. It facilitates secure exchange through a number of protocols, including TCP/IP MLLP, Web Services, Direct Project, sFTP, and FTP.
102	Support encryption and decryption of stored ePHI or an equivalent alternative protection mechanism?	Y	PHI is encrypted and decrypted in transit to facilitate end user applications. PHI is stored in a secure multi-tier server environment protected by various network, application, and physical measures.
103	Support encryption and de-encryption of ePHI that is being transmitted, as appropriate?	Y	All data that is transmitted to and from our facilities are secured through various industry-standard encryption

	Requirements: Does your Solution...	A	B
			<p>levels that meet or exceed all HIPAA and Hi-Tech Act security requirements. The Clinical Portal utilizes HTTPS for all connections. The Intelligence Engine utilizes an IPSEC VPN connection between the sending and receiving entities. The IPSEC VPN provides a secure channel for HIE data communications. Alternatively, TLS can be supported for message transport. At a minimum, our encryption meets or exceeds the protections of SSL 3.0 and 3DES 168 bit, AES 256 bit, DH Group 2 SHA1.</p>
104	<p>Support integrity controls to guarantee that transmitted ePHI is not improperly modified without detection?</p>	Y	<p>All data that is transmitted to and from our facilities are secured through various industry-standard encryption levels that meet or exceed all HIPAA and Hi-Tech Act security requirements.</p>
105	<p>Provide data integrity of ePHI by preventing and detecting improper alteration or destruction (including but not limited to: message authentication, digital signature, check sums etc)?</p>	Y	<p>The firewalls are configured to grant access only to authorized services and to permit access based on the concept of least privilege, which means that unless specifically granted, access is denied. The firewalls create and retain a log of the events and services that occurred in the firewall and can be reviewed via system generated reports. Security alerts are communicated in real time through automatic cell phone alerts and emails to system administrators. Security alerts are also logged directly into a database. Reports can be run from this database and can be reviewed to determine if there are other issues that should be resolved.</p>
106	<p>Implement audit trails to monitor PHI received; identify format, access, and purpose for use and test against policies?</p>	Y	<p>The system audits all message delivery and receipt activities, in particular changes to patient information and patient identity linkages. The audit log information can be used in support of system troubleshooting and patient information disclosure activities. Many data elements are maintained in our audit system, including message origination header, intended recipient, delivery date and time and acknowledgement of receipt with date and time.</p>
107	<p>Perform data mapping to identify the Protected Health Information (PHI) contained in the</p>	Y	<p>All data that is transmitted to and from our facilities are secured through</p>

	Requirements: Does your Solution...	A	B
	system and allow secure electronic transfer in order to perform HIPAA business functions?		various industry-standard encryption levels that meet or exceed all HIPAA and Hi-Tech Act security requirements.
108	Provide the capability that all system usage can be traced to a specific user?	Y	All network usage measures meet HIPAA security and privacy guidelines.
109	Generate alerts for conditions that violate security rules, this includes but is not limited to: Attempts to access unauthorized data and system functions Logon attempts that exceed the maximum allowed Termination of authorized sessions after a specified time of no activity	Y	MobileMD logs all three of these security conditions. In addition, we provide a suite of audit reports as part of the basic service.
110	Log and examine system activity in accordance with audit policies and procedures of the State?	Y	All user login activity is maintained in the database and reportable. MobileMD provides a suite of audit reports as a standard part of the service.
111	Provide security incident reporting and mitigation mechanisms, including but not limited to: Generates warning or report on system activity based on security parameters Terminates access and/or generates report when potential security violation detected Preserves and reports specified audit data when potential security violation detected	Y	Intrusion detection measures are in place to notify MobileMD personnel, but this is part of the service and not typically shared with the end users.
112	Support procedures for guarding, monitoring, and detecting malicious software (including but not limited to: viruses, worms, malicious code, etc.)?	Y	All computing systems run an industry-leading anti-virus application. The anti-virus application runs in active monitoring mode and conducts daily full scans. Operating system patch levels are maintained. Only needed services are installed and permitted to run and access to systems is limited to those available services.
113	Provide the ability to transfer data from the system to partners as well as receive data from entities as defined in the business relationship?	Y	We will work with all partners including those not on your system or your vendor's system to integrate their patient data feeds into the exchange.
114	Provide a system infrastructure that is flexible enough to include new data fields as needed by new, changed, or existing business relationships?	Y	We will work with all partners including those not on your system or your vendor's system to integrate their patient data feeds into the

	Requirements: Does your Solution...	A	B
			exchange.
115	Include the ability to add new data sources as defined or approved by DBHDS so that new data needs for business relationships can be addressed?	Y	The HIE is architected from the ground up as a SaaS solution to support large scale expansion of EMR connections, portal users and clinical data for access and exchange. As such, support for new data interfaces and clinical data storage are scalable to accommodate additional requirements. Our web server strategy scales rapidly to accommodate the ever-increasing users of the MobileMD Clinical Portal.
	Disaster Recovery / Backup	Y	All patient data is pushed immediately to the community provider as the results enter the MobileMD exchange.
116	Provide ability to generate a backup copy of the application data, security credentials, and log/audit files?	Y	The system performs typical maintenance such as backup as part of regular business operations without requiring downtime.
117	Provide capability to immediately restore functionality in the event of an interruption event, to result in a fully operational and secure state to include the restoration of the application data, security credentials, and log/audit files to their previous state?	Y	In the event of a hardware failure, the data center uses backup equipment to maintain operations. Spare CPU, disk, tape storage, and networking equipment are kept on-site to be used as hot spares. In addition, the data center has developed detailed, written recovery procedures that enable personnel to switch to backup hardware swiftly and cleanly.
118	Provide the ability to run a backup concurrently with the operation of the application?	Y	The SQL database and Windows file system backups are performed while they are 'open' or operational without requiring any downtime.
119	Perform unattended daily backups of the system while it remains in production?	Y	The SQL database and Windows file system backups are performed while they are 'open' or operational without requiring any downtime.
120	Include utilities to monitor system performance and automatically alert system administrators of system malfunctions or loss of connectivity, and restore database integrity using backup data?	Y	Siemens supports CA Unicenter TNG, an enterprise level monitoring tool for all alerts, threshold exceptions (before a problem occurs), trends, etc. Beyond the Unicenter TNG from CA product are specific tools for deeper monitoring into specific IT areas including the network, event logs, system, database, JVM applications, and end-to-end response time. End-to-end performance monitoring (currently TrueSight from Coradient) is performed for all

	Requirements: Does your Solution...	A	B
			<p>customer transactions that measure from the end-user workstation to the applications and back to the workstation. By leveraging these top-tier products, Siemens is able to proactively monitor trends or thresholds prior to these issues ever becoming noticeable issues to our customers.</p> <p>Software agents monitor server performance, disk storage space, memory usage, caching, and hardware failures. When thresholds are exceeded, alerts are sent to the network operations center where operators have fault isolation, notification, and escalation procedures for the alarm conditions.</p> <p>Other technologies that Siemens uses to monitor and maintain our service level commitments include:</p> <ul style="list-style-type: none"> • Event Management – CA Unicenter, TicketPro, SPARS • Application Response Times – Coradient TrueSight • Application Management – Wily Introscope, CA Service Availability • Database Management - CA Insight • Performance Management – CA eHealth, PerfMan • Problem Management – PEAP database • Network Analytics – NetScout, Netspy, Netview, Cisco Networking • Availability Reporting – SAS
121	Provide enough redundancy and failover capability to recover immediately from a failure of any hardware, software or communication component with no loss of data or functionality?	Y	The data center uses redundant equipment that can maintain operations in the event of a hardware failure. Some examples include the use of clustered servers, redundant storage controllers, RAID protected disk, multiple path solutions (host bus adapters, cables, switches, directors, storage controllers), and redundant SAN fabrics.
122	Provide check point/restart capabilities and other features necessary to ensure reliability and recovery, including telecommunications	Y	The strategy to recover critical processing is with a third-party hot-site provider, with all customer network

	Requirements: Does your Solution...	A	B
	for voice and data circuits and disaster recovery?		traffic re-routed from the Siemens data center to the hot-site upon activation of the recovery plan. The third-party hot site hardware and telecommunications configurations are reviewed exercised and tested a minimum of twice a year and the results documented for internal compliance review. The GETS provides service provides for the priority restoration of Siemens telecommunications network during a regional or national disaster.
123	Does the plan include a schedule for their generation and rotation to the off-site facility, with procedures for updating off-site materials? Does the disaster planning process create a document with proposed off site procedures, locations, and protocols that can be approved in advance by DBHDS?	Y	Siemens stores a copy of Open Systems data and system files on magnetic media in damage-resistant, fireproof vaults at an off-site facility. In an emergency, these backup files will allow daily processing to continue with full data integrity.
124	Provide a detailed file backup plan and procedure (compliant with applicable HIPAA and Commonwealth standards) including the secure off-site storage of all critical transaction and master files, operating instructions, procedures, reference files, system documentation, programs, software, procedures, and operational files?	Y	Siemens has a team of experienced analysts dedicated to business recovery planning on a full time basis and is responsible for maintaining the plan and procedures, conducting tests, and managing the ongoing business continuity program. Siemens has developed and maintains extensive recovery procedures, as well as automated recovery tools. Siemens has built a remote network recovery node, which is designed to duplicate the functionality and configuration of Siemens' production network and eliminates the need for customers to reconfigure their network.
	Electronic Signatures		
125	Provide the ability to capture the signature from individuals without system access rights (e.g., capture signature of a patient using an electronic signature pad)?	Y	In the registration area, Soarian supports electronic signature using signature grid pads provided by a third-party vendor and captures patient signature at the point of service on consent forms, treatment forms, authorization forms, etc. The solution streamlines the registration process by eliminating multiple paper forms that must be signed and replaces that process with an electronic one.
126	Provide automatic notification to appropriate staff when signatures on filed documents need to be renewed or have been completed (e.g.,	Y	You can set up a worklist to support follow up on actions that need to be taken based upon date.

	Requirements: Does your Solution...	A	B
	consents)?		
127	Provide the capability for multiple parties to sign a note and record the user ID and date and time of signature of each party?	Y	Documents support interdisciplinary work by allowing one-to-many members of the treatment team to provide input to the document and to sign off on a document. The display history shows the date/time and who updated the assessment.
128	Provide the ability for attestation/verification, via countersignature, of EHR content by properly authenticated and authorized users different from the author as allowed by user's scope of practice, organizational policy, or jurisdictional law?	Y	Countersignature requirements may be based on user (e.g., med student), activity, or intervention.
129	Provide the ability to associate and maintain all authors/contributors with their content, if more than one author contributed to or attested to the EHR content?	Y	Soarian captures the clinician documenting each data element.
130	Provide the ability to present (e.g., view, report, display, access) the credentials and the name of the author(s) and the attester, as well as the date and time of attestation?	Y	Soarian provides pathways to view this information.
131	Provide an audit trail to track who applied an electronic signature, the record/document/image to which it was applied and the date and time of the signature?	Y	Soarian audit policies indicate the user that performed the activity, the source system that initiated the action (e.g. Soarian Patient Access), if the activity was successfully completed, site ID indicates the facility at which the activity occurred, the action that occurred during the activity, such as create or read, date/time the activity was performed, and the specific task that was performed during the activity.
132	Provide the ability to configure signature requirements based on document type and provider credentials?	Y	Soarian supports the use of electronic signatures as well as co-signatures on provider orders and other key functions. Soarian supports electronic signature via the system's ability to perform re-authentication of user password, which will create an audit trail that keeps user ID, time/date, task, and object IDs. In Soarian EDM Completion Management, you can set up/configure the electronic signature requirements for deficiency tracking based upon roles of the physicians e.g. attending, house officer, etc. and document types.
	Manage Terminology and Codes		
133	Provide tools for selected users to establish,	Y	The Adaptation Maintenance Tool

	Requirements: Does your Solution...	A	B
	maintain, and update reference tables in the system (including terminology and dictionaries)?		enables Soarian users to enter decisions about the UI workflow and data collection and to enter, modify and block allowable values.
134	Maintain standard attributes (i.e., a list of valid values for a data value such as for medical diagnoses) that allow the standardization of a user's selection of items in a specified system field (e.g., selection from a drop-down list of values)?	Y	Allowable value sets are established in the system as Siemens-defined, Siemens-defined with extensions, or user-defined. Depending on which type of set it is, Soarian enables you to tailor some aspects of allowable values to meet the needs of your health enterprise. Your ability to add new values to an allowable value set or to modify existing values will vary depending on the type of value set. Users can view and select values through drop downs as they progress through their workflow.
135	Support an automated process to update fee schedules and diagnostic/procedure codes required by State and Federal agencies (i.e., ICD-9-CM, ICD-10-CM, DSM IV, DSM V when published, CPT IV, HCPCS)?	Y	<p>Soarian provides an Import/Export Function and Excel spreadsheets to update basics data, charge entry indicators, and provider services. You can apply service filters to limit the range of services you are updating. The import/export function enables you to update and maintain service/charge-related data including fee schedules, service catalog, pricing catalog, and automatic charge rules.</p> <p>Updates to ICD 9 and CPT codes are routinely provided by Siemens as part of the customer's support agreement and scheduled, based upon timely availability of those updates from their source organizations. The customer updates the codes in the Soarian system. In addition to the regular delivery of updated code sets from Siemens, customers can update the master files directly without Siemens involvement.</p>
136	Support the 5010 code transaction code sets for proper electronic and paper third party billing?	Y	Soarian supports the 5010 transaction code sets for billing.

	Requirements: Does your Solution...	A	B
137	Provide a bidirectional cross walk between ICD-9-CM and DSM -IV-TR and future updates to coding systems, including ICD-10 and DSM V?	N	
138	Make available pertinent patient information needed to support coding of diagnoses, procedures and outcomes, such that the user is assisted in correctly coding information for clinical reporting reasons?	Y	Users have complete access to the patient's clinical record to assist with coding decision based upon security authorization.
139	Maintain a history of all reference data, fee schedules, and codes, the date range in which the data was valid, and apply these values according to those date ranges (e.g., date of transaction, date of service) to calculations, edits, or business rules (i.e., clinical, administrative, or financial)?	Y	Currently data is maintained online in Soarian. Purging capability is planned for a future version, date TBD. Financial transactions will be maintained for one year in the active database after the receivable has been financially resolved. When this criteria has been met, the data will be stored in the archive database for five years. Workflows will be delivered to enable users to easily access the archive data.
140	Provide the capability for a user to view the system data dictionary on-line, including entity and field level descriptions for all user accessible data?	Y	Soarian Financials documentation is delivered online.
141	Have an available user configurable thesaurus (i.e., cold=URI=upper respiratory infection)?	Y	The element dictionary in Soarian enables users to define synonyms, keywords, and element groups to provide flexibility in terminology within clinical documents.
142	Provide the capability to map or translate local terminology, codes and formats to standard terminology, codes, and formats to comply with health informatics standards?	Y	Siemens reference terminology provides content for customers, which can be adapted to their own unique environment and existing terminologies. Siemens has aligned with the International Council of Nurses (ICN) commitment to International Classification of Nursing

	Requirements: Does your Solution...	A	B
			Practice (ICNP®) as open source and as an industry standard reference terminology to help unify nursing terminologies. Because the reference terminology has been built using ICNP, Siemens recommends that customers consider linking their own existing terminology to the reference terminology.
	Conversion		
143	Perform data cleansing and conversion tasks from all data sources to the new EHRS?	Y	Siemens supports the process of migrating data stored in repositories through data migrations, interfaces, and/or upload tools. The data migration process begins with such things as existing data sources identified, the means by which data can be extracted from such system, etc. Once these elements are identified, the migration approach is defined: be it a mass data migration, interface feed or an upload using one of Siemens upload tools available through the Siemens Implementation Methodology. Data conversions identified during the sales cycle are included in the Siemens Statement of Work.
144	Provide reporting, record reconciliation, and test results from functional/system/load/operations readiness/parallel testing and any other testing as requested and required by DBHDS to ensure data was converted and loaded correctly. DBHDS will approve all data fields, default or valid values, and all conversion plans. DBHDS will specify dates for data conversion?	Y	<p>All conversion events will include one test, one control, and one live event unless otherwise noted and agreed to by both parties during project definition.</p> <ol style="list-style-type: none"> 1. Test Conversion - this conversion event tests a small data sampling to validate that data elements are mapped appropriately and that the source system reflects the data elements accurately. 2. Control Conversion - this conversion tests a full data file migration, prior to integrated testing. The purpose of this conversion is to test the volume of data converted and how that data is incorporated into the customer's Soarian environment. 3. LIVE Conversion - this conversion is the final conversion scheduled during the LIVE event. <p>Siemens will run the necessary</p>

	Requirements: Does your Solution...	A	B
			conversion programs, however; you are responsible for testing and validating the converted data.
145	Provide for selected data migration with a review process that allows continuity of care for current clients without having to manually enter legacy data into the new system (e.g., pharmacy orders, allergies, hypersensitivities and drug intolerance, hypersensitivities, insurers and other payers, charges and payments to date)?	Y	Data conversions identified during the sales cycle are included in the Siemens Statement of Work.
146	Provide documentation of successful data migration that includes: a data map, documentation of the integrity of the migrated data, documentation of the validity of the migrated data, and documentation of parallel test results between the legacy data and the migrated data?	Y	Siemens product documentation, Softcopy, contains complete information about standard system reports. This documentation can be found at the customer's website at www.usa.siemens.com/HSCustomerWorld .
	Sequestration		
147	Have the ability to sequester a record by locking entries already made, yet making available pertinent treatment information for viewing?	Y	With break the glass/security lock you can secure a record and force users who are allowed to see the record to "break the glass" before viewing the record. The user must enter a reason to see the record before viewing it. Who broke the glass and reviewed the record is documented through reporting. You can lock by encounter or by the entire medical record. (Soarian EDM)
148	Have the ability to select either portions of chart for sequester or select a time frame for sequester?	Y	Can lock down by medical record or encounter/visit (Soarian EDM).
149	Have the ability to track what information was added to a record while sequestered?	N	
150	Have the ability to specify who has limited viewing access during sequestration?	Y	You can specify which users can see the locked record, which need to break the glass and which ones just don't have access (Soarian EDM).
151	Have the ability to specify who can continue enumeration and add documents to the record during sequestration?	N	
152	Have the ability to insert a flag/alert of chart sequestration?	Y	You cannot post an alert, but users

	Requirements: Does your Solution...	A	B
			who can view locked records will see a lock icon in front of that record (Soarian EDM).
153	Have the ability to track access to a sequestered chart, including authorizer of access, dates, accessor ID, information viewed, whether documents were printed or distributed, and to whom?	Y/N	Reporting tracks who accessed the record and whether it was viewed or printed, but not how it was distributed once printed (Soarian EDM).
154	Record the following information when a sequestered chart is accessed: Date record was accessed Staff name and title - who accessed record What document(s)/information was viewed If documents were printed or distributed, who received the copies (what was printed, how many pages, etc.) Selection of who authorized/supervised the access	Y/N	Reports of locked charts show you the date the record was accessed, user ID of who accessed, what actions were done to the record (but not as specific as what information was viewed within a document, who printed copies or who they were distributed to). Users must be set up by an administrator to access a locked record - there is a system report to track this. (Soarian EDM)
	System and User Documentation		
155	Include documentation that explains system error or performance messages to users and administrators, with the actions required?	Y	User documentation is available online in .pdf format by accessing the Siemens Customer World website. We provide both technical documentation that outlines all operation, database maintenance and system monitoring.
156	Include documentation of product capacities (e. g. number of users, number of transactions per second, number of records, network load, etc>) and the baseline representative configurations assumed for these capacities (e.g. number or type of processors, server/workstation configuration and network capacity, etc.)?	Y	Siemens is including a technology specifications document, which outlines the proposed number of concurrent users, customer statistics, hardware, and third-party software.
157	Include documentation of procedures for product installation, start-up and/or connection?	Y	User documentation is available online in .pdf format by accessing the Siemens Customer World website. We provide both technical documentation that outlines the software implementation checklist, application and workflow and analysis, installation design and configuration. Immediately upon contract signature, Siemens will

	Requirements: Does your Solution...	A	B
			provide a detailed document entitled "Planning for your Implementation." This document addresses steps to be taken, in great detail, to lead to a successful project start.
158	Include documentation of the minimal privileges necessary for each service and protocol necessary to provide EHR functionality and/or serviceability?	Y	<p>User documentation is available online in .pdf format by accessing the Siemens Customer World website. Security manuals are provided describing the following:</p> <ul style="list-style-type: none"> • Active Directory • Role-based access • Access levels • Auditing • Audit Reports • User ID and Password Characteristics
159	Provide documentation stating whether or not there are known issues or conflicts with security services in at least the following service areas: antivirus, intrusion detection, malware eradication, host-based firewall, and provide documentation for the resolution of any such conflict?	Y	<p>The EHS (Enterprise Hosting Solutions) Vulnerability Assessment Team (VAT) monitors the release of certain vendor system maintenance (e.g., Microsoft Service Packs and hot fixes, ISS intrusion alerts, Cisco IOS updates) and notices/alerts from the Siemens Computer Emergency Response Team (CERT). These updates are evaluated for risk and applicability to the Siemens HCCC-based processing environment. When a security-relevant software update is required, a severity level is assigned and EHS Information Security publishes a notification to the appropriate group(s) noting details of the required update and the deadline, according to policy, for across-the-board production implementation. The required maintenance must be tested and rolled out within specified timeframes, based on the severity of need for the software update. Monthly, a patch management scan is run to assess the levels of patch compliance. Compliance reports are distributed.</p>
160	Provide documentation which includes a complete data dictionary and entity-relationship diagram of all system tables, table relationships, fields, and field names?	Y	<p>User documentation is available online in .pdf format by accessing the Siemens Customer World website. We provide both user functional and technical documentation for all Soarian applications.</p>

	Requirements: Does your Solution...	A	B
			<ul style="list-style-type: none"> • Soarian Clinicals Database Tables - Contains descriptions of tables and their fields found in the Soarian database. • Soarian Financials Data Dictionary - Contains a database overview, details about the fields in the Soarian Financials database (description, data type, and length), and a mapping of the database table/field name to the class/attribute name.

G. Reimbursement Module

The Department of Behavioral Health and Developmental Services operates sixteen (16) treatment facilities statewide within the Commonwealth of Virginia. Treatment services include: Acute Psychiatric Care, Intellectual Disabilities, Acute Medical Care, Skilled and Intermediate Nursing Care, Chronic Disease, and Child & Adolescent Services, all of which may be third party reimbursable. Community Preparation/Psychosocial, Long Term Rehabilitation and Maximum and Medium Forensic Services are not reimbursable (non-certified). Forensic Services may be billed as TDO “Temporary Detention Order” via the Department of Medical Assistance Services (Medicaid). As of September, 2011, a total of 2,652 clients are currently in residence statewide.

Third party payment programs and participation agreements include Medicare and Medicaid, including acute hospitalization, long term care hospitalization, skilled nursing care, intermediate care, and EPSDT (Early Periodic Screening, Diagnosis, and Treatment); Third party reimbursement is also received from commercial insurance and other federal benefit programs.

A DBHDS facility may have multiple levels of care, and clients may move between levels of care without formal discharge from the facility. However, such intra-facility movements are viewed as a discharge by the third party payer and specialized handling of such patient transfers is required.

Census data are collected and used by the Reimbursement Offices located at selected facilities to invoice third party and private payers for services on a per diem basis. There is an all inclusive billing rate methodology for inpatient care, with ancillary services being billed to Medicare on a fee for service basis through the Hospital Outpatient Prospective Payment Program (OPPS) at selected facilities.

Non OPPS services are allocated on the basis of relative value units, which requires statistical data to be aggregated for all clients for predetermined indicators, such as patient days or physician time spent rendering a service. Such statistical elements are a critical part of the data aggregation process required for this aspect of the DBHDS reimbursement system.

	Requirements: Does your Solution...	A	B
	Insurance Eligibility and Pre-Certification		
1	Capture, manage, and track multiple insurance plans and entitlements per client, including the ability to indicate no coverage?	Y	Soarian Financials will collect and track data for all patient insurance plans that have been allocated to the encounter. Self pay patients can be identified and the system will generate a self-pay UB-04 on-demand for those encounters where no insurance is allocated. Financial clearance rules can be written based on person and encounter-level data including demographic, encounter-specific, insurance (including authorization and referral information), and integrated eligibility response data. Soarian Financials integrates with a solution provided by our partner, SearchAmerica to address patient liability and help predict the need for financial counseling and charity discounts.
2	Allow preliminary determinations of ability to pay and ranking of payment sources (primary, secondary) by facility staff, including the capability to edit the ranking and electronically notify staff if a review is needed?	Y	Soarian maintains complete insurance information for the patient's health coverage policies. Policies are recorded for the patient, specifying the payer, health plan, sponsor, group number and subscriber of the policy. Each policy maintains its effective date for the patient, last verification and/or revision date and termination date. Specific policies are allocated to the patient's encounters to determine covered services and adjudication of service charges. Allocated policies are prioritized on the encounter in coordination-of-benefits order. Users can manually maintain the allocation and prioritization of policies on an encounter.
3	Accept and track client-specific service pre-authorizations, authorizations and eligibility data in units specified by the payer?	Y	Soarian Financials provides the ability to capture and store referral and authorization information for each encounter. This includes the referral source, referral authorization number and from/thru dates. This feature also includes the ability to capture and maintain critical referral information, associate a referral number with a patient's insurance and selected encounters, and associate a referral to an insurance claim. Referral and

	Requirements: Does your Solution...	A	B
			authorization function in Soarian Financials is complemented by integrated eligibility function that sends and receives eligibility inquiries and responses during the scheduler or registrar's workflow.
4	Monitor the expending of these authorizations and electronically notify appropriate staff in advance of their expiration?	Y	Soarian Financials will capture referral information and treatment authorization numbers. The system captures referrals by patient and by payer with the ability to allocate to a specific encounter. The system automatically decrements the remaining number of visits based on processing through encounter workflows. If a patient is checked-in for a visit that is associated with a referral, the system will decrement the number of remaining approved visits. Soarian provides alerts when a portion of the approved number of visits have been used, e.g. the patient was approved for 5 visits, and 3 have been used. The system also automatically provides an alert when a referral with unused visits is about to expire based on expiration date on the referral.
5	Provide for user-defined setting of the parameters for such notifications?	Y	You can set the alert parameters.
6	Provide a list of authorizations that are due to expire within a user-defined time interval and a view of all authorizations for a specific client that can be accessed from the list?	Y	Worklists can be created and pushed to the user for online access. As an example, the Authorization and Referral Management Worklist will present patients whose authorizations have expired, are nearing expiration, or who have had expired authorizations allocated to a new encounter. The user can select the patient from the online report and link directly to the referral and authorization section of the patient's encounter to update.
7	Track pending authorization requests and notify specific staff when they have been received or if they have not been received?	Y	Supported through model and user-defined worklisting.
8	Automatically alert appropriate staff of changes in a client's insurance status or when additional authorizations are required?	Y	Supported through model and user-defined worklisting.
9	Provide a set of standard and user-configurable reports relating to insurance eligibility, authorizations and pre-certification	Y	Administrative eligibility functions enable personnel to view the eligibility requests submitted to payers by Soarian Financials users and the responses

	Requirements: Does your Solution...	A	B
	(include a list and brief description)?		received from those payers. The eligibility data returned by the system includes both patient and policy information. A follow-up worklist enables users to see recent transactions that require additional attention. The Insurance Eligibility Worklist displays encounters for which the allocated insurance policies are not verified. The Unviewed Eligibility Worklist tracks the status of all eligibility responses that have returned from an external system with respect to encounter location and encounter status. This worklist enables users to identify the responses that they have not viewed and one place to work and view these late or deferred responses. The Authorizations Worklist shows expired authorizations and inpatient fulfilled authorizations and provides the user with the ability to select an encounter authorization and launch directly to the Auths/Referrals tab of the Revise Encounter workflow.
	Service Codes		
10	Support a Service Code Master Index (All-inclusive Room and Board, ancillary per-diem or individual service, CPT, HCPCS) which provides the ability to apply third party coverage by different levels of care?	Y	The Service Catalog and the Price List Catalog comprise the 'Charge Description Master' in Soarian for all facilities in your enterprise. You define services in the Service Catalog and Price List Catalog for specific service providers, entities locations, etc. The Service Catalog lists all of the services provided throughout the system and enables you to define all of the services provided by the enterprise, along with their associated revenue codes and procedure codes. A Price List Catalog specifies the amount a specific provider organization will charge for each service. This master file enables the user to assign prices to services and change those service prices over time. Rules are referenced to determine which price list to use, such as inpatient price or outpatient price.
11	Provide the capability to change service code rates?	Y	Prices for services are listed in a separate Price List Catalog which the user can update with new

	Requirements: Does your Solution...	A	B
			pricing whenever it becomes available e.g. change in or addition to a contract. You can also override a price that has been established in the Price List Catalog to bill a claim accurately at the encounter level.
12	Provide a system that is capable of archiving service code changes?	Y	Changes are accessible through audit reporting.
13	Provide a system that has the ability to add new service codes electronically, for multiple facilities or individually for specific facilities?	Y	Soarian's Service Catalog can be updated through the Import/Export Function and Excel spreadsheets to update basics data, charge entry indicators, and provider services. You can update and maintain pricing information automatically for multiple services in a price list through the Import/Export Function in conjunction with Excel spreadsheets. Using the spreadsheet, you can update pricing data for the selected services e.g. price, additional flat amount, maximum price, and minimum price, and specify effective dates for the new prices. When you import the spreadsheet, the price list is updated with the new pricing information. All master files are date sensitive so this data can be imported ahead of effective date.
14	Provide a system that accommodates service codes which are either time based or unit based?	Y	Services and prices can reflect time and unit parameters.
	Room & Board Charges		
15	Support a Service Code Master Index (All-inclusive Room and Board, ancillary per-diem or individual service) which provides the ability to apply third party coverage by different levels of care?	Y	The Service and Pricing Master Files include accommodation charges and pricing parameters.
16	Provide the capability to change service code rates?	Y	Yes, as noted earlier, the Import/Export function in Soarian Financials enables you to update service code rates.
17	Generate Room and Board charges electronically after the census is verified?	Y	Soarian Financials generates daily/recurring charges based on the midnight census. The room and bed charges are based on the location, clinical service, care level and privacy indicator, predefined by the user. The system supports at least two accommodation charges for each accommodation charge event (midnight census), one for the semi-private room

	Requirements: Does your Solution...	A	B
			charge and one for the private room differential.
18	Have the capability to Post Room and Board charges to individual accounts?	Y	Accommodation charges for room and bed are generated posted to the patient's account based on location characteristics (e.g., private, sterile, VIP, level of care, gender restriction, charge category (user defined code based upon standard revenue code), clinical service, and special characteristics. When a room meets specific criterion, the system generates a specific service associated with a price in the Service and Price List Catalogs (e.g., an ICU room charge). You can differentiate room rates at different facilities.
19	Be able to correct room and board charges once posted?	Y	Prices can be corrected or overridden as needed.
20	Generate notification electronically when admission/transfer/discharge is completed daily?	Y	Soarian Financials provides near real time operational reporting.
	Ancillary Services Charges		
21	Provide the ability to enter ancillary services manually?	Y	Soarian provides deep functionality for charge generation including automatic charging and manual charging. This includes the automatic generation of charges for accommodation services and ancillary charges. Soarian handles the entry of individual charges either from the user at point-of-service, in batch entry, or from system interfaces (e.g. from a clinical system).
22	Provide the ability to set up automatic all inclusive daily rate billing?	Y	Soarian Financials includes an embedded contract engine. Contracts can be defined for payers where different types of reimbursement calculations are applied.. Contract packages can be established where reimbursement is based on the following types of methodologies: flat, per case, per diem, per service, per length of stay, percentage, tiered, formula, revenue code, Medicare DRG rate, user DRG rate, Medicare APC rate, fee schedule, procedure group rate, Medicare dialysis composite rate, IRF PPS, SNF PPS, and ASC.

	Requirements: Does your Solution...	A	B
23	Provide the ability to differentiate between ancillary and physician services as different billing rules apply (UB-04 vs. 1500)?	Y	Soarian Financials effectively supports provider-based billing in clinic and hospital environments with both professional and technical fee billing. Soarian manages the segregation and aggregation of professional and institutional charges through the embedded contract engine and further through rules for claim generation. Institutional or professional claims can be generated with technical and professional charges itemized or combined to be globally billed.
24	Provide for system warnings if duplicate entries of services are entered?	Y	The Potential Duplicate Charge Report displays a list of potentially duplicate charges within a given charge posting date range. Follow-up based on this report can help identify charge post errors or charges that require additional documentation.
25	Provide for system error if all billing requirements are not met, i.e. Radiology billing needs identification of referring provider, lab rules, etc.?	Y	A strength of the proposal Soarian Financials solution is its ability to monitor for clean claims well before the claim is generated to reduce or eliminate errors. The rules to support payer claims are accessed throughout the revenue cycle to ensure that data collection continuously builds a claim and monitors for completeness. Customers can modify model rules as needed. You can specify the claim format for each payer, health plan, encounter type, location, and clinical service e.g. 837I, 837P, or 837D. Users can specify payer-specific translation rules and formatting rules for data that is to be reported on a claim in Soarian.
26	Provide the capability to create a charge initiated via Computerized Physician Order Entry (CPOE) when required billing conditions are met?	Y	Soarian Financials will accept HL7 charge transactions for Siemens clinical systems e.g. Soarian Clinicals and non-Siemens systems.
27	Provide capability to link services back to individual providers, departments and third party payers?	Y	In Soarian Financials, the Operational Hierarchy defines the business and billing relationships of the Health Provider Organizations (HPOs) e.g., practices, hospitals, clinics, divisions, etc. in your enterprise. The hierarchy shows the

	Requirements: Does your Solution...	A	B
			relationships between HPOs, determines the ownership of receivables, and determines which organizations are grouped together on the same claim form. The operational hierarchy reflects the financial organization of the enterprise and the accounting structure that the customer will use are defined during implementation.
	Billing and Accounts Receivable		
28	Provide the capability to create charges, produce third party billings, post payments, adjustments, and provide account balances for services provided to clients?	Y	Soarian Financials is a rules based system with embedded tools to optimally create charges, bill payers and third parties, post payments and adjustments, and generate a patient bill that will accurately reflect services provided. Business rules for payers are embedded in the user's workflow to ensure that the user collects the required information and claim editing, formatting, and distribution can be specifically tailored to meet the requirements of those payers. Soarian automation is leveraged to support the complete and accurate management of receivables, claims, and patient statements. Soarian's embedded tools and intelligent processing can lead to great productivity from your staff and positive engagement with your patients from pre-registration through discharge.
29	Provide the capability to input multiple third party payers by client in order to ensure that primary, secondary, tertiary, etc. charges are allocated and, if required, billed?	Y	Soarian maintains complete insurance information for the patient's health coverage policies. Policies are recorded for the patient, specifying the payer, health plan, sponsor, group number and subscriber of the policy. Each policy maintains its effective date for the patient, last verification and/or revision date and termination date. Specific policies are allocated to the patient's encounters to determine covered services and adjudication of service charges.
30	Provide for coordination of benefits by payer?	Y	Allocated insurance policies are prioritized on the encounter in coordination-of-benefits order. The registrar can manually maintain the allocation and prioritization of policies on an encounter. Every provider associated with an encounter can view policies according to the type of

	Requirements: Does your Solution...	A	B
			participation that provider has with a specific policy's health plan. Providers can also record the patient's benefit use to date under that plan.
31	Produce an automated accounts receivable system that meets Generally Accepted Accounting Principles?	Y	Soarian Financials services, i.e. charges and credits, and financial transactions, i.e. payments and adjustments, are converted into GL journal entries, which are posted to GL accounts as defined by the customer. The system supports the generation of separate debit and credit account numbers that represent each transaction posted to the system reflecting revenue and expenses. Soarian uses daily revenue, cash, and accounts receivable information to update the customer's GL system via interface, which posts the entries to GL accounts.
32	Provide the capability to allocate charges, payments and adjustments by client, by episode of care, by third party payer?	Y	Soarian encounter management captures data for both actual and future encounters. As a result of the system's built-in processing logic, encounters can be created independently of billing and reimbursement rules for charge grouping. Soarian enables charges for a given encounter to be split or combined with the charges of other encounters based on payer-specific billing and reimbursement rules. The contract engine enables you to define the reimbursement terms that you may have with different payers. The system will apply those rules depending on the payer health plans that have been verified and allocated to the patient's encounter.
33	Comply with all federal and state regulations and standards in regard to billing payment requirements, including but not limited to: 837 Health Care Claim: Institutional (837I) 837 Health Care Claim: Professional (837P) Pa per HCFA 1450 (UB-04) Paper HCFA 1500 Current Procedural Terminology (CPT) Health Care Professional Coding (HCPCS Level II) International Classification of Diseases, Tenth Revision, Clinical Modification (ICD-10-CM)	Y	Siemens provides state and federally mandated programming changes to applications in accordance with the applicable provisions of the Siemens support program. In addition, Soarian includes a tool for capturing rules associated with local regulations. The user has the flexibility to define rules and logic that are necessary to meet local billing requirements. The system supports the 837I/P/D, UB-04, 1500, CPT, HCPC, ICD-9-CM, ICD-10-CM, NPI, and 999.

	Requirements: Does your Solution...	A	B
	ICD-9-CM, for historical and billing purposes National Provider Identifier(s) (NPI) 999 Implementation Acknowledgement for Health Care Insurance		
34	Provide a capability to ensure that all future updates involving billing requirements will be provided as part of the standard maintenance agreement between the selected vendor and the Department?	Y	As noted above, support for federally mandated programming changes are included as part of the customer's standard support plan.
35	Provide the capability to produce third party billing, both in paper and electronic formats, for a specified period of time that would replicate billing rules involving discharged clients when clients are transferred from one level of care to another in the same facility, without being formally discharged. (Explanation: DBHDS facilities may have multiple levels of care. Clients are routinely transferred from one level of care to another without a formal discharge being performed. However, in terms of billing, such moves are viewed as a discharge from that level of care by third party payers.)?	Y	If all levels of care are operating under the same provider ID, then the patient is transferred to the other level of care. If they are being transferred to a different level of care in another facility with a different provider ID, they would need to be discharged. We would need clarification regarding the last sentence in this requirement.
36	Configure information relative to preauthorization of services including but not limited to: Notification of staff when preauthorization is required Allow for preauthorization by third party payer in units specified by the payer, i.e., units, days, etc. Apply said units to services provided and automatically alert staff in advance when authorizations will expire or when approved authorization of units have been utilized	Y	Soarian Financials provides authentication checks upon login, authorization check for functionality, and checks for patient access throughout the system based upon payer specific requirements for authorization of services. Authorization and referral management captures and monitors the status of authorizations and referrals for patients who are referred to your organization by another healthcare provider. This function supports your need to monitor the overall status of the authorization/referral (current, expiration, fulfilled, etc.) and provides authorization and referral numbers on claims to ensure that you receive payment from insurance companies. The system collects all of the necessary information to support reporting by volume of patients, referring physician, etc. Soarian captures and maintains critical referral information, associates a referral number with a patient's insurance and selected encounters, and

	Requirements: Does your Solution...	A	B
			<p>associates a referral to an insurance claim.</p> <p>The system provides visual cues to the user to indicate the status of authorizations/referrals associated with the patient</p> <p>A worklist notifies staff members about expired authorizations, inpatient fulfilled authorizations, and patients nearing expiration. You can also generate a worklist for pre-admitted patients (i.e. those pre-admitted through Schedule Encounter function) specific to a facility and ordered by expected date of admission.</p>
37	Generate HIPAA compliant 837 Health Care Claim: Institutional transactions (837I) in 5010 format with the current version, and allow for editing of billing data if required prior to a final bill being generated, utilizing the most current and appropriate 837I billing formats?	Y	As noted above, Soarian Financials supports the 837I/P/D and the 5010 format and claim rules will monitor billing data to ensure that the required data and claim format is used for a specific payer.
38	Generate HIPAA compliant 837 Health Care Claim: Professional transactions (837P) in 5010 format with the current version, and allow for editing of billing data if required prior to a final bill being generated. (Note: The Department currently utilizes this format to perform Medicare Part B billings for physician services claims on an ad-hoc or monthly basis.)?	Y	Yes. Soarian Financials supports the institutional and professional claim forms (837I/P/D) in the 5010 format. As noted above, the system will monitor the patient's data to ensure that it is complete and compliant with the payer's specific billing requirements.
39	Generate HCFA 1450 (UB-04) and HCFA 1500 paper claims?	Y	These formats are supported.
40	<p>Produce self pay statements for billings based on full rate charges, a calculated daily or monthly rate based on ability to pay or a sliding fee scale, or a one-time rate based on ability to pay or a sliding fee scale.</p> <p>Allow multiple self pay payers</p> <p>Provide capability to configure self pay statements such that they reflect only charges that are identified as self pay.</p> <p>Provide the capability to include dunning messages and free text messages.</p>	Y	<p>A UB-04 claim form can be generated for "true" self-pay patients; that is, guarantors. A "true" self-pay means that no insurance has been allocated to the encounter. The Self-pay UB-04 is generated via the Patient Bill Demand process and the Patient Bill Production Rules.</p> <p>In addition, Soarian Financials offers a Charity Care function. A search function enables the Financial Counselor to locate patients with charity care applications in pending, approved, denied, or cancelled status, or</p>

	Requirements: Does your Solution...	A	B
			<p>whose applications are under appeal. Financial Counselors gather application information, determine eligibility, and assign a charity care guarantor contract term to the patient. The Financial Counselor then associates the guarantor contract with specific encounters to enable Soarian Financials to calculate charity discounts for the specified encounters. The Financial Counselor enters or verifies income, residence, and other application information for the patient and selects a contract term to use in calculating the charity care discount.</p> <p>Statements can reflect dunning messages and free text message.</p>
41	Insure that all electronic and paper billing formats adhere to third party coordination of benefits guidelines?	Y	As described earlier, allocated insurance policies are prioritized on the encounter in coordination-of-benefits order. The registrar can manually maintain the allocation and prioritization of policies on an encounter. Electronic and paper billing formats comply with the billing and claim rules for payers and payer health plans established in the system.
42	Allow for editing of billing data if required prior to a final bill being generated?	Y	Data can be edited/corrected at any point prior to and after a bill has been generated.
43	Provide the capability to reprint both electronic and paper claims that have been billed in a previous period?	Y	Claims and statements are automatically sent to Soarian’s imaging solution. You can retrieve any of these artifacts easily and reprint the original bill as needed. If data has changed and needs to be rebilled, the user can make the changes and demand a new bill. Once the encounter is financially resolved, i.e. has achieved zero balance, a change to discharge information will not trigger recalculation of reimbursement and automatic claim production.
44	Provide for rebilling of claims that have been rejected, inappropriately denied, or require resubmission for any reason.	Y	As noted above, you can request a claim for a given patient, health plan, and service dates (from/to) with the

	Requirements: Does your Solution...	A	B
	<p>Provide for rebilling all formats: 837I, 837P, UB-04, HCFA 1500 and self pay</p> <p>Allow for editing of data if needed prior to rebilling of claims</p> <p>Provide for reallocation of liability if rebilling is required due to change in third party payer coverage.</p>		<p>appropriate format. The user can edit data and then demand a rebill.</p> <p>Any changes made to existing insurance information will cause the payer edits to determine if there are new or revised data requirements for the newly entered payer information.</p> <p>You can de-allocate an insurance plan from the patient's encounter. The user de-allocates the invalid insurance plan and allocates the valid plan. A new receivable for the new plan is created and the old receivable for the original plan is marked obsolete. If the original plan should remain in place and a new plan allocated, you can transfer the charges to the new plan. The system also provides the ability to reverse any contractual allowances posted after the final bill has been created when an insurance plan is changed on the encounter. The insurance plan change triggers the contractual allowance reversals; any monies posted to the incorrect insurance plan will be reversed.</p>
45	<p>Identify if ancillary charges are applied incorrectly to an outpatient account if a client is admitted as an inpatient where the level of care is identified as "inpatient hospital" (Inpatient/Outpatient overlap)?</p>	Y	<p>When a payer health plan is established in Soarian, reimbursement rules enable the user to enter, modify or delete various rules that the system will use in reimbursement processing. These linking rules are used to determine if various encounters need to be combined for reimbursement purposes.</p> <p>Soarian enables you to establish specific rules that will apply to changes in to the patient's encounter type e.g. preadmission testing technical charges must be linked with surgical encounter charges. When the patient is checked in for the surgical encounter, the charges will automatically flow to the appropriate encounter without intervention.</p>
46	<p>Comply with Medicare Three Day re-admission rules in regard to psychiatric inpatient PPS guidelines?</p>	Y	<p>To satisfy the Medicare 3-day rule, The "Outpatient/Inpatient Linking" rule is used to indicate if outpatient services should be linked with inpatient encounters. This rule can be used for other payers in addition to Medicare who may require that outpatient</p>

	Requirements: Does your Solution...	A	B
			<p>services be linked with inpatient encounters.</p> <p>Soarian Financials provides the flexibility to determine linking of charges by day or hour time intervals. In addition, the user can create rules to determine specific outpatient charges that should be combined with the inpatient encounter for billing purposes.</p>
	Other Reimbursement Accounting Requirements		
47	Provide assurance that the accounts receivable system meets Generally Accepted Accounting Principles (GAAP), including those that apply to charges, payments and adjustments?	Y	The General Ledger Master File in Soarian Financials enables you to define an external General Ledger (GL) system. You identify financial (monetary) and statistical (non-monetary) events that occur in Soarian Financials and the corresponding General Ledger accounts to which the entries should be posted. Examples of financial events are charges, payments, adjustments, transfers. The GL mapping interface enables you to transfer summarized financial information from Soarian Financials to your GL. You can segregate cash, income and allowance accounts by major payer categories, as well as other groupings such as receivable owner, service provider, encounter provider, payer and service by creating expressions.
48	Providing a complete, GAAP-compliant audit trail of accounts receivable transactions, including entry details, record of individuals who performed transactions, and date and time of entry?	Y	Soarian audit policies indicate the user that performed the activity, the source system that initiated the action (e.g. Soarian Patient Access), if the activity was successfully completed, site ID indicates the facility at which the activity occurred, the action that occurred during the activity, such as create or read, date/time the activity was performed, and the specific task that was performed during the activity.
49	Provide the capability to make notations/comments at each step of the accounts receivable charge, payment and adjustment process?	Y	There are free text and comments fields throughout Soarian Financials for users to supplement data. Coded comments can be predefined and accessible to users during their workflow. For example, if a user placed a manual hold on a claim, this action initiates an activity note in Follow Up History indicating that the

	Requirements: Does your Solution...	A	B
			claim is in a Held status. By selecting a 'Reason for Change ,' the system will automatically generate a comment, which can be augmented by free text to further explain the hold.
50	Provide the capability to post cash payments and adjustments to individual patient accounts by claim number, date of service and payment date?	Y	Soarian provides an open-item revenue cycle system in which payments received from insurance companies and patients are applied to individual receivable items. For example, Soarian will support the posting of a single adjustment or single payment for one and only one expected payment item. The individual receivables are tracked to determine which were paid and which were not. Therefore, it is easier to see how much is owed by the patient. Soarian Financials assigns a unique claim number to each claim generated by the system. Thus, if the payer returns the claim number, Soarian automatically identifies the payer and the payment can be associated with the correct date of service and payment date.
51	Provide the capability to reverse cash payments and adjustments on individual accounts after initial posting of payment to an account?	Y	Soarian provides a reverse financial transaction function to enable the user to "undo" a previously posted financial transaction due to errors in the original posting. You can reverse the write-off and indicate a reversal reason code and a reversal comment on this transaction. Soarian's Financial Transaction Inquiry displays the transaction that was reversed. You can also reverse a batch of posted remittances that were posted in error.
52	Provide the capability to verify payment and adjustment application on individual accounts prior to final posting of payment to an account?	Y	You can access and view the patient's encounter to verify summary and detail financial data relative to charges, payments, adjustments, balance transfers, etc. before applying the payment. The payment will update the patient's encounter in real time.
53	Provide the capability to batch and post cash adjustments such as charity write-offs for either an individual account or multiple accounts?	Y	Soarian Financials supports the ability to batch and process electronic payment files (payer 835 remittances and electronic guarantor payment files). Soarian also supports both batch and individual data entry of payer and

	Requirements: Does your Solution...	A	B
			guarantor payments and adjustments.
54	Provide the capability to process electronically HIPAA compliant 835 Health Care Claim Payment/Advice electronic payments and adjustments in 5010 format files received from third party payers and post these payments and adjustments to individual patient accounts by claim number and at the level of specificity as reflected in each 835 file?	Y	Soarian Financials can accept, process, and post HIPAA 835 transaction remittance data, returned by a sending system as the result of adjudicating a claim. Soarian supports the HIPAA ANSI 835 Electronic Remittance standard, and will accept electronic remittances from Medicare, Medicaid, Blue Cross, and major managed care payers for posting to patient and provider accounts and the general ledger. Integration of electronic remittance processing provides an automatic same-day posting of remittances directly to Soarian, eliminating the costly and error-prone process of manual posting. Patient accounts are updated, and reports such as the Explanation of Benefits, as well as secondary bills, can be generated without manual intervention. The 5010 format is supported.
55	Generate applicable reports in order to reconcile payments and adjustments that have been successfully applied, as well as payments and adjustment that have not been successfully processed?	Y	There are a number of reports and cubes in Soarian Financials that track payment and adjustment posting and reconciliation based upon user selection criteria. For example, the Financial Transaction Posting report provides a listing of payments and adjustments posted for a given day or date range. It is used for auditing, verification and analysis of financial transactions. The report has the option to display detail financial transaction data or print summary data only. The Payment or Contractual Allowance Variance Report provides a list of insurance receivables where payments or contractual allowances are not equal to (more or less than) the expected reimbursement or contractual allowance amount within a specific timeframe. The Cashiering Reconciliation Report provides detailed guarantor payment and adjustment information to be used to reconcile cash received with cash posted to the system, via batched and interfaced transactions. Exception reports will identify transaction that have not been processed successfully.

	Requirements: Does your Solution...	A	B
56	Provide a capability to ensure that all future updates involving electronic posting requirements will be provided as part of the standard maintenance agreement between the selected vendor and the Department?	Y	<p>Siemens provides state and federally mandated programming changes to applications in accordance with the applicable provisions of the Siemens support program. In addition, Soarian includes a tool for capturing rules associated with local regulations. The user has the flexibility to define rules and logic that are necessary to meet local billing requirements.</p> <p>Siemens has and will continue to provide Federal and State regulatory/mandated changes. Siemens has had significant experience supporting billing requirements across its other product lines for decades.</p>
57	Provide the capability to process non-standard electronic (text) files such as DBHDS representative payee - Federal Benefits receipts, and generate, on demand, a payment/Remittance report from which values can be reconciled to the accounts receivable module. (Note: This may require an interface between the EHR system and the DBHDS Financial Management System.) ?	Y	<p>Soarian Financial customers have several options for updating the system, including:</p> <ul style="list-style-type: none"> • Inbound HL7 transactions • Inbound services • Selected third-party scripting tools • Soarian’s model upload tools <p>For capture of data from external systems, Soarian Financial customers leverage the use of HL7 interfaces for encounter and patient data. regardless of the business driver. Soarian also supports claim-related inbound X12 messages today including 997, TA1, 835, and 277/u277. Additionally, many non-HL7 / non-X12 provider accounting updates and actions are supported via proprietary interfaces including but not limited to a model two-way collection agency Secondary Business Office (SBO) interface supporting inbound actionable messages, inbound guarantor payment and adjustment transactions, inbound comments, inbound claim submit date (equivalent to the user bill mail date in INVISION) and inbound collection holds.</p> <p>We would need to review the referenced files to determine the appropriate interface formats.</p>
58	Provide a system that is capable of closing an accounting period following standard accounting practices with internal controls to	Y	Soarian Financials automatically categorizes all services and financial transactions for reporting and

	Requirements: Does your Solution...	A	B
	ensure that required processes are finalized before this procedure is completed?		<p>integration with the General Ledger based on user-defined fiscal calendar settings.</p> <p>The fiscal calendar in Soarian enables you to:</p> <ul style="list-style-type: none"> • Define and modify a fiscal calendar that contains several fiscal years. • Define fiscal periods on a quarterly or monthly basis. • Identify window dates for fiscal periods. Window days are the number of days to keep an accounting period open after the period end date, so charges and financial transactions entered during the “window” are credited to the correct period. • Have a common fiscal period and year for reporting purposes.
59	Provide system with ability to easily extract patient accounting data?	Y	<p>You can easily create or modify reports with the Crystal Reports tool by accessing any data in the Soarian Financials database. A data dictionary is available for reference to data that can be extracted.</p> <p>In addition, for customers who need to provide state data extracts, Soarian Financials tools enable you to extract a file and generate reports. We can provide sample data extract specifications in 837i or UB format that you can adapt to meet your state requirements. Alternatively, customers can contract with Siemens Custom Services to create the state data extract as a professional service.</p>
60	Provide system with ability to archive all zero balanced accounts and create an archive for future accessing of account data?	Y	<p>Currently all accounts that include zero balance and aged accounts remain in the same file within Soarian Financials. Purging capability is planned for a future version, date TBD. Financial transactions will be maintained for one year in the active database after the receivable has been financially resolved. When this criteria has been</p>

	Requirements: Does your Solution...	A	B
			met, data will be stored in the archive database for five years. Workflows will be delivered to enable users to easily access the archive data.
61	Provide system that is capable of creating and maintaining payment and adjustment codes at a hierarchical level so data is entered or edited one time, but utilized by multiple facilities. Said codes should be available for look up during the posting process, both from a numeric value, and from an alphabetic descriptive code standpoint?	Y	Before you can post payments, adjustments, or transfers, you must define master financial transactions. You set up definitions for insurance payments, guarantor payments, payer adjustments, guarantor adjustments, and balance transfers. You define these transactions at the enterprise level and, once defined, they are used in both manual and automatic processing. Siemens delivers a set of master financial transactions with Soarian Financials. You can add new transactions as needed. The Master Financial Transaction Master file is online.
62	Provide easily accessed, printable code lists of dictionary values/codes routinely utilized by staff so that all selections are available for review?	Y	Soarian Financials includes a data dictionary that is accessible online and can be printed. Allowable values are easily accessible online.
	Reimbursement Report Requirements – Standard Reports		
63	Produce standard reimbursement reports capturing detail and aggregate data for aged accounts receivable, payments/adjustments/transfers of 3 rd party liability,, services by patient, etc.?	Y	Soarian Financials includes a wide range of reimbursement reports and worklists to manage AR. This includes aged AR, insurance/third party AR, etc.
64	Permit user to apply parameters based on dates, patients and other selection criteria when running reports?	Y	Soarian's powerful reporting tools include dimensional models and cubes and analyses. Dimensional data models are generated on a scheduled basis, typically daily, weekly, or at month-end, and support responsive interactive analyses as well as published reports. For example, as updates to census information are made in Soarian to reflect changes to admission and discharge data, new census reports can be generated using these dimension data models. Soarian supports set-up, scheduling, routing, and archiving of reports from both the operational and replicated data sources using the web publishing capability. You can easily tailor or customize reports and cubes on the fly to meet the requirements of your organization without relying on IT

	Requirements: Does your Solution...	A	B
			to generate custom reports.
65	Provide the capability to create a detailed transaction report when specific processes are performed. (For example, when room and board charges are compiled and posted, reports are automatically created that reflect pertinent information such as client name, register number, room and board charges and room and board rate.)?	Y	The system generates transaction reports daily e.g. Financials Transactions, Payment and Adjustments, Revenue Posting. As noted above, reports and cubes can be tailored to include or exclude certain data.
66	Include a report itemizing accounts containing current payment, charges, adjustments, transfers and the ability to key in specific time periods and receive an accurate balance?	Y	<p>The Financial Transactions reporting cube summarizes financial transaction allocations including payments, adjustments, and bad-debt transfers for various entities within and across the IHN. This cube also includes all financial transactions related to receivables in bad debt status.</p> <p>The Financial Transactions cube provides summaries of financial transactions by posting date and across fiscal periods and years. It also provides comparisons and trends across the current and prior fiscal years that can be analyzed by a variety of dimensions. Financial activity can be reported by the payer to which it is directly associated, as well as by the primary payer for the receivable group with which it is associated. There are other daily transaction reports that you can select and tailor based on dates and content.</p>
	Other Reimbursement Requirements		
67	Provide for reimbursement case files and investigation folders which are linked to data in the patient's electronic health record, but which are not part of the legal health record?	Y	You could set up a user defined folder in the Soarian EDM imaging database and store documents for a particular reason. The specific content of the legal medical record must be defined by each organization based on The Joint Commission, CMS, and their individual state requirements.
68	Provide capability to incorporate mail/correspondence into an electronic investigation folder utilizing document imaging?	Y	See above. You can scan correspondence into the Soarian EDM imaging system.
69	Provide capability to create forms electronically, edit forms, and maintain multiple forms specific to reimbursement	Y	You can create forms with the Soarian Output Management System (OMS) tool and tailor as

	Requirements: Does your Solution...	A	B
	investigations?		needed.
70	Limit access to information in reimbursement folders to designated DBHDS employees?	Y	<p>This is supported through Soarian security to limit access. Access can be limited throughout the system and patient information can be secured:</p> <ul style="list-style-type: none"> • By physician by order type by patient location • By patient preference • By special patient types (such as VIPs) • By service • By team • By result or document type <p>Access can be restricted by:</p> <ul style="list-style-type: none"> • User Group • Location • Pathway • User Type • Combination of User Type and Location • Ability to query patient only when floated to another floor • Patient status/type (e.g. VIP, Confidential patients, etc) • Workstation
71	Provide capability to create case file documentation electronically, and to easily view such documentation for all lines of business: representative, billing clerk, field office director, etc.?	Y	<p>It would be helpful to have additional information about this requirement. The patient's encounter will generate documents, claims, reports, etc. These artifacts that are generated through Soarian workflows and processes are available online and can be stored in the imaging database for easy access by all authorized personnel.</p>
72	Provide capability for follow up reports to be produced electronically for either paid or unpaid services, with the ability to select data by either assigned user or by third party payer?	Y	<p>Soarian uses workflow management to automate business processes. Through Soarian's workflow management, documents, information, and/or tasks are passed from one participant to another according to a set of procedural rules. The system creates interactive, on-line worklists of issues to be resolved or items requiring action e.g. collections follow-up on patient and payer payments. In addition to the model worklists delivered with Soarian,</p>

	Requirements: Does your Solution...	A	B
			configurable options are available to the customer. For example, Soarian provides the ability for the healthcare enterprise to define and maintain its own worklists e.g. for particular payers, time periods, healthplans, etc.
73	Provide capability to work with multiple facilities simultaneously in the reimbursement module?	Y	Soarian provides simultaneous, multi-user access that gives everyone in the facility or organization the most up to date information. Soarian enables multiple users to enter data in the same file from multiple locations. The system employs optimistic locking to manage the case in which multiple users access a single record. If Soarian determines that a user has accessed a record that is already in use, the system notifies the user of the situation and prompts the user to take corrective action.
74	Provide capability to utilize multiple system functions simultaneously in the reimbursement module?	Y	See previous response. Soarian is designed as a multi-user system. A user's activity in one part of the application does not preclude other user activity in the same part. Soarian implements appropriate locking mechanisms to protect inadvertent over-write of patient information by two simultaneous users.
	Relative Value Units and Medicare Cost Reports		
75	Provide capability to convert CPT/HCPCS codes to Relative Value Units (RVUs) and aggregate such information for cost accounting purposes?	Y	<p>Soarian supports the calculation of the Relative Value Units associated to the delivery of individual charges. The RVU for an individual unit can be defined for a service price and is calculated at the time of charge posting. RVU's can be optionally entered and overridden during charge entry. Soarian also allows the reporting and analysis of revenue using the calculated RVUs. Reportable components include Work RVU and Total RVU.</p> <p>Work RVU and Total RVU are supported and can be entered in the Service Master. RVU values are calculated for each charge at charge posting. Soarian Analytics includes the ability to perform charge analysis using</p>

	Requirements: Does your Solution...	A	B
			RVU for utilization and compensation purposes.
76	Provide the capability to assign weights to CPT codes for cost accounting purposes?	Y	Cost Accounting is an optional application (that is not included in this contract) that assigns costs at the charge code level as an activity based cost (direct/indirect, fixed/variable), Relative Value Unit (RVU), or Ratio of Cost to Charges. CPT (HCPCS) codes exist at both the charge and patient level allowing the cost to be reported at the procedure level. Soarian Analytics has model reports with HCPCS codes available as reportable fields down to the individual patient level. Cost Accounting does not assign weights or costs directly to CPT codes.
77	Provide the capability to provide data to support the preparation of annual Medicare Cost Reports for each facility?	Y	The proposed Soarian solution will capture the revenue cycle-related data needed for you to generate CMS Hospital Cost Accounting reports. Soarian Analytics supports the ability to interface data from other sources for analysis that may be needed to generate CMS Cost Reports e.g. GL, other external systems in the health enterprise.

H. Pharmacy Module

DBHDS pharmacies provide a wide range of psychiatric and medical pharmacological services and fully support the medication use process through all levels of care and or programs served, (e.g., skilled nursing facility, acute care, intermediate care facility, geriatric, etc). Pharmacy financial operations represent a blend between point of sale billing as well as retrospective Batch billing (meets NCPDP D.0 standard). DBHDS is currently contracted with all eligible and active Medicare Part D insurance plans in Virginia as well as Virginia Medicaid and Tricare Insurance. Pharmacy billing for medications and services is managed by the Office of Pharmacy Services and actively occurs on a daily basis directly from the pharmacy application[s].

	Requirements: Does your Solution...	A	B
	Inventory and Purchasing		
1	Provide functionality to create and maintain pharmacy stock data?	Y	Siemens Pharmacy inventory and purchasing functions are fully integrated with the Pharmacy application and is specifically designed for use by the hospital Pharmacy. It can be used by hospital pharmacists, technicians, nurses, clerks, and

	Requirements: Does your Solution...	A	B
			<p>administrative personnel to keep track of in-house and take-home medications, and drug preparations.</p> <p>The application is designed to solve many of the problems encountered with manual inventory systems. The inventory control process is driven automatically by drug dispensing on a real-time basis. Routine purchasing and receiving functions make Pharmacy Inventory both efficient and easy to use. Inventory files integrated with the drug master files provide a streamlined method for maintenance of all drug information.</p>
2	<p>Support functionality for a perpetual Inventory monitoring / ordering system via an electronic interface / ordering with wholesalers, (Note: DBHDS's current pharmaceutical wholesaler is Cardinal Drug)?</p>	Y	<p>Siemens Pharmacy enables you to create a perpetual inventory for all the drug products used by the hospital. This inventory is driven by all inventory-related functions. As the pharmacy dispenses medications or IV solutions to patients, the stock level for those products is reduced appropriately. Patient related floor stock functions update the amounts on hand, by location. The inventory will show drug products ordered by the hospital and will increase the supply level when they are received.</p> <p>Siemens Pharmacy Inventory supports electronic data interchange (EDI) processing. Use the EDI Purchase Order feature to electronically transmit purchase orders to one or more specified vendors (e.g., Cardinal and Ameri-source).</p>
3	<p>Flag contract versus off-contract items?</p>	Y	<p>Supported with the Siemens Pharmacy inventory module.</p>
4	<p>Create, edit and view new orders?</p>	Y	<p>The purchase order module enables a user to define purchase orders and to generate purchase orders containing items flagged by the system as below their minimum reorder point. Once a purchase order exists, it can be revised (items can be added, deleted, or changed), canceled, or received against.</p>
5	<p>Track the status of existing orders?</p>	Y	<p>Siemens Pharmacy provides the ability to generate and track status of purchase orders.</p>

	Requirements: Does your Solution...	A	B
6	Store and edit inventory information?	Y	Yes. At the heart of the Pharmacy Inventory application is the hospital's Inventory Master File, an extension of the Pharmacy's Drug Master File. The hospital selects items for the Inventory Master File through streamlined download procedures. The hospital also controls the updating of this file to ensure that it always contains the most current information.
7	Support functionality to identify fields not updateable by external data sources?		Additional clarification is required.
8	Establish pricing on a per product basis?	Y	The unit cost of each drug is maintained in the Pharmacy Drug Master File, and is the starting point for calculating the final patient charge.
9	Establish multiple pricing lines for each inventory item (e.g., Average Wholesale Price (AWP), Average Manufacturers Price,(AMP), Acquisition Cost, Suggested Manufacturers Price (SMP), and Direct Cost (DIR))?	Y	<p>Please note that the consolidated 1 and consolidated 2 modules are a combination of the individual pricing modules (DIR, SWP and WHN).</p> <p>Customers may choose to select the consolidated 1 or consolidated 2 pricing modules, or any combination of the individual pricing modules based upon business needs. However, Siemens recommends selecting either consolidated 1 or consolidated 2 modules OR a combination of the three individual modules (DIR, SWP and WHN), but not a combination of the consolidated modules with the individual modules.</p> <p>Note: NDDF no longer supports Average Wholesale Price (AWP) due to lack of consistency in pricing.</p>
10	View product list in its entirety, and by category of product?	Y	Via a report.
11	Track the quantity of each product on hand and what has been dispensed?	Y	As the pharmacy dispenses medications or IV solutions to patients, the stock level for those products is reduced appropriately. Patient related floor stock functions update the amounts on hand, by location. The inventory will show drug products ordered by the hospital and will increase the supply level when they are

	Requirements: Does your Solution...	A	B
			received.
12	Establish reorder alerts for low inventory levels?	Y	If the location's quantity on hand is below the stock location reorder point, an entry is made to a background file identifying the location and the drug that needs to be resupplied. The location reorder point and the recommended quantity are defined for each stock location in the Inventory Master (INV) file. The purchase order module enables a user to define purchase orders and to generate purchase orders containing items flagged by the system as below their minimum reorder point.
13	Track maintenance records and depreciation values on an item-by-item basis?	N	
14	Support on-line inquiry of open and closed invoices?	Y	Supported with the Siemens Pharmacy Inventory module.
15	Support on-line inquiry into all purchase orders / invoices for a particular item status of quantities on hand and on order?	Y	Supported with the Siemens Pharmacy Inventory module.
16	Provide audit trail of changes made to purchases?	Y	Supported with the Siemens Pharmacy Inventory module.
17	Create stock usage report of past 12 months and YTD quantities and dollar volume by item and location?	Y	Could be done with a custom report.
18	Allow pharmacy to establish minimum stock levels, standard purchase quantities; and generate purchase orders automatically on a pre-established frequency, or on demand, for submission to primary wholesaler?	Y	Supported with the Siemens Pharmacy Inventory module. The purchase order module enables a user to define purchase orders and to generate purchase orders containing items flagged by the system as below their minimum reorder point. The system supports electronic data interchange (EDI) processing. The EDI Purchase Order feature will electronically transmit purchase orders to one or more specified vendors (e.g., Cardinal and Ameri-source).
19	Interface with the wholesaler's (currently Cardinal Drug), electronic order entry system for automatic update to inventory with order receipt?	Y/N	The system supports electronic data interchange (EDI) processing. The EDI Purchase Order feature will electronically transmit purchase orders to one or more specified vendors (e.g., Cardinal and Ameri-source). Automatic update to inventory with order receipt is not

	Requirements: Does your Solution...	A	B
			supported.
20	Generate report with identification of products confirmed for shipment and identified shortages?	N	
21	Maintain current inventory levels/ quantities in real time when items are issued, returned, received or transferred?	Y	The Inventory module automates purchasing management and inventory control by maintaining an online perpetual inventory.
22	Provide text comment field for notes on each item?	Y	Supported with the Siemens Pharmacy Inventory module.
23	Support entry of charges and credits for items returned?	Y	The Adjust functions enable the pharmacy to place additional charges and credits for existing medication and IV orders. These functions are particularly useful to make charge/credit adjustments for drugs returned on the unit dose carts and for extra or missing doses dispensed. A mini charge/credit function enables the pharmacy to quickly charge and credit patient accounts for routine medications or supplies without the need to enter a detailed order. This function also supports charging/crediting a patient's account for drugs that are not associated with a specific pharmacy order. As with charging, a credit algorithm is also designed to control what is credited. If it is appropriate to charge a flat prep fee regardless of medication being administered, a credit algorithm can accommodate the credit of everything, but the prep fee. Your facility can impose limits on the amount or quantity of credits in the drug master file. To alert the user that the credit is more than the original charge, the system displays a warning message.
24	Compute and report the most economical quantity to order (EOQ) based on usage with the ability to recommend stock levels?	N	
25	Allow adjustments to inventory based on physical inventory counts?	Y	Siemens Pharmacy provides stock location specific inventory cards to simplify the process of physical inventory. The Pharmacy Inventory module enables you to take inventory by specific location while routine pharmacy operations are underway. The actual on-hand inventory quantities are entered online. Users are then able to display an online total of inventory

	Requirements: Does your Solution...	A	B
			dollars for the on-hand stock. An on-demand Physical Inventory report details the total on-hand quantity and dollar value for each inventory item.
26	Print physical inventory worksheets by location / drug class?	Y	Siemens Pharmacy provides stock location specific inventory cards to simplify the process of physical inventory.
27	Support interface to hand-held computers used to gather item quantity information?	Y	Supported with the Siemens Pharmacy system.
28	Provide audit trail of all adjustments to inventory?	Y	Supported with the Siemens Pharmacy system.
29	Create out-of-stock items report?	Y	With the report writer.
30	Create report of overstock items?	Y	With the report writer.
31	Track and reports trends for item usage?	Y	With the report writer.
32	Ability to support Radio Frequency Identification (RFID) tags?	C	May be possible with customization and services. Requires analysis. Siemens IT Solutions and Services is your partner for planning, implementing, and operating an RFID solution. Our RFID services include: RFID Company Assessment, Process Consulting, Profitability Calculations, IT Integration & Consulting, Software Customization, Operation of RFID, and Project Management.
33	Track inventory of controlled substances, including stock transfers between locations?	Y	Inventory can be moved among various stock locations or supplies issued to other hospital cost centers, tracking and producing daily and monthly reports on interdepartmental transfers. The Inventory Request Resupply by Location process enables you to automatically request that a supply of stock be transferred from one stock location to another.
34	Support conversion from units of purchase to units of issue?	N	
35	Calculates inventory item cost using various inventory management principles?	Y	Siemens Pharmacy supports the following pricing modules from FDB: <ul style="list-style-type: none"> • DIR – Direct Price • SWP - Suggested Wholesale Price • WHN - Wholesale Acquisition Cost (WAC)

	Requirements: Does your Solution...	A	B
			<p>Users will have the ability, through the Cost Update section in Drug Master Maintenance, to be able to select one or more of these pricing modules to load update prices.</p> <p>To support customers' needs of receiving consistent medication price types for all products, FDB also provides the following two pricing modules:</p> <ul style="list-style-type: none"> • Consolidated Price 1 (WSD) • Consolidated Price 2 (SWD) <p>In addition, the Pharmacy system provides monthly price updates of acquisition costs from drug wholesalers. The Pharmacy Inventory system can automatically update the Drug Master File Unit Cost with the latest acquisition cost as a by-product of using the purchase order receipt function. Prices set by bids can be blocked and not updated through the normal price update.</p> <p>There are no limitations on the number of different billing formulas that can be used. Billing formulas are defined at time of install.</p>
36	Create stock status reports on demand?	Y	<p>Stock can be tracked from within the pharmacy department via stock status inquiry or stock status reporting. Model stock report examples include:</p> <ul style="list-style-type: none"> • The Floor Stock Usage report includes cost data for each drug, as well as total cost, providing the pharmacy with the ability to evaluate the cost of overall operations. • The Floor Stock Kardex report shows the user the drugs located in floor stock cabinets for each nurse station. The report lists the name of each floor stock drug in the nurse station requested along with its dosage form strength, drug code, and up to three mnemonic codes.

	Requirements: Does your Solution...	A	B
37	Create report of inventory turns by category, "turns" by location and in total?	Y	With the report writer.
38	Allow on-line updating of inventory quantities?	Y	Supported with the Siemens Pharmacy Inventory module.
39	Automatically adjust audit trail report of changes to inventory?	N	
40	Automatically update inventory quantities when medication / prescription order are filled?	Y	Supported with the Siemens Pharmacy system.
41	Report recommended quantities based on usage using industry approved methodologies (e.g., Economic Order Quantity method)?	N	Although this requirement is not currently supported by Siemens Pharmacy, Siemens is constantly soliciting input from customers for enhancements to future releases.
42	Support functionality for bar code scanning of "out of inventory" items or "dispensed" items at pharmacist's final check?	N	Although this requirement is not currently supported by Siemens Pharmacy, Siemens is constantly soliciting input from customers for enhancements to future releases.
43	Support functionality for bar code scanning "in to inventory" when prescriptions and/or medications are received back from units?	N	Although this requirement is not currently supported by Siemens Pharmacy, Siemens is constantly soliciting input from customers for enhancements to future releases.
44	Support functionality for bar code scanning of prescriptions which need to be destroyed if received back from units, and which are noted as such in the pharmacy computer system. Provide capability for pharmacy to document reason for return and reason for destruction?	N	The system supports the documentation of reason for return and destruction.
45	Support functionality for production of reports/lists that can be printed at each phase of scanning using the bar coding system for perpetual inventory purposes?	N	Although this requirement is not currently supported by Siemens Pharmacy, Siemens is constantly soliciting input from customers for enhancements to future releases.
46	Support functionality for automatic electronic update of list (AWP) price; acquisition cost; Average Manufacturers Price (AMP)?	Y/N	AWP is no longer supported. First DataBank announced the discontinuation of the Blue Book Average Wholesale Prices as of 09/28/2011. The system supports acquisition cost. AMP support is a future.
47	Support functionality to generate reports of all modifications to product pricing?	Y	Supported with the Siemens Pharmacy report writer.
48	Support the functionality of conducting a complete physical inventory and compare with purchased/dispensed items documented in the pharmacy system?	Y	The Siemens Pharmacy system provides the user with tools to simplify the yearly physical process and enables the user to take inventory while pharmacy operations are still

	Requirements: Does your Solution...	A	B
			underway. Theoretical inventory count is recorded and an appropriate number of count cards for each inventory location and for each line item is produced. The pharmacy staff use these count cards to note the actual inventory quantity on hand and to note the quantity which can be taken from or added to stock during the inventory count. The staff then enters the actual on-hand inventory quantities from the count cards. The pharmacy system compares actual versus theoretical quantities and dollar values and identifies variances which exceed hospital-defined dollar and percentage limits. The application also updates the on-hand quantity for each item. Finally, a final physical inventory report is printed which totals the on-hand quantity and dollar value for each inventory item.
49	Support functionality to cross-reference system to read multiple bar code formats for medications?	Y	Multiple bar code formats are supported.
50	Support cross-reference functionality to read GPI codes (Generic Product Identifier)?	N	
51	Support functionality to print exception report on significant cost increases?	Y	Can flag using the inventory module.
52	Allow user defined limits on allowable range of electronic price modifications. (For example, allow user to stipulate the maximum percentage change from current pricing and report on any over-limit exceptions.)?	N	
	Drug File		
53	Provide functionality for management of floor stock (or clinic stock) inventories?	Y	As the pharmacy dispenses medications or IV solutions to patients, the stock level for those products is reduced appropriately. Patient related floor stock functions update the amounts on hand, by location. The inventory will show drug products ordered by the hospital and will increase the supply level when they are received.
54	Allow facility and/or unit specific floor stock definition, and flags (soft stop) at order entry point?	Y	The hospital can maintain multiple inventory locations for each product corresponding to various dispensing areas, satellite

	Requirements: Does your Solution...	A	B
			pharmacies, or storage areas.
55	Maintain and print lists of floor stock items by floor stock definition?	Y	Siemens Pharmacy can produce a list of floor stock items.
56	Maintain and print lists of floor stock items for each unit?	Y	We can print a floor stock list report of what drugs are floor stocked per unit. Quantities would need to come from dispensing devices.
57	Allow order specific override of floor stock designation?	Y	Supported with the Siemens Pharmacy system.
58	Provide for reconciliation between floor stock doses sent to unit and floor stock doses administered?	Y	Supported with the Siemens Pharmacy system.
59	Support functionality for 340B Inventory Control and Ordering?	Y	Siemens Pharmacy supports a 340B function that allows for tracking of drugs that are included in a 340B program. You have the ability to distinguish 340B drugs, maintain appropriate records, and provide reports as required for participation in this program.
60	Support the functionality for users to easily produce standard inventory reports?	Y	Inventory Reports include but are not limited to the following: <ul style="list-style-type: none"> • Multi-site Report Processing • Accounting Periods Report • Below Minimum/Reorder by Location Report • Below Minimum/Reorder-Hospital Totals Report • Below Safety Stock Report • Cost Center Table Report • Daily Cost Center Transactions Report • Daily Transaction Register Report • DEA Code vs. Location ID - Count Cards Default Report • Duplicate Vendor Error Report • Inventory Error Report • Inventory Item Listing by Vendor Report • Inventory Master File Report • Inventory Monthly Usage History Report • Inventory Request for Resupply Report • Inventory Stock Status Report • Inventory System Profile Inserted Data Report • Inventory Vendor Late Delivery Report • Inventory Vendor Listing Report

	Requirements: Does your Solution...	A	B
			<ul style="list-style-type: none"> • IV Component vs. Location ID Report • Labeler vs. Drug Code for Download Report • Labeler vs. Drug Code Report • Labeler vs. Vendor/Manufacturer Defaults Report • Location Quantity on Hand Report • Location Table Error Report • Location Table Update Report • Monthly Closed Purchase Order Report • Monthly Distribution and Totals Report • Monthly Expense Analysis Report • Monthly Inventory Value Totals Report • Monthly Item Analysis Report • Monthly Vendor Analysis Report • Pharmacy Vendor/Wholesaler Report (PVNRPT) • Physical Inventory Count Cards Report • Purchase Order Receiving Report • Purchase Order Document Report • Reason Table Report • Valid Stock Locations Report • Vendor Names/Vendor Numbers Report
	Pharmacy Information System: Client Management/Demographics		
61	Provide functionality to create, maintain, update records in the Enterprise Master Patient Index of the EHR system?	Y	Adding a patient to the ADT system is a function of the Soarian HIS and not a function of the pharmacy system.
62	Provide functionality to maintain, document, store and export data related to patient allergy/intolerance reactions, and individual drug therapy precautions?	Y	<p>Patient allergies and reaction can be entered in Siemens Pharmacy. When entering patient allergies, the Allergy function allows users to quickly search the Allergy Master File by drug class or by generic or brand name to find and select the drug to which the patient is allergic. Users can search a common allergy pick list containing drug groups, product names, ingredients, foods, or non-drugs/non-foods (these are things such as environmental, latex, etc.).</p> <p>If the user enters a new allergy while the patient is in the hospital, the Pharmacy System performs retrospective checking of the new</p>

	Requirements: Does your Solution...	A	B
			<p>allergy against all of the medications the patient is currently taking.</p> <p>There is a model bi-directional coded allergy interface between Siemens Pharmacy and Soarian.</p>
63	Provide the capability to create, maintain, store and export client pharmacological data (with export capabilities)?	N	
64	Differentiate patient status when patient is on Leave of Absence (LOA). Track and allow dispensing dependent on and consistent with status?	Y	<p>The following features can be used for Take Home or outpatient medication orders to process leave of absence orders. When you cancel a medication order, Siemens Pharmacy retains all of the information on that order for future reference. If the order then needs to be restarted after being discontinued, the renew medication feature quickly copies the information from the original order to the new order screen. There is also a Renew/Cancel option that copies an active order to a new order and automatically cancels the old active order. During the install process, labels are designed and formatted to meet the state requirements for LOA or take home prescriptions. Via the report writer, the user may generate a report with the inpatient's medications and times of administration to cover the time frame within the leave of absence or for take home medications.</p>
65	Determine quantity of medications to provide based on duration of LOA?	Y	Supported with the Siemens Pharmacy system.
66	Differentiate patient status when patient is on Special Hospitalization. Track and allow dispensing dependent on and consistent with status?	Y	Patient statuses are managed by the Soarian Financial system and communicated to the Siemens Pharmacy system.
67	Determine quantity of medications to provide, if necessary, based on duration of Special Hospitalization?	Y	Supported with the Siemens Pharmacy system.
68	Differentiate patient status when patient is Discharged. Track and allow dispensing dependent on and consistent with status?	Y	The Soarian HIS solution communicates the patient status of discharged to the Pharmacy system.
69	Determine quantity of medications to provide based on requirements at time of discharge?	Y	Supported with the Siemens Pharmacy system.
	Pharmacy Client Medical History / Profile		
70	Support retrieval of Patient / Client Profile	Y	The Patient Inquiry function gives you

	Requirements: Does your Solution...	A	B
	records in the pharmacy system via multiple alternative retrieval criteria, e.g., Patient identification number; patient name, SSN, etc.?		<p>many options for performing patient searches. When you access this application, you will see a number of patient search options, including:</p> <ul style="list-style-type: none"> • phonetic inquiry • patient number • medical record number • Social Security number • name • nurse station • prescription number
71	Provide a specific area in the pharmacy module to support an interface with or capability to retrieve data from external systems and data sources such as the Electronic Health Record, other medical record systems, laboratory systems, Avatar, and other external systems / databases?	Y	<p>Soarian Clinicals provides bi-directional information sharing with Siemens solutions for managing information about medications and their administration to patients. Model interfaces delivered with Soarian include:</p> <ul style="list-style-type: none"> • Med Administration Check Charting Data Outbound to Soarian Clinical Team • Siemens Pharmacy Med/IV Dispensable Orders Outbound to Soarian Clinical Team • Soarian Physician Med/IV Orders Outbound to Siemens Pharmacy • Soarian Clinical Team Allergies/Height & Weight Outbound to Siemens Pharmacy • Med Administration Data from Med Administration Check to Soarian <p>Soarian can link to external databases and systems via URL links in the Pharmacy system navigator.</p> <p>Siemens Pharmacy also supports a model results interface that allows real-time results to flow from a Lab system to Siemens Pharmacy.</p>
72	Support selection of inpatients/outpatients by "scrolling" through names listed on screen?	Y	<p>The Patient Inquiry function gives you many options for performing patient searches. When you access this application, you will see a number of patient search options, including:</p> <ul style="list-style-type: none"> • phonetic inquiry • patient number • medical record number

	Requirements: Does your Solution...	A	B
			<ul style="list-style-type: none"> • Social Security number • name • nurse station • prescription number
73	Support "Read Only" access capability to pharmacy information for other disciplines within a specific location?	Y	Determined by the security settings of the user.
	Pharmacy Drug Formulary Management		
74	Support electronic importing of up-to-date drug information from external systems?	Y	The National Drug Data File (NDDF) from First DataBank is the source of information for the drug master file as well as for clinical checks. A monthly online update process via CD-ROM is available.
75	Support multiple trade names for a single formulary item?	Y	An item can have multiple trade names.
76	Provide functionality to create, maintain and manage the Drug Data Formulary and dictionary?	Y	The drug master file maintenance function enables you to create, maintain and manage the drug formulary and masterfiles.
77	Allow for tracking of non-formulary utilization?	Y	With the report writer.
78	Support RxNorm standardized nomenclature requirements for product identification/naming?	F	RxNorm support would come through First DataBank and they have been part of the NLM project, as other clinical content providers have, but there is not anything specific at this time to support RxNorm. We assume First DataBank will provide support in the future, at which time, Siemens Pharmacy will support. GA date TBD.
79	Perform automatic update to profile when formulary product is modified/changed?	Y	Through the NDDF monthly updates.
80	Automatically attribute subsequent fills of an order to the new product and alert user to change the order if a product is removed from the formulary and replaced by an alternate product (i.e. change of NDC/manufacture)?	N	
	Pharmacy Order Management: Order Creation		
81	Clearly display unique patient demographics and values on the pharmacy order screen?	Y	The Patient Header information is displayed during order entry. This shows your currently selected patient's basic information (e.g., name, patient number, birth date, etc). The information that appears under a patient's name is called the Key Patient Information. The Key Patient Information can be specific to a site, to a user account, or to an account type.

	Requirements: Does your Solution...	A	B
			<p>When there is more Key Patient Information than can be displayed in the Patient Header at one time, scroll bars enable you to scroll up and down through the information. A profile option allows you to click on the Key Patient Information window to expand it so all of the patient information is visible.</p> <p>Height, weight and BSA are available during order entry and is stored historically. Creatinine clearance is also available during order entry.</p>
82	Provide capability to customize pharmacy order screen for inpatient versus outpatient settings, as applicable?	Y	Siemens Pharmacy supports custom headers that could be set to differ by inpatient/outpatient.
83	<p>Support various pharmacy order types & parameters, including:</p> <p>Unit dose medication - one or more individually packaged items are used in the dose;</p> <p>Scheduled medication - given periodically (e.g., every 6 hrs, M-W-F);</p> <p>Continuous medication - medication or fluid that is given on a continuing basis (e.g., 125 ml/hr, nebulized medications);</p> <p>Multi-dose medication - dispensing size is larger than a dose;</p> <p>Variable or "PRN" dose medication - dispensed on an as needed basis;</p> <p>Automatic stop order (e.g., has expiration or stop date)</p> <p>Combinations of the above order types</p>	Y	<p>Siemens Pharmacy supports all order types and parameters listed. Siemens Pharmacy provides extensive flexibility to provide the user with the ability to enter all of the order types encountered. The following are a few of the examples of the types of orders that can be entered into the Siemens Pharmacy System:</p> <ul style="list-style-type: none"> • Simple medication orders • Complex medication orders • Compounded medication orders (ex. Creams, ointments, solutions, suspensions, etc.) • Non-formulary medication orders • Sliding scale orders • Tapering dose orders • Scheduled orders, scheduled prn orders, unscheduled prn orders • Chemotherapy orders • Plain IV orders, pre-mixed IV orders, compounded IV orders, alternating IV orders • TPN orders, alternating TPN orders, IV order entry that provides the opportunity to define up to twelve different methods of administrations and can include dialysis solutions, enteral feedings, etc. • PCA
84	Support the use of multiple dosage units for medications, (e.g., grams, milligrams, or micrograms, mg/ml)?	Y	Multiple dosage units are supported.

	Requirements: Does your Solution...	A	B
85	Allow the practitioner to specify whether a dose is needed today for a new daily dose order?	Y	Supported with Soarian CPOE capabilities.
86	Provide the capability to create and maintain standard and user-defined pharmacy order data?	Y	This is configurable by your organization in the order definition templates.
87	Easily and readily identify stop orders both on-screen and on the medication administration record?	Y	Order status always displays.
88	Allow pharmacy-customizable stop order policies, by drug or class and flag orders not entered completely either with a 'soft stop' or by inserting pharmacy- defined stop order date?	Y	As orders are entered, Siemens Pharmacy optionally calculates the stop date and time for each order, and records that information on the cart fill list, pharmacy patient profile, and medication administration record. The pharmacist can override that date and time when entering or validating the order. Stop order days are assigned to each drug in the Drug Master File based upon the legal status or the therapeutic class of the drug. You can assign unique stop days for specific drugs when necessary.
89	Provide a report for stop orders?	Y	At a hospital determined number of days before the stop date and time, the Orders Approaching Expiration Report warns the clinician that the drug order is due to be discontinued and needs to be reordered.
90	Support ability for an authorized user to override a stop order?	Y	Please refer to the response to requirement #88 above.
91	Prior to and during order entry, provide the capability to access related client information?	Y	Patient information is accessible from anywhere within the system. Soarian patient record access can be set up as a link from the Siemens Pharmacy navigator making it easy to access the complete patient record.
92	Support rapid entry of routine orders. (Pharmacist vs. Non-Pharmacist) entry of drug and non-drug orders?	Y	Rapid entry of routine orders is supported in both Soarian and Siemens Pharmacy with the use of navigation pathways and default values. In Soarian the physician is presented with common lists of medications, studies and procedures specific to the physician's individual scope of practice.
93	Support entry of orders utilizing a variety of product identifiers (brand name, generic name,	Y	The Siemens Pharmacy system supports order entry / search by

	Requirements: Does your Solution...	A	B
	National Drug Code (NDC), etc.)?		<ul style="list-style-type: none"> • Description • Generic name • Brand (trade) name • Mnemonics / synonyms • Pre-defined common orders or order sets • NDC number • Hospital drug code (Siemens drug code) • Formulary numeric code • Alpha search (portion of a drug name) • Bar code
94	Support entry of non-standard dosing frequencies such as every other day, M-W-F, every Monday, etc.?	Y	Non standard dosing frequencies such as the ones listed here are supported.
95	Manage "stop orders" and easily identify stop orders on screen and on ancillary reports?	Y	Orders that are placed on hold or discontinued are identified by status on screens and reports.
96	Provide functionality for the creation of order sets customizable by Pharmacy?	Y	You can define order sets, which are composed of frequently used routine or standing orders. Medications and IVs can be accommodated within the same order set. The pharmacist can select any or all of the orders within the set. There are an unlimited number of drugs per order set with an unlimited number of order sets. The user can modify an order set by picking the desired drugs and the user can modify data elements on each drug review screen. Rules can be associated to standing order sets.
97	Allow entry to note transferring physician in order when patient is transferred to another unit?	Y	The transferring physician's name can be captured during order entry in the order detail fields.
98	If a non-formulary drug is selected, provide a non-formulary Drug Request form for physician to complete (form would include Patient name, Location, Drug name, strength, admin times, justification for use, etc.)?	Y	This information can be captured in Soarian non formulary order entry pathways.
99	Support the tracking of non-formulary drugs and flag non-formulary drugs in a patient profile?	Y	Non-formulary drugs can be tracked and flagged.
100	Support pharmacy-defined therapeutic interchange where applicable, and with an appropriate authority and audit trail?	Y	Siemens Pharmacy does not automatically convert to a therapeutic alternative, but it does provide notifications on what the hospital's therapeutic alternatives may be. Some customers build PCOs on the order entry system to

	Requirements: Does your Solution...	A	B
			do this, but we do not have a therapeutic interchange function at this time.
101	Support medication order entry by trade or generic name?	Y	Orders can be entered by either trade or generic name. See response to requirement #93 above for more information regarding order search options.
102	Provide functionality for tapered orders?	Y	<p>The Siemens Pharmacy system accommodates tapered doses through multiple pathways. The first method is for standard tapered doses; e.g., the tapered doses associated with an order for a Medrol Dosepak. This method uses predefined common orders within an order set to affect the seven days of orders associated with the dosepak.</p> <p>The second method is for non-standard orders; e.g., give Coumadin 20 mg. today and decrease by 5 mg daily. This method uses the renew function to allow copying the original order and subsequently making changes to the start and stop date, the latin sig., and additional administration directions. Using the copy function along with changes is an efficient way to accommodate instructions for the decreasing doses without having to re-enter each order.</p>
103	Prevent order from being completed without a route of administration or other medication order pre-requisites?	Y	These fields can be designated as required fields. They must be complete in order to complete the order entry process.
104	Track and hold pending but not-yet-filled drug orders in appropriate holding queues, e.g., therapy problem, incomplete information, awaiting clarification of order, etc.?	Y	The Pharmacy monitor is an order monitoring tool that notifies the Pharmacist when there are new orders that need pharmacist verification or validation. In addition, the Pharmacy Monitor notifies the Pharmacist when a Nurse using Med Administration Check opens a Clinical Intervention on an order and marks it "Pending Review." The monitor highlights orders that have an order priority of "stat" indicating that they need to be addressed immediately and will also notify the Pharmacist to orders that are overdue for processing based on specified time parameters. These same parameters are used to highlight orders

	Requirements: Does your Solution...	A	B
			that are marked as "Pending Review."
105	Check for drug/drug interactions on order entry with functionality to classify and flag according to selected severity?	Y	At the point of medication order entry, online searches are invoked for drug-to-drug interactions, drug-allergy, drug-dose, drug-lab rules, generic and therapeutic duplicate checking, min/max dosing for both adult and pediatric patients. The degree of severity of the contraindication immediately displays
106	Check for drug/disease (or Diagnosis) interactions on order entry?	Y	Clinical checking occurs for medications that are contraindicated for certain disease states (acute and/or chronic).
107	Check for drug/food interactions on order entry?	Y	The Pharmacy system performs drug food checking. A printed food-drug interaction notice can be generated when Siemens Pharmacy detects a potential food-drug interaction conflict. In addition, drug food notifications can be routed to a printer in the dietary department. Users can also check and view or print online documentation.
108	Check for medication allergies and other kinds of ADR's (Adverse Drug Reactions) that prohibit re-challenge of the drug on order entry?	Y	Automated clinical checks include: allergies, generic and therapeutic duplicates, drug-lab results conflicts, drug interactions, min/max dosage, cumulative dose checking, pediatric contraindications, geriatric contraindications, and drug-drug-fluid incompatibilities. Siemens Pharmacy also allows clinical checking to occur for medications that are contraindicated for certain disease states (acute and/or chronic).
109	Check the dosage range for drugs on order entry by age, gender and weight?	Y	The Pharmacy system checks the minimum and maximum allowable single or daily doses for each drug in the formulary based on patient weight or dose (single dose vs. total dose for a twenty-four hour period,) and warns the user online if the dose entered falls outside this range. The pediatric min/max dosing check module provides an age-sensitive, multi-layered minimum/maximum dose check for pediatric patients. (The pediatric population is defined as any individual whose age is 18 years and under.) Each facility can modify and

	Requirements: Does your Solution...	A	B
			<p>define their own min/max checking ranges.</p> <p>Geriatric, adult and pediatric min/max processing can be defined for any drug. When both are defined, the patient's age determines which warnings are displayed. The warnings display the minimum dose, maximum dose, and not-to-exceed dose. (The geriatric population is defined as any individual whose age is 65 years or older.)</p> <p>As with other clinical checking features, you can override this warning, and all overrides are documented in a day-end report.</p> <p>Dose range checking by gender is not supported.</p>
110	Check dosage ranges against renal function (e.g., CrCl)?	Y	The Siemens Pharmacy system automatically displays a patient's lab results, based on the drug ordered. If a patient's serum creatinine result value is available, the creatinine clearance is calculated. The automatic drug-to-lab result checking and expanded patient information window displays include the last three serum creatinine values, as well as the calculated creatinine clearance (CrCL). Note that the calculated creatinine clearance is based on the most recent serum creatinine value.
111	Provide therapeutic duplicate checking on order entry?	Y	The system checks for generic and therapeutic duplicates on order entry.
112	Provide current and up-to-date drug reference information on order entry. (Please name the source of the reference information and how frequently the information is updated)?	Y	To keep the formulary current, the hospital receives monthly NDDF updates via CD-ROM.
113	Provide on-line access to drug interaction information to alert care providers about possible interactions between drugs?	Y	Drug interaction checking is done at the time of order entry. The user can also view drug information at anytime via an online lookup function.
114	Provide the capability to calculate doses?	Y	Dosages can be calculated based upon body surface area, ideal body weight, actual body weight, or independently of patient statistics in accordance with hospital defined protocols.
115	Provide the capability to 'copy' orders to speed	Y	The Copy function provides an easy mechanism for entering an

	Requirements: Does your Solution...	A	B
	up order entry (e.g., for repeat information)?		order that is similar to an existing order on the patient's profile.
116	Allow orders to start at a future date?	Y	The system supports entry of unit dose and IV admixture orders that begin within 60 days as long as the patient is registered in the system.
117	Provide ability for any authorized user to view entire order history or active medication orders?	Y	<p>Siemens Pharmacy Patient Medication Profile (PMP) provides a complete history of patient medication orders. As patients are admitted to the hospital, the online PMP is automatically and instantly updated as you enter or revise drug orders. The patient's medication profile can be viewed on the screen while new orders are being entered or validated by the pharmacist. In addition, PMP information can be viewed online or may be printed, for an individual patient, on demand in a report format.</p> <p>The Patient Medication Profile Summary provides information on all medication and IV orders, including the drug, dose, route, administration schedule, manufacturer, and start/stop dates. You can specify summaries of orders of a particular type or status, such as all discontinued orders, all PRN orders, or all IV orders. The clinician viewing this information has the ability to change the sort and display options of this graphical presentation to meet their specific needs.</p>
118	Flag inactive orders?	Y	You can specify summaries of orders of a particular type or status, such as all inactive, discontinued orders, all PRN orders, or all IV orders. The clinician viewing this information has the ability to change the sort and display options of this graphical presentation to meet their specific needs.
119	Allow for drug/drug screening without complete order entry, (independent of patient profile), to screen "potential" drugs against the current profile for interactions, duplications, etc. without entering a finalized drug order?	Y	Supported by the user beginning to enter the new drug up to the point checking would occur. The user would then cancel and not complete the order.
120	Print drug monographs to give to patients who meet Federal Regulation of sixth grade reading level?	Y	We supply several versions of monographs through First DataBank, which are at a 4 th grade reading level.

	Requirements: Does your Solution...	A	B
121	Provide capability to print patient drug monographs in different languages, [e.g., Spanish, Chinese]?	Y	The Siemens Pharmacy system provides patient education monographs in English and Spanish.
122	Provide functionality to print customized pharmacy prescription labels for discharge medications?	Y	Supported by the Siemens Pharmacy system.
123	Generate a current list of medications, dosage times and administration schedule (medication reconciliation)?	Y	Soarian supports admission, transfer and discharge medication reconciliation.
124	Provide functionality for fully documented medication reordering process with reason codes (or reorder "code" system)?	Y	Supported with Soarian CPOE capabilities and Siemens Pharmacy order entry.
125	Support ability to perform a price calculation during drug inquiry. (Drug look up and price)?	Y	The Pharmacy Price Inquiry function provides online access to view the calculated patient charge for a particular drug. The user enters a drug, quantity, dispensing method, and patient type, and Siemens Pharmacy calculates and displays the final charge, as well as the unit cost of the drug.
126	Support ability to identify high risk drugs, look alike-sound alike drugs, hazardous drugs with alerts on order entry?	Y	Alerts can be presented to the user for high risk, look/sound alike and hazardous drugs during the order entry process.
127	Support ability to maintain historical transaction data record that meets latest National Council for Prescription Drug Programs (NCPDP) record standards (data elements)?	See Comment	Siemens Pharmacy continually works with all of its customers to insure compliance with all recognized regulatory agencies. This requirement requires analysis of these standards.
128	Support customized order entry by "sig code", free text, or combination of both?	N	We support using mnemonic entry.
129	Support ability for "batch" and "Point of Sale" processing of pharmacy claims meeting Common Electronic Data Interchange NCPDP v.D. Ø standards?	Y/N	Siemens Pharmacy can support online adjudication of medication orders through a data interchange including support of D.O, but there is not support of Point of Sale processing.
	Order Transmission		
130	Provide the capability / interface to receive, maintain, export and store orders / prescriptions sent by external systems (e.g., Order Entry System) and associate these orders in the pharmacy client record?	Y	Soarian Clinicals provides bi-directional information sharing with Siemens solutions for managing information about medications and their administration to patients. Med/IV orders entered by a physician in Soarian appear on the Pharmacy Monitor, which is the pharmacist's command center to prioritize and manage interdisciplinary medication use process tasks. These orders also appear on the Siemens Pharmacy

	Requirements: Does your Solution...	A	B
			profile with a special notation. The First DataBank 'Med Concept' processing allows physicians to select drugs without viewing and specifying package sizes. These orders then appear in Siemens Pharmacy as a "context" order. Pharmacists select appropriate drug package size during the validation process.
131	Provide the capability or functionality to accept supplemental paper-based orders / prescriptions using a scanner and store a reference to this information in the EHR?	Y	Siemens Pharmacy Document Management is a solution that provides the ability to scan and electronically transmit a handwritten medication order to a pharmacist for processing. Siemens Pharmacy Document Management takes full advantage of the integration between Siemens Pharmacy and Siemens Enterprise Document Management (EDM) by providing a link at the order detail level within Siemens Pharmacy and the scanned medication order image. When a scanned order image is associated with an order in Siemens Pharmacy, the "Image" button will be enabled on the Order Detail screen. Selecting the "Image" button opens and displays the associated scanned order on the secondary monitor.
132	Support annotation tools, used to highlight areas of scanned orders for communication between disciplines?	Y	With Siemens Pharmacy Document Management, annotation tools can be used to highlight areas of scanned orders for communication between Pharmacists.
133	Support "e-Prescribing" functionality from external sources?	Y	Yes, if the hospital-based pharmacy is connected via their retail pharmacy application to receive prescriptions from the Surescripts network.
	Order Verification/Validation		
134	Provide the capability to verify order for completeness?	Y	Typically, a clinician places an order in Soarian, which is immediately communicated to the Siemens Pharmacy system for verification. The validation function enables the pharmacist to access unvalidated orders for each patient, review the order details, and rapidly approve each order.
135	Provide the capability to verify orders for clinical appropriateness?	Y	With the Pharmacy Validation function, warnings of any duplications, allergies, drug interactions, dosage errors or other clinical problems are prominently displayed as the

	Requirements: Does your Solution...	A	B
			pharmacist reviews the patient clinical information and medication profile. If the pharmacist discovers duplication, a potential drug interaction, or data entry errors he can easily change or cancel that medication order.
136	Allow pharmacists to assign a conditional or pending status to an order during order verification?	N	
137	Maintain audit trail of pharmacy personnel verifying and validating pharmacy orders?	Y	Siemens Pharmacy stores a complete history of all orders including initials of every user that touched the order, along with a date/time stamp.
	Order Processing		
138	Support easy access to drug information during the ordering process, (e.g., not having to navigating through multiple screens)?	Y	In addition to accessing NDDF drug monograph information from the order pathways, any third-party database such as American Druggist Bluebook, Drug Product Information File, or other database that may contain pediatric monograph information can be loaded on the server, or locally on the Pharmacy PC. A navigator function can then be created allowing the user to access the database from the Siemens Pharmacy application.
139	Provide the capability to access Client Information prior to order processing?	Y	Client (patient) information is accessible from anywhere within the Siemens Pharmacy system.
140	Allow changing and updating medication orders without having to re-key all order information?	Y	Online changes can be made to med and IV orders without having to re-key all order information.
141	Provide ability to build and maintain for quick order entry: Service-oriented order sets (e.g., pre-op medications or medication to be given upon admission). Protocol order sets for medications (e.g., tetracycline to be given on empty stomach)	Y	Service oriented order sets and protocol order sets are supported in both Soarian Clinicals and Siemens Pharmacy.
142	Support functionality for multi-factor on-line drug lookup (generic name, trade name, drop down lists, partial spelling, etc.)?	Y	The Siemens Pharmacy system supports order entry / search by <ul style="list-style-type: none"> • Description • Generic name • Brand (trade) name • Mnemonics / synonyms • Pre-defined common orders or order sets

	Requirements: Does your Solution...	A	B
			<ul style="list-style-type: none"> • NDC number • Hospital drug code (Siemens drug code) • Formulary numeric code • Alpha search (portion of a drug name) • Bar code
143	Maintain audit trail of persons making changes to medication orders?	Y	Siemens Pharmacy captures user initials and date and time stamp associated with any data view or order activity.
144	Provide ability to require justification when medications are ordered?	Y	Justification or reason can be captured when a medication is ordered in Soarian. This information can be viewed by the pharmacist when validating/verifying the order.
145	Support “patient friendly” labeling, dispensing, and documentation of medications for passes when patient is outside of hospital & self-administering meds?	Y	Patient friendly labeling is supported for all dispensed medications. Labels can be customized during implementation to meet your needs.
146	Provide ability to specify multiple routes of administration within a single order (e.g., SL or PO)?	N	<p>Orders that may be given by multiple routes (e.g. IM or PO) are not currently supported as a single order in CPOE, Pharmacy or Med Administration Check. They must be entered as multiple orders and the nurse must select the order with the desired route from the Active Worklist.</p> <p>Specification of multiple route codes within a single order with prompting to enter the conditions under which the drug may be given by each possible route is considered a future enhancement.</p>
147	Support display of drug warnings (e.g., gender-specific, age-specific)?	Y	<p>Gender and age specific drug warnings are supported. The Siemens Pharmacy system uses First DataBank as its source of clinical information. Automated clinical checks include: allergies, generic and therapeutic duplicates, drug-lab results conflicts, drug interactions, min/max dosage, cumulative dose checking, pediatric contraindications, geriatric contraindications, and drug-drug-fluid incompatibilities. Siemens Pharmacy also allows clinical checking to occur for medications that are contraindicated for certain disease states (acute and/or chronic). The rules engine can also be</p>

	Requirements: Does your Solution...	A	B
			used to generate alerts.
148	Provide screens that provide guidelines to order formulary equivalents for non-formulary medications?	Y	The system flags a non-formulary entry and indicates appropriate alternatives from the existing formulary, using the rules engine.
149	Automatically calculate medication doses and supply needs for patients within a user-specified time period?	Y	Doses and supplies are automatically calculated. Siemens Pharmacy provides accurate, easy to read cart fill lists that provide all the information the Pharmacy Department needs to prepare patient unit dose medication carts. Cart fill lists are generated on demand for those doses required for the hospital defined cart exchange period. The user can request multi-day period to accommodate weekends or holidays.
150	Provide ability to verify if a drug is covered by third party coverage without filling the prescription?	Y	Siemens Pharmacy supports online adjudication of medication orders through a data interchange.
151	Allow activation of suspended orders?	Y	Suspended orders can be resumed or activated.
152	Provide ability to select and reactivate orders from previous patient visits?	Y	Siemens Pharmacy can reactivate orders on readmitted patients.
153	Automatically adjust patient charges after reconciliation of fill list with actual usage?	N	Siemens Pharmacy does not support on-line reconciliation of fill list with patient actual usage. Siemens Pharmacy supports online charging / crediting of unused medications.
154	Allow functionality to suspend individual medication orders?	Y	The Suspend/Resume Order function allows an authorized user to suspend and/or resume in-house medication orders in a single action
155	Support storage of medication orders pending verification by pharmacist?	Y	Med orders awaiting verification have a status of unverified and can be viewed on the Pharmacy order monitor with their status.
156	Flag orders when filled?	Y	The system flags orders when filled.
157	Allow discontinuing of orders?	Y	The Discontinue Order function enables an authorized user to select one or more orders and discontinue them in a single action.
158	Provide functionality for automatic stop orders based on user defined policy by drug?	Y	Stop order days are assigned to each drug in the Drug Master File based upon the legal status or the therapeutic class of the drug. You can assign unique stop days for specific drugs when necessary
159	Support on-line interface with State Board of Pharmacy re medication orders by order type	Y	Siemens Pharmacy supports sending of Controlled Substance reports to State

	Requirements: Does your Solution...	A	B
	(e.g., controlled substances reporting)?		Boards of Pharmacy.
160	Automatically check for and flag duplicate medication orders?	Y	Duplication screening checks for both the same drug, i.e., generic duplicate, and for therapeutic class of drug, i.e., therapeutic duplicate.
161	Provide ability to re-sort data in pharmacist review queue (e.g. by time, floor, status), as applicable?	Y	The Pharmacy Order monitor supports many different sorts, including those listed in this requirement.
162	Automatically or by user query, print medication update to cart fill list showing additions, changes, deletions to patient profile since last fill list?	Y	The Cart Fill List Update report provides a list of all changes that impact unit dose medication and complex medication distribution for a given bed group/cart ID. The reported changes result from patient location transfers, new medication orders, revisions to orders, or cancellation of orders.
163	Provide functionality to create daily client Medication Administration Record (MAR) showing both generic and trade medication names?	Y	The system administrator has choice of drug name, generic and/or trade, to show on the MAR, specific by drug.
164	Provide option to generate Medication Administration Record update for new medications as they are processed?	Y	The Med Administration eMAR is automatically updated as new medications are processed.
165	Create Medication Administration Record for multiple dispensing days for a unique location?	Y	Siemens Pharmacy can produce a hardcopy Medication Administration Record (MAR) for long-term care patients. MARs can be a 1-7 day format, or optionally cover a 31-day format appropriate for this patient population.
166	Create a report by location to inform physicians and nurses of orders requiring renewal?	Y	<p>The Orders Approaching Expiration Report provides the user with a list of patients who have drug orders that are about to expire. This report lists each in-house patient who has medication or IV orders that are scheduled to expire within a hospital-defined number of days. One-time orders and take-home medication orders do not appear on the report. This report can also be sorted by nurse station, and can be printed at specific nurse stations.</p> <p>Soarian's 'Orders Approaching Expiration Worklist' enables a physician to renew and access the recurring orders that are approaching expiration for their patients. This worklist is populated when their</p>

	Requirements: Does your Solution...	A	B
			recurring orders are scheduled to expire within the date range defined in the Current Orders preferences.
167	Create report on drug discontinue notices and stopped orders on the MAR?	Y	The system report writer can generate a report with this information.
168	Provide ability to enter each ingredient and quantity of a compound and a section for notes for directions of making (Compound Log)?	Y	Compounding worksheets could be created using the Pharmacy system report writer. (not a model report)
	Intravenous (IV) Order Processing		
169	Provide an IV admixture pathway?	Y	<p>Siemens Pharmacy provides many benefits for the pharmacy's IV admixture service. Efficient work scheduling, automatic label production, and safer, more accurate preparation are just some of the benefits provided to the busy IV room. Siemens Pharmacy supports virtually all methods of IV administration, including large volume parenterals, parenteral nutrition solutions, piggybacks, and push medications. In addition, orders for sterile irrigations and enteral nutrition solutions can be entered and scheduled for manufacturing and label generation.</p> <p>The IV Manufacturing List and label processing includes all IV orders for inpatients, as well as outpatients and ER patients assigned to beds. In addition, the IV system provides traditional supply-re-supply processing for IV orders that will be dispensed and administered outside of the institution, e.g., Home Health Care IV therapy.</p>
170	Allow scheduling of multiple ingredients standing IV orders?	Y	Multiple ingredient standing IV's can be scheduled by the system.
171	Allow on-line changes to IV orders without having to rekey all order information?	Y	Online changes can be made to med and IV orders without having to re-key all order information.
172	Maintain audit trail of persons making changes to IV orders?	Y	Siemens Pharmacy captures user initials and date and time stamp associated with any data view or order activity.
173	Support order processing of IV bottles, IV bags, mini - bottles, mini-bags, syringes & solution orders?	Y	Siemens Pharmacy supports virtually all methods of IV administration, including large volume parenterals, parenteral nutrition solutions, piggybacks, and push medications. In addition, orders for sterile irrigations

	Requirements: Does your Solution...	A	B
			and enteral nutrition solutions can be entered and scheduled for manufacturing and label generation.
174	Accommodate multiple (up to 10) ingredients in IV order?	Y	The Siemens Pharmacy system can store up to 10 ingredients for large volume parenterals, up to 15 ingredients for TPN's and up to 3 ingredients for piggybacks.
175	Provide multi-factor IV Agent lookup?	See comment	Additional clarification required.
176	Support easy access to IV drug information while ordering (e.g., not having to navigate through multiple screens)?	Y	In addition to accessing NDDF drug monograph information from the order pathways, any third-party database such as American Druggist Bluebook, Drug Product Information File, or other database that may contain pediatric monograph information can be loaded on the server, or locally on the Pharmacy PC. A navigator function can then be created allowing the user to access the database from the Siemens Pharmacy application.
177	Provide the capability to access Client Information, prior to IV order processing, particularly IV history?	Y	IV history and patient information is always accessible.
178	Provide user customizable IV labels?	Y	Labels can be customized at the time of installation.
179	Allow entry of multiple component piggyback items?	Y	Up to 3 ingredients for piggybacks can be entered.
180	Provide IV compatibility checking. Check each ingredient in IV Bag?	Y	Siemens Pharmacy supports IV Incompatibility checking. System supports the following clinical interaction codes with override capabilities: <ul style="list-style-type: none"> • Drug/IV-drug/IV • Drug/IV-lab • Drug/IV-food • IV Compatibilities
181	Check for drug interactions with other medications the patient has ordered when entering IV?	Y	See the response to requirement #180 above.
182	Support creation of IV production worksheets for preparation and administration of IV's?	Y	Siemens Pharmacy supports IV fill lists including chemotherapy, SVP, LVP, syringes & sorted by nursing unit, program, drug specific as well as TPN worksheets. Siemens Pharmacy can

	Requirements: Does your Solution...	A	B
			produce a manufacturing list.
183	Create IV summary update worksheets showing new orders for a user defined time period?	Y	Supported with the pharmacy report writer.
184	Support functionality for IV MARs listed by room number, bed, and unit?	Y	Supported with the pharmacy report writer.
	Outpatient / Inpatient Dispensing		
185	Provide the capability to create and maintain detailed client prescription data?	Y	An outpatient medication profile maintains detailed client prescription data.
186	Provide that the Pharmacy Module is SureScript / RxHub (as applicable) certified?	Y	Soarian Clinicals (not the Pharmacy system) is certified with Surescripts®, the nation's E- Prescription Network.
187	Retrieve client instructions, prescriber names and drug names with user defined mnemonic codes?	Y	Retrieval by mnemonic codes is supported.
188	Edit patient instructions without re-keying entire order?	Y	The pharmacist can enter patient instructions when dispensing without rekeying entire order.
189	Add new prescribers to prescriber master file without backing out of prescription filling function?	Y	Pharmacy Drug Master (PDM) maintenance can be invoked from the navigator without losing information or having to back out of the prescription filling function.
190	Limit refills of controlled substances?	Y	Refills can be limited.
191	Retrieve prescription information using prescription number?	Y	Prescription information can be retrieved using prescription number.
192	Enter generic or alternate drug name when filling and refilling prescriptions?	Y	Either name is acceptable.
193	Document generic substitution?	Y	Yes, through user fields.
194	Add drugs to formulary or drug master file without backing out of the prescription-filling screen?	Y	Pharmacy Drug Master (PDM) maintenance can be invoked from the navigator without losing information or having to back out of the prescription filling function. Any authorized user can add approved drugs to the formulary through drug master file maintenance. At a minimum, the user must enter the name of the drug, a description and the NDC number.
195	Delete a prescription or refill?	Y	Siemens Pharmacy provides the ability to delete a prescription fill or refill or to increase the number of refills.
196	Increase number of refills?	Y	Siemens Pharmacy provides the ability to delete a prescription fill or refill or to increase the number of refills.

	Requirements: Does your Solution...	A	B
197	Perform price check?	Y	A price check can be performed prior to filling the prescription.
198	Allow for override of standard prices?	Y	Standard price can be overridden.
199	Add discontinue date?	Y	A discontinue date can be added.
200	Alert when "no refills"?	Y	Siemens Pharmacy supports the ability to alert for "no refills" restriction when performing refills.
201	Display refill information on same screen as original prescription?	Y	They appear on the same screen.
202	Perform ad hoc reporting of prescription information, drug utilization, third party claims and receivables, drug ranking by use & cost, and price?	Y	Supported with the Pharmacy System report writer.
203	Create detailed prescription register report by third party plan; new prescriptions, refills?	Y	Supported with the Pharmacy System report writer.
204	Support medication reconciliation procedures / practices across settings, services, providers or levels of care?	Y	Soarian supports medication reconciliation for admission, transfer and discharge.
205	Detect drug-drug interactions for drugs that may or may not be included in outpatient profile, (medications not dispensed by pharmacy)?	Y	With Soarian ePrescribing.
Pharmacy Data Analysis and Reports			
206	Produce prescription activity reports for multiple drugs; multiple prescriptions by time of day, date, week; and number of prescriptions per Pharmacy staff member?	Y	Supported with the Pharmacy System report writer.
207	Produce report by time interval, dollar value and number of prescriptions?	Y	Supported with the Pharmacy System report writer.
208	Produce prescriptions voided and deleted report?	Y	Supported with the Pharmacy System report writer.
209	Produce client transfer report?	Y	Soarian provides transfer of care medication reconciliation and can generate a CCD if the patient is transferred to another facility.
210	Produce prescription transfer report?	Y	Generated by Siemens Pharmacy system.
211	Produce refill report, including functionality to detect medication under-use and/or overuse for patients, and ability to flag early refills?	Y	The Siemens Pharmacy outpatient prescription processing provides refill audit trail reports and theoretical-quantity-on-hand calculation of the drug supply a patient have remaining, alerting the pharmacist to abuse or compliance problems. Siemens Pharmacy tracks numbers of refills and

	Requirements: Does your Solution...	A	B
			flag any early refills.
212	Produce Administrative Reports: number of outpatients and or inpatients for user-defined dates, time intervals, locations, number of new prescriptions, number of refills?	Y	Supported with the Pharmacy System report writer.
213	Produce Third Party Analyses reports, such as variance report between usual charge and third party allowed charge, and paid/unpaid status?	Y	Soarian Financials calculates the contractual allowance based on the terms of the provider's contract with the payer and then it tracks the payment status for that payer.
214	Provide system alerts or flags for medication/prescription orders when price changes occur?	N	
215	Provide functionality to generate any/all reports as mandated by state and/or federal regulation?	Y	Supported with the Pharmacy System report writer.
Clinical Information / Resources			
216	<p>Automatically verify and check for: (current and or new orders)</p> <p>New medication orders for conflicts with all medication orders (IVs, medications)</p> <p>Conflicts with client's allergies, hypersensitivities and drug intolerance.</p> <p>New IV admixture orders for conflicts with previous IVs and medication orders</p> <p>New IV admixture orders for conflicts with patient's allergies, hypersensitivities and drug intolerance.</p>	Y	<p>Automated clinical checks include: allergies, generic and therapeutic duplicates, drug-lab results conflicts, drug interactions, min/max dosage, cumulative dose checking, pediatric contraindications, geriatric contraindications, and drug-drug-fluid incompatibilities. Siemens Pharmacy also allows clinical checking to occur for medications that are contraindicated for certain disease states (acute and/or chronic). If the user enters an allergy while the patient is in the hospital, the Pharmacy System performs retrospective checking of the new allergy against all of the medications the patient is currently taking.</p> <p>IV Incompatibility checking supports the following clinical interaction codes with override capabilities:</p> <ul style="list-style-type: none"> • Drug/IV-drug/IV • Drug/IV-lab • Drug/IV-food • IV Compatibilities
217	Display all medication interactions for an individual patient?	Y	Soarian supports the documentation of coded allergies and free-text allergy processing with the display of associated

	Requirements: Does your Solution...	A	B
			reactions and severities. Soarian collects allergy information for every patient. Allergy information is stored at the patient record level and Soarian supports the display of active and historical allergy information across encounters.
218	Flag all allergy, drug, and duplicate therapy conflicts in order processing screens?	Y	Users are visually warned of all clinical conflicts as orders are placed in the system. Clinical warnings display together as a single set of messages and can contain links to relevant references.
219	Provide functionality, support and an audit trail, for on-line acknowledgement of clinical conflicts (with authorized access) identifying overrides?	Y	A pharmacist or physician can override drug interaction prompts. The system prompts the user to override this interaction and the user can indicate yes or no, and also can enter an intervention for overriding the interaction. In addition, the interaction override is recorded on the audit trail.
220	Provide ability to maintain a drug interaction database or use external interface (such as Micromedex) to perform drug-drug interaction screening?	Y	The National Drug Data File (NDDF) from First DataBank is the source of information for the drug master file as well as for clinical checks. Data included in the NDDF is extensive, covering basic packaging information as well as complete clinical data. Clinical data includes: patient education counseling monographs, drug-drug interactions, drug-food interactions, drug-lab interferences, IV incompatibility checking, side effects, label warnings, precautions for lactation, pregnancy, geriatrics, and pediatrics.
221	Provide the capability to create and maintain a list of allergy/intolerance-causing drugs/agents for tracking, reporting and export capability to external systems?	Y	Supported with the Siemens Pharmacy report writer.
222	Support multi-factor retrieval of allergy / intolerance causing drugs by drug, date of occurrence, client, and/or reaction?	Y	Supported with the Siemens Pharmacy report writer.
223	Provide the capability to automatically calculate ideal body weight, dosing weight, adjusted body weight?	Y/N	Pharmacy calculates ideal body weight and can base dosages on actual body weight. The system does not support dosing weight.
224	Provide access to electronic references?	Y	Any third-party database such as Micromedex, American Druggist Bluebook, or Drug Product Information File can be loaded on the server, or

	Requirements: Does your Solution...	A	B
			locally on the PC. A navigator function can then be created allowing the user to access the database from the Siemens Pharmacy application.
225	Provide pharmacokinetics software package or provide functionality to interface with such package(s)?	Y	The Siemens Rules Engine provides the user with kinetic dosing using demographic information--such as height, weight, age, and lab information, pulled from either a Siemens clinical repository or from the Siemens Pharmacy system.
226	Provide or support direct interface with clozapine online reporting systems, (Ivax/Teva clozapine registries)?	N	
227	Provide capability to access or import Lab values via the EHR System?	Y	Siemens Pharmacy supports a model results interface that allows real-time results to flow from a Lab system to Siemens Pharmacy. This includes NOVIUS Lab as well as non-Siemens Lab systems.
228	Support/provide electronic documentation of pharmacist interventions?	Y	The Clinical Interventions function provides the pharmacist with a tool to track patient care problems, document clinical interventions, and schedule clinical evaluations and follow up reminders.
229	Support interoperability with Event Reporting Software for medication errors, ADR's, ADE's and medication variances?	Y	Requires custom quote and specs.
230	Display clinical warnings together as a single set of messages with links to relevant references?	Y	Users are visually warned of all clinical conflicts as orders are placed in the system. Clinical warnings display together as a single set of messages and can contain links to relevant references.
231	Support downloading, interfacing and drug file updating for specific formulary definitions, if available, from numerous Pharmacy Third Party Drug Plans, e.g., Aetna, Humana, etc.?	N	
232	Support periodic (at least quarterly) electronic update of clinical database?	Y	The NDDF provides monthly updates.
233	Provide access to on line, up to date drug information and drug monographs for distribution to prescribers and patients?	Y	Provided by First DataBank NDDF.
	Labeling Inpatient Labeling		
234	Print inpatient medication/IV labels automatically once order processing is	Y	As part of the order entry process, both a dispensing and a medication administration label will automatically

	Requirements: Does your Solution...	A	B
	completed, and also on demand?		print after the order is validated. They can also be printed on demand.
235	Provide an option to print inpatient labels in batches?	Y	There are several options within the system to set up batch labels, including grouping and routing options.
236	Print a set of standard data elements on the inpatient medication label?	Y	During implementation, Siemens will work with your facility to help define and program labels to your specifications.
237	Print a set of standard data elements on the IV label?	Y	During implementation, Siemens will work with your facility to help define and program labels to your specifications.
238	Allow customized update to label content and format without custom programming?	Y	The Siemens Pharmacy system provides the user with four (4) model dispensing label formats from which to select. The user may make modifications during the initial install. These modifications require Siemens programming assistance, provided during the implementation of the system.
239	Allow incorporation of Bar Code for use in medication administration tracking?	Y	Siemens Pharmacy can print bar codes on both the MAR and labels.
	Outpatient Labeling (Discharges)	Y	<p>The system supports outpatient / discharge labeling. Defined during the install process, Siemens Pharmacy supports the ability to print the following items on the pharmacy copy of the prescription label:</p> <ul style="list-style-type: none"> • user defined patient category code on pharmacy copy of prescription label. • patient name • date filled or refilled • prescription number • prescriber name • patient instructions • drug generic name • drug trade name • drug manufacturer • drug dosage form and strength • drug quantity • pharmacist and technician initials • remaining refills • drug NDC number • third party coverage code

	Requirements: Does your Solution...	A	B
240	Print State & federal required data elements on outpatient prescription labels?	Y	During implementation, Siemens will work with your facility to help define and program labels to your specifications.
241	Allow customized update to label content and format without custom programming?	Y	During implementation, Siemens will work with your facility to help define and program labels to your specifications.
242	Print State & federal required data elements on the pharmacy copy of the outpatient prescription label?	Y	During implementation, Siemens will work with your facility to help define and program labels to your specifications.
243	Provide the ability to print mailing labels?	Y	A packaging label function is available that allows defining and storing labels for future use. These labels are blank templates which the user can format with text according to their design. These labels can be used mailing labels.
244	Print a set of standard data elements on "sales" receipt or "batch" invoices?	Y	During implementation, Siemens will work with your facility to help define and program labels to your specifications.
	Labels/Printing, General		
245	Provide user customizable medication labels?	Y	During implementation, Siemens will work with your facility to help define and program labels to your specifications.
246	Support the storage and retrieval of extemporaneous labels?	Y	Extemporaneous labels can be created using the package label function. Packaging labels are free-text labels that can be used to repackage medications purchased in bulk or multiple units into smaller quantities. You can create a temporary packaging label (referred to as a "free-format" packaging label), or you can create and save a label for future use.
247	Generate packaging labels both for initial supply and or cart fill list during the order entry process?	Y	As part of the order entry process, both a dispensing and a medication administration label will automatically print after the order is validated. They can also be printed on demand. Siemens Pharmacy also provides cart fill labels. A function allows the user to specify the number of labels to print at the time the cart fill list is requested.
248	Provide functionality or interface to print a unique bar code identifier on each individual prescription label?	Y	The Pharmacy system supports printing of barcode identifiers on Rx labels.

	Requirements: Does your Solution...	A	B
249	Allow interfacing between this label, a bar code reader and the computer system to track a prescription at any step in the dispensing/return/credit/destroy process?	N	
250	Provide assurance that prescription label meets all requirements of state and Federal law?	Y	During implementation, Siemens will work with your facility to help define and program labels to your specifications and meet requirements of state and Federal law.
251	Provide for auxiliary messages to be tied to a drug and print on the label (e.g., Refrigerate, Protect from light)?	Y	Sig Aux messages provide printed directions that pertain to the handling or administration of a particular medication. Examples of Sig Aux messages are 'protect from light', 'shake well', and 'for external use only'. Sig Aux messages print on dispensing labels, MAR's, and the Cart Fill List and display on the Drug Information screen for viewing during order entry.
252	Allow assignment of default printers by task with functionality to route to other printers as needed?	Y	Routing options are set up during the implementation of the system.
253	Support prescription labeling for persons with vision loss (American Foundation for the Blind, ACSAP)?	Y	The system can accommodate labels and MAR of different size, different fonts, different characters per inch, and different lines per inch.
	Pharmacy Billing & Reimbursement Mngt. Inpatient Billing		
254	Support third party file format under latest NCPDP (National Council for Prescription Drug Programs) standards?	Y	We support both NCPDP v5.1 and NCPDP D.0 for pharmacy claims on a payer by payer basis.
255	Support use of an intermediary "switch company" used to screen and optimize pricing and minimize data configuration errors?	N	
256	Use real time logic to appropriately ascribe billing to correct paytype, using current active paytype, based on beginning and ending dates, to direct the transaction to appropriate active payor?	Y	Soarian Financials enables you to establish payer health plans with effective dates, and map the appropriate reimbursement parameters in master files to support claims.
257	Provide ability for electronically and automatically updating prices for billing purposes?	Y	Siemens Pharmacy supports automatic price updates from NDDF and with an interface to wholesalers. Please refer to the response to Requirement #9 above for additional detail.
258	Automatically check drugs with third party coverage (at point of order entry) to flag non-	Y	ePrescribing eScripting provides a Payer Formulary Check. In discharge

	Requirements: Does your Solution...	A	B
	covered or restricted drugs?		<p>medication reconciliation, if a patient has a valid prescription plan and a current home or inpatient medication is continued to the discharge list or a new medication is added directly from the discharge list, a formulary lookup is performed against the patient's specific prescription plan.</p> <p>Formulary information, including formulary status, preferred level, copay and coverage data, as well as a list of formulary alternates display for the prescriber to make an informed and cost-effective decision about the patient's drug therapy.</p> <p>Eligibility. Selecting home medication collection, admission or discharge reconciliation initiates a request to obtain the patient's prescription benefit eligibility. If multiple plans are found or demographic discrepancies are detected, users are asked to take action to identify a primary plan and/or accept/reject plans based on a demographic discrepancy. An eligibility check is performed again if data are older than 24 hours. Detail information is available via the Prescription Plan link in the various Medication Reconciliation entry points.</p>
259	Automatically check for expiration date of third party coverage, and bills to appropriate payment source based on effective and end dates?	Y	Selecting home medication collection, admission or discharge reconciliation initiates a request to obtain the patient's prescription benefit eligibility.
260	Provide ability to change or add to client coverage without leaving prescription-filling screen?	Y	The Edit Prescription Plan function provides a mechanism for entering and revising patient prescription plan information. This information will be used when submitting claims for prescription medications.
261	Provide functionality to post charge to file for billing when not adjudicated?	Y	The system supports the ability to post charge to file for billing when not adjudicated
262	Provide functionality to change payment type from cash to third party?	Y	Yes, in Soarian Financials you can allocate an insurance plan from self pay.
263	Provide functionality to display and change co-payment?	Y	Siemens Pharmacy supports the ability to display and change co-payment on line.

	Requirements: Does your Solution...	A	B
264	Provide functionality to print third party billing forms?	Y	With a third party thermal printing solution and Siemens Pharmacy retail data label it is possible that we have enough information to create these but further analysis is needed.
265	Support centralized / user maintenance of pharmacy pricing and charge master file?	Y	Supported by Siemens Pharmacy.
266	Support multiple pricing for items in charge master (e.g., ACQ, AWP, AMP)?	Y	<p>AWP is no longer supported. First DataBank announced the discontinuation of the Blue Book Average Wholesale Prices as of 09/28/2011.</p> <p>Siemens Pharmacy supports the following pricing modules from FDB:</p> <ul style="list-style-type: none"> • DIR – Direct Price • SWP - Suggested Wholesale Price • WHN - Wholesale Acquisition Cost (WAC) <p>Please see response to requirement #9 above for more information.</p>
267	Enable override of prices in order entry process for users with appropriate authority?	Y	Siemens Pharmacy allows for the override of standard price in order entry process for special circumstances.
268	Provide option to automatically charge and submit claim at time of order entry?	Y	Siemens Pharmacy provides an option to automatically charge patients at time of order entry. All charges and credits are passed at day end in a batch mode to Soarian Financials for processing.
269	Provide option to automatically charge and submit claim at time of drug administration?	Y	<p>Med Administration Check can operate on a charge on chart environment depending on how your facility sets up their procedures for charting.</p> <p>When the nurse charts the medication, the charge information is passed to Siemens Pharmacy, which keeps a detailed online record of charges as they are processed, and then sends the charges to the financial system at day end.</p>
270	Provide option to automatically charge and submit claim after administration is recorded?	Y	Please refer to the response to Requirement #269 above.
271	Enable credit adjustments to patient accounts for unused drugs?	Y	Using the Siemens Pharmacy Charge/Credit function.

	Requirements: Does your Solution...	A	B
272	Enable itemized billing for Compounds and IVs, e.g., bill for each item versus total charge?	N	
273	Provide ability to transmit charges and credits to external systems via electronic interface?	Y	All charges and credits are passed at day end in a batch mode to Soarian Financials for processing.
274	Support on line medication billing via point of sale technology to third party payors?	Y	Yes, Siemens Pharmacy will support direct online billing to third party payers in the outpatient setting. Siemens Pharmacy can support real-time bi-directional third party claims adjudication via a direct-line connection to Electronic Data Interchange (EDI) gateway service providers.
275	Support capability to bill by drug to secondary carrier and/or cash?	Y	Supported by Soarian Financials, which supports secondary payer billing.
276	Support functionality for combining medicine orders (same drug) to one transaction/claim/billing period for billing purposes?	Y	Supported by Siemens Pharmacy.
277	Support functionality for on line electronic medication billing via retrospective batch processes?	Y	All charges and credits are passed at day end in a batch mode to Soarian Financials for processing.
278	Provide functionality to: Create daily charges and credits report Run billing discrepancy report Compare doses charged versus stock usage by location RX	Y/N	Daily and Departmental Activity Journals list patients and all items charged and credited each day. Billing discrepancy reports comparing doses charged vs. stock usage by location is not supported. We recommend using charge on administration versus charge on dispense to prevent discrepancies.
279	Support functionality to prioritize/identify which products to bill each paytype(s) and incorporate the hierarchy of billing decisions?	Y	In Soarian Financial, you can establish charges/services that should be billed for specific payers using service maps.
Third Party Pharmacy Billing, General			
280	Provide capability to view a patient's complete account history regardless of claim status?	Y	Soarian Financials' financial overview and account inquiry pages enable users to manage accounts receivable for both payers and guarantors, to manage automated collection policies, and to perform other A/R follow-up functions. Users can perform follow-up activities by using either the model A/R worklists delivered with

	Requirements: Does your Solution...	A	B
			Soarian, custom worklists or by directly using the Soarian patient and account locators and follow up user interfaces (UIs). A complete account history is maintained online through a easy to navigate UI.
281	Provide functionality to bill multiple insurance providers (primary, secondary & tertiary), via electronic adjudication, i.e., transmit insurance claims and perform claims processing via the Internet using SSL or other appropriate encryption?	Y	<p>Soarian Financials' integrated claims strategy provides for claims editing and transport to payers. Claims for all payers that have been allocated to a patient's encounter can be sent to SSI or to any clearinghouse of your choice.</p> <p>Electronic claims that are sent to a clearing house are encrypted.</p>
282	Provide capability to perform electronic Third Party Reconciliations?	Y	<p>Yes. Soarian Financials produces an array of claim audit and reconciliation reports based on payer requirements. In addition, Soarian generates exception reports to monitor payer payment variances. For example, the Payment or Contractual Allowance Variance Report provides a list of insurance receivables where payments or contractual allowances are not equal to (more or less than) the expected reimbursement or contractual allowance amount within a specific timeframe. The report provides payer, health plan, contract, participating providers, encounter, payment, contractual allowance and variance information. The report offers a parameter that allows you to display either payment variances or contractual allowance variances depending on the parameter setting.</p>
283	Manage payments via automatic posting to patient accounts and line item entry?	Y	<p>Soarian provides an open-item revenue cycle system in which payments received from insurance companies and patients are applied to individual receivable items. For example, Soarian will support the posting of a single adjustment or single payment for one and only one expected payment item. The individual receivables are tracked to determine which were paid and which were not. Therefore, it is easier to see how much is owed by the patient.</p> <p>In addition, Soarian Financials supports both manual (heads down) and</p>

	Requirements: Does your Solution...	A	B
			electronic (835) remittance posting and denial identifications at both the claim and claim line level. Soarian uses unique claim ids to match the remittance to the claim and associated receivables. A claim line matching algorithm facilitates accurate claim line matching even when data is modified by the payer.
	Statements		
284	View unpaid claims by provider, patient, date etc.?	Y	Soarian Financials operational reporting and worklisting enable you to track unpaid receivables on an exception basis and can filter by provider, patient, date, etc.
285	Create EDI claim remittance notices based on carrier?	Y	As part of the claim audit and reconciliation process, Soarian Financials generates a Remittance Response Single EOB Report.
286	Produce summaries of receivables?	Y	Soarian Financials generates operational reports and AR reporting cubes that can show detail and summary level information.
	Customization		
287	Provide customization/configuration capabilities in order to: Create and edit an unlimited number of fee schedules Provide functionality to bill via Common Electronic Data Interchange for pharmacist-provided medication therapy management (MTM) services	N	
	Reports		
288	Support a report-writer with read, write, print or export functionality?	Y	Siemens Pharmacy uses Crystal Report Writer.
289	Print reports at any time to a printer in the pharmacy or on the nursing unit?	Y	Your organization has complete access to the Siemens Pharmacy reporting and routing system. This allows the user to define which reports are generated as well as where they get routed.
290	Support functionality to customize and sort information based on a variety of data options?	Y	The sorting, grouping, and selection options for user reports are user defined.
291	Support functionality for SQL reports to include additional filtering criteria for more specific screenings?	Y	Siemens Pharmacy reporting functionality supports multiple filtering criteria.

	Requirements: Does your Solution...	A	B
292	Preview reports on screen before printing?	Y	There are two modes to preview a report: zoom-in and zoom-out. Zoom-in enables you to look at specific areas of the page. Zoom-out enables you to look at a whole page formatted, in a non-readable form.
293	Export any report into several different file formats, e.g., MS Excel or Access formats?	Y	Pharmacy data is available in the User Data Access (UDA) tables and can be exported to an ASCII or XLS format. In addition, any ODBC compliant software can read the UDA tables for further analysis.
294	Ability to extract pertinent fields from a report and import the extract to a separate Excel or similar database/report?	Y	Supported with the Siemens Pharmacy reporting feature/function.
295	Generate patient ledgers by individual or multiple patients to review charges and payments?	Y	Standard operational reports in Soarian Financials will show charges, payments, and adjustments that have been posted to patient encounters.
296	Create EDI claim remittance notices based on carrier?	Y	Soarian Financials generates an array of reports as a result of electronic remittance processing including a Remittance Response Single EOB Report.
297	Produce the following commonly used reports: Accounts receivable summaries and reports by payer Aging reports on past due accounts Year-to-date comparison reports Demographics on patients / customers Billed/allowed reports which detail billed versus expected claim amounts Confirmations and rejections from third party payers	Y	All referenced reports and summaries are available through Soarian Financials operational reports and analytical cubes.
298	Produce the following pharmacy inventory reports: All products on-hand for quantities greater than zero Products that have reached or exceeded minimum reorder levels Inventory break downs (by drug class, type, cost, etc.) Detailed breakdown of all inventory, (line item detail) List all products received into inventory	Y	Please refer to the response to Requirement 60 above for a listing of Inventory reports delivered with the system.

	Requirements: Does your Solution...	A	B
	Inventory utilization reports		
299	<p>Provide the functionality to generate reports on all aspects of Prescription Activity, including:</p> <p>Drug, Patient, Prescriber</p> <p>Prescription Processing including transaction history</p> <p>Third Party Billing and Reconciliation – Accounts Receivable</p> <p>Customized report Functionality – Export and Import report Functionality</p> <p>Compliance Reports</p> <p>General Reports – including Usage, TOP 100 Drugs,</p> <p>Controlled Substance,</p> <p>Inventory Control</p>	Y	<p>Supported with Siemens Pharmacy report writer and Soarian Financials.</p> <p>Soarian Financials customers can specify by payer/health plan and insurance claim formats which data elements must be present to create a valid claim and in some cases data content options using a claim information configuration workflow. Soarian edits support the CCI, the Medicare compliance program established to detect inappropriate coding (i.e., unbundling) on claims and it supports the requirements of the OCE. The system uses an integrated claims strategy that embeds 200,000 SSI claims edits and provides electronic transport to payers. Soarian edits support the worklisting of encounters based upon specific payer edits for clean claims. Operational reports and claims status reports assist with claims reconciliation.</p>
300	Provide a Drug master file report by brand name, generic name and NDC?	Y	Supported with the Siemens Pharmacy report writer.
301	Provide a Controlled drugs dispensed report?	Y	Siemens Pharmacy has model controlled substance reports for inpatients and outpatients. This is a dispensing report of all controlled substances (CII-CV) that is sorted by nurse station (for inpatients) and then by patient. The last page of the report is a totals page that has no patient specific information so this could be cut and pasted into a file and e-mailed to the state.
302	Support Pharmacy Meaningful Use requirements such as: medication history, allergy checking, etc.	Y	<p>Soarian[®] EHR 2010 consisting of:</p> <ul style="list-style-type: none"> • Soarian Clinicals V3.2 (including Clinical Access, Common Clinicals, Clinical Team, Physician Team, and Embedded Analytics) • Siemens Pharmacy/Med Administration Check V24.2 SP2 • OPENLink™ v 23.8 • Soarian Enterprise Document Management (EDM) V24.09 SP2

	Requirements: Does your Solution...	A	B
			<p>or Advanced Interoperability Service (AIS)</p> <ul style="list-style-type: none"> • Soarian Quality Measures (SQM) VA 56A or Soarian Quality Reporting Service <p>was granted ONC-ATCB 2011/2012 Certification.</p> <p>This Complete EHR is 2011/2012 compliant and has been certified by the Certification Commission for Health Information Technology (CCHIT®), an ONC-ATCB, in accordance with the applicable certification criteria for Eligible Hospitals adopted by the Secretary of Health and Human Services.</p>
303	Provide Drug allergy reports and discharge medication summary reports?	Y	Supported with Siemens Pharmacy model reports and report writer capabilities.
304	Provide Order entry alert "bypass" report?	Y	This information is captured for orders is available with reporting.
305	Provide a report identifying users that bypass alerts (e.g., allergies / ADR's, drug interactions, etc.)?	Y	This information is captured for orders is available with reporting.
306	Produce a pharmacy daily activity journal by patient. (Daily Audit Log)?	Y	A daily activity journal by patient can be supported with the Pharmacy report writer. In addition, the Pharmacy Activity Journal is a daily report detailing drug dispensing for the previous day, including quantity, cost, and revenue. This report includes 2 sorts: first by drug, listing each patient that received that drug, quantity, cost, and revenue; then by patient, listing every drug dispensed, quantity, cost, and revenue. The report includes the cost and revenue grand total for all drug dispensing activity
307	Provide functionality to generate and print an "active orders profile" by physician and by patient for review/ renewal?	Y	Supported with the Siemens Pharmacy report writer.
	Medication Administration Record (MAR)		
308	Support "configurable and/or customized" reporting of the Medication Administration Record (MAR) to include (but not be limited to) functionality to sort by drug class, patient, location, physician, or other pertinent field?	Y	Supported by Siemens Pharmacy and Med Administration Check.
309	Support functionality to establish user read,	Y	Set up with security permissions.

	Requirements: Does your Solution...	A	B
	write and print administration levels and privileges for the MAR?		
310	Support functionality to provide a single day / multi day MAR (from 1 to 31 days)?	Y	MAR can be a 1-7 day format, or optionally cover a 31-day format.
311	Support functionality to separate MARs (profiles) by type of order?	Y	Client configuration of the eMAR can be done so that certain medications, e.g., respiratory, are grouped separately from other routine medications. Users will perform drug master set up to enable the respiratory meds to display together. Additionally, Med Administration Check provides the ability for continuous IVs to be displayed in blue, bold font on the Active Worklist, so they are visually distinguishable from other IVs and medications. PRN medications display on the bottom of the active worklist.
312	Support functionality to display or print an optional 3rd drug name field on the MAR?	Y	Custom configuration.
313	Support functionality to use one form and add a header title for the "PRN" record, for the "Routine" record, etc.?	Y	Custom configuration.
314	Support functionality to allow multiple orders of drugs to be "linked" (to ensure orders are paired and displayed or printed sequentially on MAR)?	Y	Linked orders are supported through the Complex Med function. Orders placed in this manner are entered and processed as a single order and will appear together on the MAR. Discontinuing one of these orders discontinues the entire complex med.
315	Support functionality for user defined information to be displayed or printed in the "timing" portion of the MAR, such as "Pulse", "B/P", or similar?	Y	Custom configuration.
316	Support functionality to include all necessary patient demographic information such as allergies, hypersensitivities and drug intolerance, Diagnosis, location, special administration instructions, etc., on the printed MAR?	Y	Supported by Siemens Pharmacy report writer.
317	Support functionality for user-defined sequencing of the fields on the MAR, such as by sequencing by frequency or time of administration, or alphabetical?	Y	During implementation, you may customize the MAR sort to meet your requirements. The sort order of the active worklist may also be easily changed by individual users on the fly.
318	Display or print both generic and brand names of the medication on the nurse's active work list and MAR?	Y	Both generic and brand names display on the nurses' eMAR.

	Requirements: Does your Solution...	A	B
	Cart Fill Listings		
319	Generate and print or display a customized cart fill list by unit or patient daily, weekly, monthly, or user-defined custom basis?	Y	Cart fill lists are generated on demand for those doses required for the hospital defined cart exchange period. You can request a multi-day period to allow for weekends or holidays. You can also produce updates to the cart fill lists upon demand. These updates include any changes, such as new or discontinued orders or patient transfers that may have occurred since you produced the original cart fill lists or last update. Siemens Pharmacy can also produce a Cart Fill List Reprint Report, which provides a current, cumulative list of patient medications. You can request cart fill lists for a single nurse station, a group of nurse stations, or the entire hospital. Patient sequence on the cart fill is based on hospital-determined walking bed sequence or alphabetically by patient.
320	Allow user to update/modification of cart fill list to reflect product actually required for/supplied to cart fill. Update may be performed "real time" on screen or retrospectively if cart fill is performed from a paper copy?	Y	We note the adjustments on the paper cart fill list, then later enter adjustments in the system (credits for scheduled meds, charges for PRN meds).
321	Allow production of a comparable report for the "cart check" function?	Y	Siemens Pharmacy can run update reports.
322	Print or display online a supplement for modification to the cart fill list. This "catch up" list can be based on user needs, i.e. daily/weekly/other and will include changes based on new or discontinued orders, discharges, transfers?	Y	Please refer to the response to requirement 319 for additional information.
323	Generate a "catch up" list for variations in supply required due to patient transfer between units with varying fill cycles?	Y	Please refer to the response to requirement 319 for additional information.
324	List Routine orders separate from PRN orders on the cart fill list?	Y	The Cart Fill List is divided into scheduled, PRN and take home orders. Medication orders are sorted alphabetically by primary name within each section. Traditional, floor stock and recently discontinued orders may optionally be printed on the Cart Fill List.
325	List PRN orders with zero quantity on the cart fill list, and allow the user to indicate the	Y	Custom configuration.

	Requirements: Does your Solution...	A	B
	quantity supplied on the cart fill list?		
326	Provide ability to produce a customizable cart fill report?	Y	The cart fill list is typically not customizable although there are customers who have used various forms of report writing to change the cart fill list. The majority of our customers find that the cart fill list works efficiently in its model form.
327	Print or display a pick list for unit dose cart fills (for each nursing unit's cart; the system prints or displays a list of which medications will be needed, and how many doses of each.)?	Y	The cart fill list provides a pick list of all the medications required for a patient; this is a model report.
328	Generate configurable pick lists based on user-defined schedules to accommodate variables such as facility-specific practices, holidays, alternate schedules, etc.?	Y	Cart times can be modified to meet varied schedules.
329	Allow users to define and configure the sequence of the pick list (e.g. by room, alpha by patient, or other)?	Y	Can be done when building the room bed sequence during implementation, but not allowed to change on the fly
330	Allow modifications to "fill quantity" subsequent to completion of cart fill to allow for processing of returns for discontinued meds or discharged patients?	Y	Please refer to the response to requirement 319 for additional information.
	Miscellaneous Pharmacy Requirements		
331	Support processing and dispensing of outpatient and/or discharge prescriptions to meet all Virginia regulations and 3rd party billing requirements?	Y	Siemens Pharmacy continually works with all of its customers to insure compliance with all recognized regulatory agencies.
332	Support active and inactive, inpatient and outpatient complete medication list viewable indefinitely?	Y	The Siemens Pharmacy system archives patient records on the server according to the user defined system parameters (typically, the legal requirement for the state). This archived information can be easily accessed when needed.
333	Provide functionality for differentiating look / sound alike and or High alert Medications (e.g., utilizing tall-man lettering, variable fonts and colors, etc.)?	Y	Siemens Pharmacy and Med Administration Check provide Tall Man lettering. The First DataBank (FDB) Tall Man Plus module provides drug name data using mixed case lettering capitalizing segments of a drug name to distinguish it visually from similarly named drugs. The First DataBank Tall Man Plus module identifies generic and brand names commonly mistaken for one another. The generic or brand name is re-expressed using mixed case lettering, capitalizing segments of a

	Requirements: Does your Solution...	A	B
			drug name to distinguish it visually from similarly named drugs. For example, hydrALAZINE and hydrOXYzine, or VinBLASStine Sulfate and VinCRISStine Sulfate, are available replacements for the all-upper cased versions (i.e. HYDRALAZINE and HYDROXYZINE).
334	Provide ability to reconcile home/outpatient meds with inpatient medications at time of admission, user-defined level of care changes and at discharge (meets medication reconciliation requirements)?	Y	Soarian supports medication reconciliation on admission, transfer and discharge.
335	Provide ability for pharmacy authorized users to access and update patient problem list and core clinical data (i.e. height, weight, and allergies, hypersensitivities and drug intolerance including drill-down)?	Y	The patient problem list is updated in the Soarian Clinical system by authorized users. Siemens Pharmacy provides the ability to enter and store a patient height and weight at the Medical Record Number level as the Pharmacy Height and Pharmacy Weight, keeping this data separate from the Nursing Height and Nursing Weight. Several profile options allow the Pharmacy Height and Weight to be automatically updated when more recent Nursing Height and Weight data is available or the system can be set to prompt the user when more recent data is available from Nursing allowing the pharmacist to manually update the Pharmacy Height and Weight. The Pharmacy Height and Weight values will be utilized throughout (i.e. min/max dose checking) Siemens Pharmacy in place of Nursing Height and Weight; however, Nursing data can still be viewed'
336	Support linkage of pharmacy system with point of care devices for electronic MAR inquiry, charting and clinical data entry?	Y	In addition to traditional workstations the Siemens Pharmacy System supports the use of RF (Radio Frequency) notebooks, providing the pharmacist access and flexibility while being active in the patient care areas or anywhere in the hospital.
337	Support functionality for specific drug orders triggering a recommendation or automatic ordering of laboratory test if applicable per facility policy?	Y	A drug order can trigger a recommendation for the ordering of a lab test.
338	For PRN orders (given as needed), require entry of the condition justifying administration, such as "for pain." Provide that this option can be enabled or disabled at the facility level, per	Y	Siemens Pharmacy supports 'reason for use' for scheduled and PRN medications. A profile setting can make the reason mandatory for PRN orders. This can be enabled

	Requirements: Does your Solution...	A	B
	facility policy?		or disabled at the facility level.
339	Support use of pharmacy alerts to manage formulary and drug therapy (restricted item, item requires P&T approval, No Longer Available, non-formulary, etc.)?	Y	Siemens Pharmacy supports these type of messages.
340	Support the ability to require documentation of reasons for ordering specific medications?	Y	Supported with Soarian order entry and is configurable by your organization.
341	Support functionality to specify role-based security level permission of personnel who verify orders?	Y	Supported with Soarian security administration tools for providers who enter orders. Supported with Siemens Pharmacy security administration tools for pharmacy order verification. Password control enables the pharmacy manager to specify which group of functions various hospital personnel may access. For example, a nurse may be able to view, but not necessarily enter, pharmacy orders, while pharmacy technicians could enter orders to be followed by pharmacist verification.
342	Support the ability to notify pharmacy when a consultation has been ordered?	Y	A notification can be sent to the pharmacist alerting them to a consult.
343	Support the ability to view history and source of prescribers' orders (e.g., RN versus MD)?	Y	Available in the order detail / history for all orders.
344	Support a pharmacy work flow management module?	Y	The Pharmacy Monitor is the pharmacist's command center to prioritize and manage interdisciplinary medication use process tasks.
	Interoperability / Interface		
345	Provide workflow management software? Please describe.	Y	Soarian Workflow Engine Integration enables the pharmacist to view alerts that are generated from the Soarian Workflow Engine by leveraging the integration between Siemens Pharmacy and Soarian. Alerts are pushed to the Siemens Pharmacy system and display on the Pharmacy monitor.
346	Provide the ability to interface with multiple automated, remote dispensing machines and associated software?	Y	Siemens Pharmacy interfaces to all major automated dispensers.
347	Provide a system which is independent of any pharmaceutical vendor, but which has the capability to interface with drug manufacturers	Y	Siemens Pharmacy interfaces with the wholesaler's electronic order entry system and provides electronic updates via an electronic interface with the

	Requirements: Does your Solution...	A	B
	and wholesalers as appropriate?		wholesaler.
348	Provide interfaces between pharmacy module and laboratory information systems?	Y	Siemens Pharmacy supports a model results interface that allows real-time results to flow from a Lab system to Siemens Pharmacy.
349	Provide functionality to support computerized physician order entry (CPOE) of a medication/IV order with order confirmation by a pharmacist?	Y	<p>Med/IV orders entered by a physician in Soarian appear on the Pharmacy Monitor, which is the pharmacist's command center to prioritize and manage interdisciplinary medication use process tasks. These orders also appear on the Siemens Pharmacy profile with a special notation. The First DataBank 'Med Concept' processing allows physicians to select drugs without viewing and specifying package sizes. These orders then appear in Siemens Pharmacy as a "context" order. Pharmacists select appropriate drug package size during the validation process.</p> <p>While validating CPOE med orders, pharmacists view the "Order as Written" by the physician, which includes the details of the order, any clinical conflict warnings presented to the physician, and the physician's reason for override. A pharmacist then completes the order based on the information that is required to activate it for distribution and administration. The processing allows the pharmacist to make changes to the order if needed.</p>
350	Provide functionality to support bar code medication administration system?	Y	Med Administration Check helps clinicians close the loop on the medication use process by validating and documenting medication administration using bar code technology. The solution ensures the "rights" of administration: right patient, right drug, right time, right dose, right route and right documentation.



EXHIBIT B PRICING
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit B and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

Solution Options List; Application Options List; Fees, Service Charges, Licensed Services Charges; and Payment Schedule

	Total Beds Contracted	Perpetual License Fee	Annual ASP/ Support/ Term Fees
	0 -1,000 Beds	\$5,250,000	\$3,150,000
	Price Per Bed Beyond 1,000	\$4,463	\$2,678
Perpetually Licensed Applications			
<u>Siemens Hosted Solutions (ASP)</u>			
Soarian Clinicals			
Soarian Clinical Access			
Soarian Clinical Team			
Soarian Common Clinicals			
Soarian Physician			
Soarian Emergency Department			
Soarian Financials			
Soarian Patient Access			
Soarian Revenue Management			
Soarian Scheduling			
Healthcare Intelligence			
Siemens Pharmacy			
Pharmacy Document Management			
Siemens Medication Admin Checking			
EDM/HIM			
EDM Base (100 Concurrent Users)			
EDM Patient Financial Services			
EDM Completion Management			
EDM Online Medical Records			
EDM 3M Release Mgt (14 users)			
Siemens OpenLink			
Term Licensed Applications			
Groupers			
CMS APC Grouper and Reimbursement			
CMS DRG and Reimbursement			
3M Inpatient Psych DRG Finder			
3M Medicare (CMS) Medical Necessity Dictionary			
Soarian LTC			
Soarian AP Grouper			
MobileMD			
HIE (500 users/providers)			
4DX Patient Access (500 users/providers)			
EMR 5 Connection Bundle			
Subscription and/or Service Fees			
Advanced Interoperability Services			
Exitcare (2,263 beds)			
eScripting (109 of Subscribing Providers)			
Medication History (2,263 beds)			
Transaction Fees			
Soarian EDI			

WAN Fee

Site Type 5M (15 Mbps DS3 port, 10 Mbps PVC w/ MIS backup) \$20k/month

Annual Escrow

Soarian Clinicals	\$1,000
Soarian Financials	1,000
Siemens OPENLink	500
Pharmacy and Med Administration Check	250
Enterprise Document Management and HIM	250
Decision Support	250

PRICE PER HOUR FOR FIXED FEE PROFESSIONAL SERVICES

Category Rate - Professional Sevices/Consultant	Built in Rate Per Hour
Global Consultantant	\$150
Associate Consultant	\$168
Consultant	\$240
Senior Consultant	\$270
Principal Consultant	\$300
Network Programmer/Technology Solution Architech	\$330
Project/Consulting Manager	\$330
Project/Consulting Director	\$354
Executive Sponsor/Physician Executive	\$390

Non-Warranty/Supplemental Application Support
(based on resource provided support) \$190 - \$250/hr.
Out of Warrany Support (if available) \$370/hr.

On-Site Standard Education – Tuition Based \$3,000/day - \$13,000/day (maximum 6 attendees)
Siemens Corporate Based Standard Education \$1,050 - \$3,000 per attendee
Travel and Living Per Exhibit 14D of Master Contract

MobileMD (Above the 500 Providers in Pricing Above)
HIE/4DX Patient Access (250 incremental providers) \$30,000 per month
EMR 5 Connection Bundle \$28,000 one time

Additional MobileMD Services	Implementation Fee	Recurring
Additional Health Information Exchange (HIE) - One Time Fee Estimate to establish new HIE - Need to be scoped to finalize pricing	\$2,250,000	Based on # of participants
Additional Hospital Feeds - need to be scoped to finalize pricing	\$125,000	\$2,000/month
Practice Connection Implementation Projects (Results delivery/Orders delivery) in excess of 5 purchased one at a time	\$10,000 per connection	N/A
Practice Connection Implementation Projects (Results delivery/Orders delivery) in excess of 5 - purchased in bundles of 5	\$42,000 for 5 connections	N/A
Practice Connection Enhancement Project - Due when a practice adds orders after initial Practice Connection Project implementation	\$7,000 per project	N/A
CCD Exchange Project	\$7,000 per project	N/A
Additional Sources (Standalone Imaging Centers, Labs, EKG) etc	\$20,000	\$700/month
Cross-Community "On-Ramp" - designed to connect the MobileMD HIE with other Exchanges (e.g., RHIOs, State Exchanges, other private)	\$17,000/"On Ramp"	\$700/month
Additional Order Forms beyond 3 orders form	\$3,750/order form	
Additional Secure Messaging forms beyond initial 3 workflows	\$3,750/e-Share workflow	

Hardware & Related Software and Services

Hardware Delivery	Market Price
Hardware Maintenance (after the respective Warranty period)	Market Price
Soarian Enterprise Document Management Related Hardware - Servers, Scanner & Rack Equipment	Market Price
Autonomy Teleform (14 Licenses)	\$100,000
Autonomy Teleform Annual Support Fee	\$5,000
Annual Maintenance (After 3 Years)	\$10,000

Soarian Clinicals	
Soarian Clinicals Print Servers and System Rack w/ Console	Market Price
Crystal Software	\$1,200,000
Morovia Fontware	\$2,400
Crystal Annual Software Fee	\$20,000
Annual Maintenance (After 3 Years)	\$30,000

Summit Disaster Recovery (14 Facilities)

DRS Software	<u>Extended Price</u>
DRS Software	\$500,000
Annual Support/Maint for 1st Year	\$90,000
Implementation - Development of Up to 20 Reports	\$15,000
Remote Training - Up to 8 Hours	\$2,000
Downtime DRS Discovery & PM to Install	\$40,000

Summit - Additional Pricing	<200 Beds	200-350 Beds	350+ Beds
Downtime Reporting System Software	34,625	43,313	51,938
1 Year of Annual Maintenance/Support	5,188	6,469	7,750

Customized Downtime Reporting Solution (Incremental Hardware) Market Price

Siemens Pharmacy/MAK - Incremental Concurrent Users on a Single Configuration	<u>Price Per User</u>
Siemens Pharmacy Concurrent Users Beyond 37	\$50
Siemens MAK Additional Concurrent Users Beyond 400	\$50

EDM Additional Concurrent Users over 100 on Single Config. (includes Base, PFS, OMR & Completion)	
Perpetual License	\$4,557
Monthly Support and ASP Fees	\$152

Release Management (per 10 users)	
License	\$50,000
Annual Support	\$11,000

ePrescribing - >109 Providers/Users	<u>Add. Price/User</u>
	\$23.75

SearchAmerica	<u>Monthly Fee</u>	<u>Overage</u>
Payment Advisor Suite- Real Time (min.1000 Trans./Month)	\$4,116	\$3.80
Payment Advisor Suite- Next Day (min.1000 Trans./Month)	\$2,310	\$1.68
Address Checker (Must Equal Total Payment Advisor Trans./Month)	\$2,048	\$0.95
Return Mail (min. 250 Trans./Month)	\$1,475	\$5.63

Additional Storage	
Soarian ASP GB Storage	\$2.50/GB/Month

Cost Accounting/Flexible Budgeting	Total Beds Contracted	Perpetual License Fee	Annual ASP/ Support/ Term Fees
	0 -1,000 Beds	\$525,000	\$31,500
	Price Per Bed Beyond 1,000	\$45	\$2.68

Additional Services - Soarian EDI	
Browser Eligibility Service	\$.40/transaction
Automated Batch Eligibility Service	\$.40/transaction

*

Each SOW will include a Technology Requirements Specification (TRS) based on factors that include the Applications selected in that SOW, and the projected volumes and statistics provided by the Authorized User(s) in that SOW. The TRS will include equipment and third party software requirements that can be fulfilled by Supplier or can be obtained by the Authorized User from the vendor of its choice.

Hardware will be defined specific to each SOW and will be subject to then market prices.



EXHIBIT C ESCROW
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.

Exhibit C is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”).

As between Supplier, VITA and Authorized User, in the event of any discrepancy between this Exhibit C and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

1. VITA and/or Authorized Users may become a party to the Source Code Escrow Agreement by executing the document entitled “Enrollment Form,” which is attached to the Source Code Escrow Agreement in this Exhibit C, and by paying to Supplier the Annual Escrow Fees listed in Exhibit B for each Application selected below. The first payment of the Annual Escrow Fees is due with the submission of a completed Enrollment Form to Supplier. For each year thereafter, VITA and/or the Authorized Users shall pay the Annual Escrow Fees on the anniversary date of the first payment. The Annual Escrow Fees may be adjusted according to the fee adjustment provisions of this Agreement.
2. Supplier will pay to Iron Mountain all fees required to maintain the escrow relationship. As of the date of this Agreement, the fees charged the first year are \$750 to setup VITA as an escrow beneficiary, and \$800 for enrollment to each Deposit Account. Thereafter, the annual fee is \$800 for enrollment to each Deposit Account. VITA or Authorized Users will pay any charges imposed by Iron Mountain on the release of source code, as of the date of this Agreement, the fee to request release of source code is \$500.
3. Any release of Source Code from escrow shall be subject to the license restrictions and other applicable terms and conditions of this Agreement.

EXHIBIT E --ENROLLMENT FORM TO SIEMENS/IRON MOUNTAIN ESCROW AGREEMENT

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that **BENEFICIARY COMPANY NAME: VIRGINIA INFORMATION TECHNOLOGIES AGENCY** is the **Beneficiary** referred to in the Escrow Agreement with Iron Mountain as the escrow agent and Siemens Medical Solutions USA, Inc. as the Depositor. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement except as amended herein.

The Beneficiary has licensed the following Application(s) from Siemens and shall be enrolled into the designated Deposit Accounts below:

Deposit Account Name	Deposit Account #
Clinical Applications	Account Number 38971
<ul style="list-style-type: none">• Soarian Clinicals• Soarian Scheduling• Siemens Pharmacy• Siemens Medication Administration• Openlink	
Financial Applications	Account Number 38323
<ul style="list-style-type: none">• Soarian Financials• Soarian Enterprise Document Management• Decision Support	

Depositor, Beneficiary and Iron Mountain hereby agree that the following additional terms and conditions shall apply to the Escrow Agreement as applicable to Beneficiary. The applicable provisions of the Escrow Agreement are hereby deemed amended accordingly.

1. Section 7 of the Escrow Agreement ("General Indemnity") is hereby deleted in its entirety and replaced with the following:

"7. Infringement Indemnity. Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Beneficiary and Iron Mountain (the "Indemnified Party") fully harmless against any claim or action asserted against the Indemnified Party (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement or Beneficiary's use of the Deposit Material, within the scope of this Agreement, infringes any patent, copyright, license or other proprietary right of any third party. When the Indemnified Party has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of the Indemnified Party without such Party's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

The Beneficiary cannot prospectively agree to indemnify, defend or hold harmless the other parties; however, this contract shall not restrict their rights and remedies at law and equity in relation to the Beneficiary.”

2. Section 12(d) “Choice of Law” is hereby deleted in its entirety and replaced with the following”

“12(d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Virginia, USA, as if performed wholly within the Commonwealth of Virginia and without giving effect to the principles of conflicts of laws.”

3. Section 12(m) “Attorneys’ Fees” is hereby deleted in its entirety and replaced with the following.

“12(m) Iron Mountain Additional Costs , Fees and Expenses: Any costs, fees and expenses incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, paid by the Depositor or Beneficiary as appropriate and consistent with the nature of the additional costs, fees and expenses and Party at whose request or on whose behalf costs, fees and expenses have been incurred.”

4. Section 12(o) “Disputes” is hereby deleted in its entirety and replaced with the following:

“Section 12(o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof shall be settled and resolved in accordance with the applicable laws of the Commonwealth of Virginia. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider, including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary.”

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

BENEFICIARY		DEPOSITOR	
PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL ADDRESS		EMAIL ADDRESS	
STREET ADDRESS		STREET ADDRESS	
PROVINCE/CITY/STATE		PROVINCE/CITY/STATE	
POSTAL/ZIP CODE		POSTAL/ZIP CODE	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

BENEFICIARY

Signature:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

Signature:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.



**EXHIBIT D SOW TEMPLATE
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.**

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit D and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

**EXHIBIT D-1 STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN **AUTHORIZED USER** AND SIEMENS MEDICAL SOLUTIONS USE, INC.
ISSUED UNDER
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.**

Exhibit D-1, between _____ (Authorized User) and Siemens Medical Solutions USA, Inc. (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA”) on behalf of the Commonwealth of Virginia and Supplier.

In the event of any discrepancy between this Exhibit D-1 and the Contract, the provisions of the Contract shall control.

[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.

Each SOW executed with an Authorized User should address the following:

1. Specify which particular Requirements apply to the particular SOW.
2. Authorized User to verify that the project has already been authorized and funded by the VA legislature.
3. Authorized Users are responsible for ensuring compliance with the terms of this Agreement by their Application Users, Agents, employees and all other persons who are granted logon credentials and passwords by or through the Authorized User.]

Statement Of Work

This Statement of Work (SOW) is issued by the DBHDS, hereinafter referred to as "Authorized User" or "DBHDS" under the provisions of the Contract. The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution ("Solution") or Services ("Services") or Software ("Software") or Hardware and Maintenance or Licensed Application Services" for Authorized User Project Name. (Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)

9. Period of Performance

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. (Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)

10. Place of Performance

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State, or other locations as required by the effort.

11. Project definitions

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.).

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User's specific project definitions are listed below:

12. Project Scope

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.).

a. General Description of the Project Scope

b. Project Boundaries

13. authorized user's specific Requirements

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

- a. **Authorized User-Specific Requirements**
- b. **Special Considerations for Implementing Hardware and Third Party Software at Authorized User's Location(s)**
- c. **Other Project Characteristics to Insure Success**

14. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail. This will need input from the Authorized User.)

- a. **Background of Authorized User's Business Situation**
- b. **Current Architecture and Operating System**
- c. **Current Work Flow/Business Flow and Processes**
- d. **Current Legacy Systems**
- e. **Current System Dependencies**
- f. **Current Infrastructure (Limitations, Restrictions)**
- g. **Usage/Audience Information**

15. Products and Services to Support the project Requirements **(and/or solution)**

- a. **Required Products (or Solution Components)**

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

- b. **Required Services**

(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)

- c. **Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer**

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.

- d. **Support and Maintenance Requirements**

(Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.

e. Personnel Requirements

(Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)

f. Transition Phase-In/Phase-Out Requirements

(Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)

16. total Project price

The total Fixed Price for this Project shall not exceed \$US XXX (Suppliers: this is a placeholder; do not include total price in your SOW proposal. All pricing should in your proposal should be limited to the pricing document from RFP Section 7)

Supplier's invoices shall show retainage of twenty percent (20%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

17. project deliverables

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD)	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					

	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

18. Milestones, Deliverables, Payment Schedule, and Holdbacks

(This table should include the project's milestone events, associated deliverables and when due. Milestone payments, retainage amount to be held until final acceptance and the net payment for each completed and accepted milestone event should only be included in the pricing response to RFP Section 7. This table includes sample data only and must be customized for your project needs.) Note the following implementation completion dates should be incorporated into your proposal:

By 3/31/13:

Eastern State Hospital

Western State Hospital / Commonwealth Center for Children and Adolescents

Southwestern Virginia Mental Health Institute

Catawba Hospital

Piedmont Geriatric Hospital

By 3/31/14:

Hiram Davis Medical Center

Central Virginia Training Center

Northern Virginia Training Center

Southeastern Virginia Training Center

Southside Virginia Training Center

Southwestern Virginia Training Center

By 6/30/15

Central State Hospital

Southern Virginia Mental Health Institute

Northern Virginia Mental Health Institute

Virginia Center for Behavioral Rehabilitation

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, retainage amounts, and net payments.

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage (20%)	Net Payment
Project kick-off meeting	---	Execution + 5 days			
Site survey	Site survey report	Execution + 10 days			
Requirements Analysis & Development	Design Plan	Execution+45 days			
	Project Plan	Execution+45 days			
	Implementation Plan	Execution + 45 days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days			
Installation of software	---	Execution + 90 days			
Installation of hardware	---	Execution + 90 days			
Configuration and testing	---	Execution + 120 days			
Training	Training manual	Execution + 130 days			
30-Day User Acceptance Testing	---	Execution + 160 days			
Implementation complete	Solution	Execution + 160 days			
Final Acceptance		Execution + 210 days			

19. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	Site survey				
1.1		Conduct interviews			

1.1.1			Schedule interviews	None	20 days after contract start
1.1.2			Complete interviews	Interview Results Report	25 days after contract start
1.2		Receive AU information			

20. Acceptance Criteria

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit **D-X**.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have **ten (10)** days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

21. Project Assumptions and Project Roles and Responsibilities

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

a. Project Assumptions

The following assumptions are specific to this project:

b. Project Roles and Responsibilities

The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	

Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

22. Commonwealth and supplier-furnished materials, equipment, FACILITIES AND property

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to “business days after project start” or “days after event/milestone.” Be sure to specify the delivery and point of contact information.)

a. PROVIDED BY THE COMMONWEALTH

b. PROVIDED BY THE SUPPLIER

23. Security Requirements

(Provide (or reference as an Attachment) Authorized User’s security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier’s employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier’s employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

24. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this.)

- COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>
- IEEE 802®

- HIPAA
- SAS 70 Type II

25. Risk Management

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

a. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

b. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization:** How risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

c. Risk Management Plan

(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

26. Disaster recovery

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- Development of the IT components of the Continuity of Operations Plan (COOP)
- Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP
- Development and exercise of the IT System Backup and Restoration Plan

27. Performance Bond

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

28. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

- a. Service Level Requirements
- b. Mean-Time-Between-Failure Requirements
- c. Data Access/Retrieval Requirements
- d. Additional Warranties

29. Reporting

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

a. Weekly/Bi-weekly Status Update.

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

b. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

c. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be

discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. (If none, you may add your escalation procedure in this section.)

d. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

30. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>

31. Point of Contact

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier: Authorized User:

(Name of Supplier) (Name of Agency/Institution)

By: _____ By: _____

(Signature) (Signature)

Name: _____ Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT E CHANGE ORDER TEMPLATE
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.

Exhibit E is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit E and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

This Change Order No. **XXX** hereby modifies and is made an integral part of Statement of Work E-**X** (“SOW”), between **NAME OF AGENCY/INSTITUTION** (“Authorized User”) and CyberData Technologies, Inc. (“Supplier”), which was issued under Contract Number VA-120413-CDTI (“Contract”) between the Virginia Information Technologies Agency (“VITA”) and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

[Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.]

CHANGE ORDER

This is Change Order No. **XXX** to a SOW issued by **Authorized User** to Supplier under which Supplier is to provide the Authorized User with a **Authorized User Project Name Solution (“Solution”)**.

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as “From” (copy/paste from current SOW section) and “To” (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

1. PERIOD OF PERFORMANCE

The following change is made to the Period of Performance:

[The duration of the Period of Performance is increased by four (4) months.]

The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. XXX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract
- ii). Statement of Work E-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No. XXX, effective **(INSERT EFFECTIVE DATE)**.

Supplier
By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

Authorized User
By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____



EXHIBIT F EULA
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.

Exhibit F is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit F and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

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**EXHIBIT G LOBBYING CERTIFICATION
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.**

Exhibit G is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit G and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Alfred Candello

Printed Name: ALFRED CANDELLO

Organization: SIEMENS MEDICAL SOLUTIONS

Date: 12/6/12

Signature: Michael Stern

Printed Name: MICHAEL STERN

Organization: SIEMENS MEDICAL SOLUTIONS USA, INC

Date: 12/6/12



EXHIBIT H SUPPORT
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.

Exhibit H is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit H and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

1. SUPPLIER SUPPORT PROGRAM. Supplier shall provide a program of support for the Software and Custom Programming, if any, listed in a SOW, under the following terms and conditions

1.1 Support.

1.1.1. Authorized User shall establish working procedures and be responsible for establishing a centralized support help desk, including training of appropriate personnel to provide end-user first-level support. Supplier shall provide and be responsible for second- and third-level support of Supplier’ Applications through the Supplier Customer Service Center (“CSC”) and development organizations.

1.1.2. Authorized User may access the CSC through either the Internet enabled Electronic Issue Management System (“EIM”) or, for urgent issues, Supplier recommendation is by telephone 24 hours per day, 7 days per week to report such failures. For Applications installed at a Facility, Authorized User shall provide Supplier with both on-site and remote access to Applications via the Wide Area Network (WAN) established between the Authorized User location and Supplier HCC or via a network configuration described in the customer-only section of the Supplier Web site. Authorized User shall be responsible for all telecommunication services and remote programming support connections charges. The CSC shall be the point of contact for raising warranty support matters with respect to Applications and Custom Programming and Hosted Services. Additionally, the CSC is the point of contact for Supplemental Services (see section 3.2.2 below).

1.1.3. Supplier shall immediately initiate work on urgent issues based on Authorized User’s telephone request for assistance to the CSC and work continuously with Authorized User until resolution

or appropriate work-around is operational. Urgent issues are issues involving substantial Application failure or issues which, in Authorized User's reasonable judgment, are critical to Authorized User's overall operation. The Parties shall jointly decide an appropriate communications process and timeframes for on-going communications on urgent issues, and engage additional resources, through escalation procedures, as may be required based on the specifics of the urgent issue.

As to all other issues, Supplier provides examples on the customer-only section of the Supplier Web site that define escalation levels and response time frames. Through the EIM, Authorized User may track the escalation of an issue, together with the time spent and actions performed to resolve the issue. In addition, if required, Authorized User may use the EIM or contact the CSC by telephone to request a reevaluation and escalation of the severity of a support issue.

1.1.4. Supplier shall provide Authorized User with various Application and service communications through the customer-only section of Supplier Web site and service e-mail to Authorized User-designated individuals. Authorized User represents that it has, and shall maintain, internet access throughout the term of support under this Agreement. This includes, but is not limited to, issue solution reference sources, Documentation updates, Authorized User Memos, and the Supplier Medical Services Knowledge Base, that provide answers to common support questions and advice on problem determination, diagnostic procedures and other support procedures. Authorized User shall set up a support help desk, establish a process to ensure service e-mails are read on priority basis and ensure that appropriate personnel are trained in the use and support of the System and network. Before reporting a support issue, Authorized User shall complete any problem determination procedures, diagnostic activities or perform any remedial actions detailed in reference sources or Documentation. Authorized User shall also perform an internal assessment on the implications of the support issue to its site so this information can be communicated to Supplier. After Authorized User reports an issue to the CSC, Authorized User shall be available to perform any remedial actions specified by the CSC, including, without limitation, installing Updates, Releases or new Versions. Authorized User shall be responsible for updating the support request through EIM with any information requested by Supplier.

1.1.5. For Applications installed at a Facility, Authorized User is responsible for maintaining all necessary back-ups, recovery and required System operating procedures as specified in the Documentation and, where applicable, Authorized User shall be responsible for maintaining a support testing environment.

1.1.6. Supplier 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. Supplier shall provide periodic Updates and Releases to the Applications for which Authorized User is paying support fees and Documentation of these items at no additional license or support fee. If Supplier announces a new Version, then Authorized User shall receive the Version together with its Documentation at no additional license or support fee. For those items of Custom Programming for which Authorized User is paying support, Supplier shall upgrade the Custom Programming to maintain compatibility with the new Version at no additional fee. Authorized User shall be responsible for providing to Supplier Custom Programming Specification revisions, if required, or for Applications installed at a Facility, to notify Supplier of any modifications to Authorized User's third party applications or systems that may adversely affect supported Custom Programming. At Authorized User's request, Supplier shall upgrade items of Custom Programming to account for revisions or modifications to third party applications or systems at Supplier then-current rates. For Applications installed at the HCC, Supplier shall install Updates, Releases and Versions, and Authorized User shall perform any onsite tasks needed to complete the installation as advised by Supplier and meet advance planning schedules published by the HCC. For Applications installed at a Facility, Authorized User 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 Supplier announces or agrees to extensions to these implementation time frames. New features, enhancements to functionality, or regulatory changes will not be retrofitted to down-level Releases or Versions. Supplier has no obligation to support down-level Updates, Releases or Versions. In the event that Supplier elects,

at its sole discretion, to provide some level of out-of-warranty support for a down-level Release or Version, such services will be limited in scope and shall be chargeable at Supplier's then-current rates for out-of-warranty support in addition to Authorized User's Monthly Support Fee.

1.1.7. For Applications installed at a Facility, at Authorized User's expense, Authorized User shall obtain all additional Hardware, the level of Third Party Software designated by Supplier, and any professional services required to implement Updates, Releases, Versions, Custom Programming or optional net new functionality. Authorized User shall obtain support or maintenance for all Hardware and Third Party Software from the respective supplier, support provider or, if available, from Supplier, and shall be responsible for any additional Hardware or professional services required by Third Party Software suppliers. Supplier has established a support baseline with certain third party suppliers that those suppliers are expected to provide to Supplier's customers in their separate support agreements. Authorized User should follow the communications protocols for contacting those third party suppliers that have established such protocols for Supplier's customers. Supplier shall provide Authorized User with coordination assistance for third party support issues that are related to an Application. Authorized User should contact Supplier before installing Third Party Software fix packs and service packs. Authorized User shall install and maintain anti-virus software on all workstations and servers. Authorized User is responsible for obtaining power surge protection and uninterruptible power for all Hardware.

1.1.8. Authorized User shall begin paying the support fees six (6) months following Delivery unless otherwise provided in a SOW, or, in the case of Applications or Custom Programming already installed on the Agreement Effective Date, Authorized User shall begin paying support fees immediately unless otherwise agreed in a SOW. Notwithstanding any other provisions of this Agreement, Authorized User shall pay any fee increases imposed by Supplier's suppliers of third party materials, including without limitation, fees relating to any Third Party Software products or other such third party licensed content imbedded in, or provided with, any Deliverables or services. Supplier shall invoice any such increases at such time as other annual/monthly fee increases occur under the Agreement.

1.2. Additional Services.

1.2.1. Supplier shall make available to Authorized User programming changes to the Applications in response to generally applicable state-mandated billing changes and generally applicable federally-mandated regulatory changes, including programming changes made in response to HIPAA. Notwithstanding any other provisions of this Support Program, Supplier reserves the right to charge for such programming changes based on the nature and extent of the changes. Authorized User is responsible for any additional Hardware and Third Party Software (whether new or upgraded), any professional services and any third party fee increases required in response to federal and state regulatory changes.

1.2.2. Supplier shall provide Authorized User with diagnostic assistance and other problem determination procedures for remediation of problems unrelated to the warranties in the Agreement, extensive advice on the operation and functions of the Applications, and help with questions relating to other matters, such as Third Party Software, Licensed Content, and Hardware and Third Party Software ("Supplemental Support Services"). CSC personnel will advise Authorized User as to whether its service requests can be provided under the Supplemental Support Services category. Authorized User is solely responsible for approving electronically each Supplemental Support Service request it requires or closing the service request and performing the work on its own. If such Supplemental Support Service request is electronically approved by Authorized User, then Authorized User shall pay hours used monthly as incurred at Supplier's then-current Supplemental Support Services hourly rate in minimum time increments of one-half (1/2) hour. Based on the nature of the Authorized User request, CSC personnel may also refer Authorized User to other billable services offered by Supplier, including but not limited to training or consulting services.

1.3. EDI Services Support. As part of the EDI Services, if any, Supplier shall provide support for the EDI Services and routers and for the connection between Supplier and third parties up to the point of Transaction transfer, as follows:

1.3.1. Supplier shall work with Authorized User to coordinate and plan first level support for EDI Services delivered via Authorized User's healthcare information system.

1.3.2. Supplier will provide on-call support via telephone, 24 hours/day, and 7 days/week. Routers will be replaced or repaired within four (4) hours after Supplier' receipt of a malfunction report from Authorized User.

1.3.3. Authorized User is responsible for maintaining its own records of data submitted to the EDI Service and any required upgrades to the router.

1.3.4. Required Pass-Through Provisions. Payers, fiscal intermediaries, government entities, and other third party information suppliers may require that Authorized User comply with certain obligations (e.g., confidentiality, liability and scope of use) as a condition of accessing their information, in which event Supplier will post changes to the EDI web site or otherwise provide notice of such changes. Said changes shall become effective on the date of such posting or notification. Authorized User shall comply with such obligations as a condition of Supplier providing associated EDI Services. Supplier shall pass-through to Authorized User, and Authorized User shall pay, any fees charged to Supplier by payers, fiscal intermediaries, or other parties in connection with providing the EDI Services to Authorized User.

1.3.5. The Parties acknowledge that Supplier' ability to provide the EDI Services is dependent on Third Party Recipients. Supplier shall not be responsible for EDI Service interruptions or cancellations attributed to non-cooperation and/or non-participation of Third Party Recipients. Supplier will, however, assist Authorized User in addressing any issues which may arise with such Third Party Recipients.

1.3.6. The Parties shall cooperate in reasonable efforts, as necessary, to require Third Party Recipients that provide transaction data through Supplier to fully comply with the applicable standards/code sets rules for data content and format as required under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

1.4. Severity Levels and Response Time Guidelines.

Severity Level ⁽¹⁾	Response Time			
	Callback	Begin Work ⁽²⁾	Status Update	Resolution Process Flow

Severity Level ⁽¹⁾		Response Time			
		Callback	Begin Work ⁽²⁾	Status Update	Resolution Process Flow
Level 1: Urgent	<p>Issues that require immediate attention and pose any of the following risks:</p> <ol style="list-style-type: none"> 1. Risk to Patient Safety 2. Risk of Significant Financial Impact/ Cash Flow) 3. Significant Risk to Regulatory Compliance <p>Examples: System totally down Database is inaccessible Application is inaccessible to users Unable to file patient documentation Unable to administer Medications Unable to enter orders Billing/claims delays</p>	<p>N/A</p> <p>Authorized User to initially contact Supplier CSC Support via telephone call and then open ticket via EIM.</p> <p>Supplier CSC responsible for documenting issue updates and resolution comments in Electronic Issue Management (EIM)</p>	Immediately	<p>Supplier CSC will participate in Authorized User critical event technical conference calls</p> <p>The Parties jointly decide appropriate communication process and timeframes for on-going communications on issue.</p> <p>Associated Supplier Escalation 2 hrs. – Director Authorized User Support 4 hrs. -- Vice President Authorized User Support</p>	<p>Supplier Escalation Manager continues to own responsibility to work issue with Authorized User through resolution or until work around process is established.</p> <p>Supplier shall provide continuous support effort until the issue is resolved or an acceptable work around is in place.</p> <p>Supplier shall provide in EIM a cause analysis update within 10 business days after the close of the Urgent event³⁾</p>
Level 2: Very Important	<p>A range of issues that are very important, but do not rise to the level of an Urgent issue.</p> <p>Examples: Interface Issues Electronic Claims and Remittance Issues Application/Departmental specific documentation issue Access Management Issues</p>	60 Minute Acknowledgement and Service Level Assignment via EIM	24 hours	<p>Authorized User may use the EIM or telephone to request the escalation of a support issue.</p> <p>Should this issue rise to Level 1 Urgent Authorized User shall contact Supplier CSC by telephone.</p>	<p>Through EIM, Authorized User may track the progress of an issue, together with the time spent and actions performed to resolve the issue.</p>

Severity Level ⁽¹⁾		Response Time			
		Callback	Begin Work ⁽²⁾	Status Update	Resolution Process Flow
Level 3: Important	<p>A range of issues of a less urgent, although important nature. These incidents may have an impact on processing, but an appropriate workaround exists.</p> <p>Examples: Report Issues Printing issues Configuration Issues</p>	60 Minute Acknowledgement and Service Level Assignment via EIM	5 business days	<p>Through EIM, Authorized User may track the progress of an issue, together with the time spent and actions performed to resolve the issue.</p> <p>In addition, Authorized User may use the EIM or Account Manager to request the escalation of a support issue to the Escalation Manager</p>	Through EIM, Authorized User may track the progress of an issue, together with the time spent and actions performed to resolve the issue.

Additional Notes:

⁽¹⁾ The Severity Level is based on service profiles and “Implications to site” field within EIM that is completed by Authorized User or verbally communicated by Authorized User. Examples of Severity Levels by application area (service profiles) are available on the Supplier Customer Only Web Site.

⁽²⁾ Begin Work timeframes indicate when Supplier engages resources (technical or application analyst) to pursue resolution of issue. This ability to effectively Begin Work may require that Authorized User has appropriate resources familiar with issue available to assist Supplier. Supplier may initiate work before the stated Begin Work timeframe depending on the nature of the request and implications to site as supplied by Authorized User. The term “Immediately” refers to a time period of zero to thirty (0-30) minutes from notification for Supplier to identify and engage the appropriate subject matter expert on the urgent issue.

⁽³⁾ Cause Analysis / Reporting – Upon issue resolution, Supplier shall perform analysis to determine cause of urgent issues and report the results of this analysis to Authorized User via EIM. Supplier may require Authorized User to provide pertinent information to assist in this analysis. Should this analysis involve outside suppliers or involve a critical clinical item, Authorized User is aware that the timeframe to complete the cause analysis may be longer.



**EXHIBIT I HOSTING NDA
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.**

Exhibit I is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit I and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

ACCESS AGREEMENT

This Agreement is made on _____, 20__, between **Siemens Medical Solutions USA, Inc.** (“Supplier”), with a principal office at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 (“Supplier”) and **{INSERT THIRD PARTY OUTSOURCER’S NAME}**, with a principal office at **{INSERT THIRD PARTY OUTSOURCER’S ADDRESS}** (“Outsourcer”). .

1. Authorized User and Supplier entered into a license agreement, the specific terms of which are included in the applicable statement of work between the Authorized User and Supplier (“License Agreement”), by which Authorized User licensed from Supplier software applications (the “Applications”) together with documentation, support and related professional services.
2. Authorized User has engaged Outsourcer to provide data processing, information technology and other business process outsourcing services to Authorized User, including, without limitation, the operation and support of the Applications (the “Services”). The Services do not include, however, any software development services relating to any Supplier-licensed software.
3. The License Agreement restricts Authorized User from disclosing certain information, hereinafter referred to as “Confidential Information,” to any third party unless said party has executed a confidentiality agreement that is satisfactory to Supplier. “Confidential Information” includes the terms and conditions of the License Agreement, this Agreement, the Applications, documentation, source code and related deliverables, and all other knowledge of Supplier business, development plans, programs, documentation, techniques, trade secrets, systems, programs in development; other intellectual property of Supplier, Supplier' prices; the identity of Supplier' customers or prospective customers; RFP responses, the actual or proposed terms, conditions, of any contract between Supplier and customers; and any other proprietary information reasonably identified by Supplier as confidential or such as the

reasonable person would understand to be confidential in the circumstances in which it was disclosed or received. With respect to Authorized User, notwithstanding the previous sentence, "Confidential Information" does not include any information that is required to be disclosed pursuant to the Virginia Freedom of Information Act (VFOIA, Va. Code §§ 2.2-3700 – 2.2-3714), and Supplier shall comply with Va. Code § 2.2-4342(F) if requesting that materials covered therein remain confidential. With respect to Outsourcer, however, the scope of Confidential Information and the obligations and procedures applicable thereto are as set forth in this Agreement. The License Agreement also restricts Authorized User from permitting any third party to operate the Applications unless certain other conditions are met.

4. Subject to the terms and conditions of this Agreement, Supplier hereby agrees to permit Outsourcer to operate one (1) copy of object code for each Application at the Authorized User facility, solely for the benefit of the Authorized User and its "Facilities", as that term is defined in the License Agreement, which definition is hereby incorporated in this Agreement. Supplier further agrees, subject to the terms and conditions of this Agreement, to permit Outsourcer to access the subset of the Confidential Information required for the performance of the Services. Supplier acknowledges that Outsourcer may also provide similar services to other Outsourcer customers utilizing other software applications, and Outsourcer agrees that nothing in this Agreement allows it to utilize the Applications or the Confidential Information for such other services or customers.

5. Outsourcer agrees that any Confidential Information disclosed to or otherwise received by Outsourcer prior to the date of this Agreement, whether in conjunction with Outsourcer's engagement with Authorized User or otherwise, shall be subject to the terms of this Agreement, and Supplier agrees that any disclosure of Confidential Information by Authorized User to Outsourcer prior to the date of this Agreement and/or Outsourcer's operation of the Applications prior to the date of this Agreement shall be deemed to have been permitted pursuant to this Agreement.

6. Outsourcer agrees that the Confidential Information is proprietary to Supplier, is confidential, and is a trade secret of Supplier, and that it has no interest, license or other rights in the Confidential Information except as expressly set forth herein. Outsourcer agrees that at all times: (a) it will hold such Confidential Information in strict confidence and will not, without Supplier' prior written permission, sublicense, subcontract, copy, disclose or permit access to any portion of such Confidential Information to any third party except as permitted in this Agreement or transmit or carry such Confidential Information off Authorized User's premises; (b) Outsourcer will not disassemble, decompile or reverse engineer any Applications or Third Party Software delivered by or through Supplier pursuant to the License Agreement; (c) Outsourcer will restrict dissemination of the Confidential Information within Outsourcer's organization to those of its employees who have a need to know such information for the performance of their duties for Authorized User; and (d) Outsourcer will not make any use whatsoever of such Confidential Information except for the sole purpose of providing the Services to Authorized User. Outsourcer shall be responsible for the compliance with this Agreement by all Outsourcer employees or directors granted access hereunder.

7. Supplier agrees that it will maintain in confidence all Outsourcer Confidential Information received by it by virtue of Outsourcer's role as Outsourcer, which includes all proprietary and confidential technical and non-technical information of Outsourcer which is marked as confidential, and shall not use such information except for the purpose for which it was provided.

8. Except as otherwise stated in this Agreement, Supplier hereby agrees that, during the term of this Agreement, Outsourcer employees may operate, manage, maintain and support the Applications licensed to Authorized User under the License Agreement at a Authorized User owned location in the same manner and solely to the extent that Authorized User is permitted to operate, manage, maintain and support the Applications pursuant to the License Agreement for so long as none of the following events come to pass: (a) either of Outsourcer or Authorized User is in default of or terminates any of the material provisions of the License Agreement, this Agreement, or Outsourcer intentionally or recklessly breaches any confidentiality or scope of use provisions in any other agreement between Outsourcer and Supplier, and any of such defaults are not cured within ten (10) days of receiving notice of said default, where the

breach relates to confidentiality or scope of use, or within thirty (30) days of receipt of notice with regard to any other material breach or default; (b) termination of the Services engagement by either Outsourcer or Authorized User; or (c) the last date of expiration any of the License Agreement. This Agreement shall immediately terminate upon the occurrence of any of the conditions outlined in (a) to (c) herein and upon such termination, Outsourcer shall immediately cease and desist all use of, access to and exposure to the Confidential Information, except to the extent required to effectuate the return to Supplier, or destruction at Supplier' election, of such Confidential Information. Authorized User agrees that upon receiving notice of such termination, or becoming aware of any of the conditions outlined in (a) to (c) herein, Authorized User shall take immediate action to prevent Outsourcer from having further exposure or access to, or from using the Confidential Information. As of the date of this Agreement, all parties hereto represent that, to the best of their belief and knowledge, none of the conditions outlined in (a) to (c) herein are occurring.

9. The existence of this Agreement shall not in any way affect Authorized User's responsibilities to Supplier under the License Agreement and governing law, all such responsibilities shall remain in place irrespective of Authorized User's decision to delegate to Outsourcer operational responsibility for the Applications, and this Agreement shall not be construed to extend any benefits or rights under the License Agreement to Outsourcer except in its capacity as such agent for Authorized User.

10. Outsourcer shall have the right to disclose the Confidential Information to Outsourcer' agents, consultants and subcontractors on a need to know basis in order to perform tasks in accordance with this Agreement, provided that Outsourcer has first obtained Supplier' written consent to such disclosure, and the designated entity shall have executed a nondisclosure agreement similar in content to this Agreement with Supplier.

11. Upon written request from Supplier, Outsourcer agree to provide Supplier with information concerning the security of all premises where the Confidential Information is or will be operated, located or stored, including, without limitation, physical security and access procedures, Outsourcer's use of system security procedures, passwords, lists of authorized personnel, and other controls to ensure that the Confidential Information is appropriately safeguarded. Supplier shall also have the right to periodically audit Outsourcer for the purpose of assessing Outsourcer's compliance with the terms and conditions of this Agreement; provided, that such audits will only be done after reasonable notice to Outsourcer and at a time and in a manner that does not unreasonably interfere with the business and operations of Outsourcer.

12. Outsourcer will take all such actions as are necessary to enable it to perform its obligations under this Agreement, including, without limitation, executing agreements with its Designated Outsourcer Employees (as hereinafter defined), containing language on confidentiality and scope of access and use that are no less restrictive than the confidentiality and scope of access and use restrictions contained in this Agreement and the License Agreement and providing adequate and appropriate instructions to such employees. Outsourcer also agrees to require each of its Designated Outsourcer Employees to agree that he or she will not, (a) work in, provide information to, or contribute in any way to any software development or marketing efforts at any Direct Competitor of (defined as an entity principally in the business of developing and licensing software for the health information systems industry), until two years after the later of (i) the conclusion of his or her engagement at Authorized User or (ii) the date on which he or she last possesses or has access to Confidential Information, without the advance written consent of Supplier (directed to Supplier' General Counsel at the address shown above) and (b) will not otherwise use or disseminate the Confidential Information in any other position within Outsourcer or employ the Confidential Information for any purpose other than to perform the Services for Authorized User.

13. The Confidential Information and the Outsourcer Confidential Information shall not be deemed to include information and data: (a) rightfully previously known or acquired by the receiving party from a

third party without a continuing restriction on use; (b) which is or becomes publicly known through no breach of this Agreement, the License Agreement or any other agreements between Supplier, Outsourcer or Authorized User; or (c) which is independently developed. If either party is required by judicial or administrative process to disclose the confidential information of the other, the party being compelled to disclose shall notify the other as promptly as possible to allow for a reasonable time to oppose such disclosure.

14. Outsourcer acknowledges that Supplier is permitting certain functions formerly performed by Authorized User to be performed by Outsourcer solely as an accommodation to Authorized User and solely in reliance on representations made by Authorized User as to its relationship with Outsourcer and Outsourcer' stated business objectives., Outsourcer and Supplier will conduct quarterly meetings and post-review meetings to discuss current issues, including, without limitation, any major system disruptions, the causes and potential solutions therefore. Any system level access and related passwords shall be controlled by Authorized User or Supplier personnel only. Attached to this Agreement as Attachment 1 is a listing of Outsourcer employees who are dedicated to supporting Authorized User, and whose responsibilities for Authorized User will necessitate that they be exposed to Confidential Information. Attachment 1 shall be updated by Outsourcer whenever it changes and notice of said updates shall be sent to Supplier. .

15. Outsourcer also agrees to be bound by the confidentiality and scope of use provisions and to use the Software solely for the purpose of providing Services according to the terms of the Agreement. Outsourcer further agrees that it will be liable for any acts or omissions solely by Outsourcer, its affiliates and their respective agents, consultants and subcontractors. Authorized User agrees that, in the event Outsourcer fails to acknowledge any such liability, it may be held liable to Supplier for any breaches of the obligations established above, in whole or in part, by Outsourcer, without waiver of any remedy that Authorized User might then have against Outsourcer, either contractual or otherwise.

16. Access to Supplier' training and education programs, whether such programs are provided electronically, at Authorized User premises or, at Supplier' premises, shall be at Supplier' discretion and shall be limited to direct employees of Authorized User or to the Designated Outsourcer Employees. All registration information for such programs submitted to Supplier by either Authorized User or Outsourcer shall include information identifying the registrant as either a Authorized User or Facilities' employee or a Designated Outsourcer Employee. Designated Outsourcer Employees shall only be entitled to register for education directly relating to the Applications licensed to Authorized User and for which such Designated Outsourcer employees have primary operational responsibility.

17. Access to the Supplier' Electronic Issue Management System ("EIM"), Customer Links and any other Authorized User only sections of the Supplier web site that Supplier elects to make available to Outsourcer shall be limited to direct employees of Authorized User or to the Designated Outsourcer Employees.

18. Except as stated herein, this Agreement does not grant any rights by license or otherwise, expressly or implicitly, to the Confidential Information or the Outsourcer Confidential Information or to any invention, discovery or derivative work of the Confidential Information or the Outsourcer Confidential Information that is made, conceived or acquired prior to or after the date of this Agreement.

19. Outsourcer acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that Supplier shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction for a breach of this Agreement without the necessity of posting a bond therefore. The prevailing party in any action seeking to enforce any of the rights or remedies hereunder shall have the right to collect from the other party all reasonable direct, out of pocket expenses incurred in

connection with such enforcement, including, without limitation, reasonable attorney's fees incurred in connection therewith.

20. Virginia law shall govern the terms of this Agreement and each of the parties hereby consents to jurisdiction and venue in the courts of the Commonwealth of Virginia, as appropriate in connection with any dispute or breach arising under this Agreement, and each agrees to accept service by first class mail, postage prepaid, addressed to each at the address shown above.

21. Absent the specific written consent of the other, neither Supplier nor Outsourcer shall hire or attempt to hire employees of the other for so long as Outsourcer has access to Confidential Information hereunder and for one year thereafter.

22. This Agreement constitutes the entire agreement of Supplier, and Outsourcer with respect to the subject matter and supersedes all prior and contemporaneous agreements, understandings and commitments. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

To show their agreement to these terms, and intending to be legally bound, Supplier and Outsourcer hereby execute this Agreement as of the Agreement Effective Date.

SIEMENS MEDICAL SOLUTIONS USA, INC. [INSERT OUTSOURCER'S NAME]

By: _____

By: _____

Name and Title (Type or Print)

Name and Title (Type or Print)

Date: _____

Date: _____

SIEMENS MEDICAL SOLUTIONS USA, INC. [

By: _____

Print)

Name and Title (Type or

Date: _____

EXHIBIT I, ATTACHMENT 1

DESIGNATED OUTSOURCER EMPLOYEES:



**EXHIBIT 1 (ONE) ADDITIONAL SUPPLIER HOSTING TERMS
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.**

Exhibit 1 (One) is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit 1 (One) and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

CONTRACT NO. VA-121107-SMSU
EXHIBIT 1 - APPLICATION SERVICE PROVIDER
ADDITIONAL TERMS AND CONDITIONS

These terms and conditions for provision of Application Service Provider Licensed Services are incorporated herewith under Contract No. VA-121107-SMSU between Virginia Information Technologies Agency (VITA) and Siemens Medical Solutions USA, Inc..

1. PURPOSE

Any Application Service Provider Licensed Services provided by the Supplier is for the purpose of supporting Contract No. VA-121107-SMSU through Supplier-hosted Application and Licensed Services. This Exhibit ("Exhibit") sets forth additional terms and conditions under which Supplier shall provide such Application and Licensed Services ("Licensed Services") to VITA.

During the term of any order issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) licensed in a SOW on servers owned, operated, housed, and maintained by Supplier and shall make such Application(s) available to Authorized User's designated Application Users through the Siemens-supplied private wide area network.

Supplier has acquired any and all license rights in the Application(s) necessary and appropriate for Supplier to provide the Licensed Services as listed and described in Exhibit A for all Authorized Users.

2. ASP ENVIRONMENTS.

2.1 Supplier may provide any of the following ASP Environments, dependent upon the Supplier Application and in accordance with the terms and conditions set forth herein, the agreed timeline, and the sizing parameters provided by Authorized User. The characteristics and requirements of these ASP Environments are:

2.1.1. "**Production Environment**" means the processing environment containing "live" data used for administration and operation of Authorized User's Applications. Supplier will size the Production Environment in accordance with the configuration and volume requirements set forth in the Technology Requirements Specification.

2.1.2. "**Test Environment**" means a processing environment containing a subset of the Production Environment used primarily for implementing, certifying and testing changes before applying the changes to the Production Environment. Supplier will size the Test Environments to represent approximately 10% of the Production Environment data capacity and user volume, in accordance with the configuration and volume requirements set forth in the Technology Requirements Specification.

2.1.3. "**Training Environment**" means a process environment containing a subset of the applicable source environment for purposes of training end users in support of a new implementation or major change to the System. Supplier will size the Training Environments to represent approximately 5% of the Production Environment data capacity and user volume, in accordance with the configuration and volume requirements set forth in the Technology Requirements Specification.

3. DISASTER AVOIDANCE AND RECOVERY. Supplier shall maintain disaster avoidance provisions during the Services Term that are designed to safeguard Authorized User's data and the information processing and network services capabilities of the HCC and, if applicable, at other information services centers. Supplier also shall maintain recovery plans to be used during unexpected events which may, for limited periods of time, affect the ability of Supplier to perform Supplier's obligations under this Agreement.

Supplier tests and updates these plans on a routine basis. Supplier shall evaluate new technologies and recovery approaches and include them in Supplier' planning process when appropriate.

4. SSAE 16 AUDIT REPORTS. Supplier shall make available to Authorized User a complete copy of a SSAE 16 (Statements on Standards for Attestation Engagements) Report prepared by a nationally recognized independent accounting and auditing firm that has conducted a SSAE 16 Audit of Supplier' operational risk management. If the SSAE 16 Report contains any qualified opinions (i.e., exceptions or control deficiencies), then Authorized User may (a) obtain the status of reconciliation or remediation of such opinion; (b) question and interview any Supplier personnel, in each case as reasonably necessary or desirable; and (c) once annually bring Authorized User's staff or auditors to review the technology and processes at the HCC.

5. Content Security

Supplier shall provide a secure environment for Content and any hardware and software, including servers, network and data components, to be provided by Supplier as part of its performance under this Contract in accordance with best industry practices in order to prevent unauthorized access to and use or modification of, and to otherwise protect, the Application and Content. Supplier shall, at a minimum, implement the following procedures designed to protect the security of Content:

- i). User identification and access controls designed to limit access to Content to Application Users;
- ii). External connections to the World Wide Web which will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Supplier;
- iii). Industry standard firewalls regulating all data entering Supplier's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through;
- iv). Industry standard encryption techniques which will be used when Content is transmitted by Supplier over the WAN on behalf of Authorized User;
- v). Physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility. Access to facilities housing the Application and Content restricted to only allow access to personnel and agents of Supplier who have a need to know in connection with operation and support of the Application;
- vi). Supplier's maintaining and following a disaster recovery plan designed to maintain Application User access to the Application and Licensed Services, and to prevent the unintended destruction of Content; and which plan, unless otherwise specified herein, shall provide for daily back-up of Content and archival of such Content at a secure facility. The disaster recovery plan shall provide for and be followed by Supplier such that in no event shall the Application, Licensed Services, Supplier Product and/or Content be unavailable to any Application User for a period in excess of seventy-two (72) hours;
- vii). Regular training for Supplier personnel regarding the security and data recovery programs referenced in this Section;
- viii). Regular testing of the systems and procedures outlined in this Section; and
- ix). Audit controls that record and monitor Application and Licensed Services activity continuously.

6. Licensed Services Commencement Date

The Supplier shall begin delivery of Licensed Services on the date as agreed in the applicable SOW. Subject to a mutually agreed Change Order, an Authorized User may delay the Licensed Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Licensed Services commencement date.

Supplier will not cancel or otherwise terminate access to the Application by disabling passwords, keys or tokens that enable continuous use of the Application by the Authorized User and its Application Users during the term of this Contract or any order issued hereunder.

7. Cyber Liability Insurance

Supplier shall carry errors and omissions insurance that includes cyber liability coverage in the amount of \$5,000,000 per occurrence.

8. SOARIAN ASP RESPONSE TIME WARRANTY.

8.1 Response Time.

8.1.1 Supplier warrants that the average Response Time for Authorized User's Web Pages processed through the Soarian production ASP Applications will be:

- 1.50 seconds for eighty percent (80%) of the Web Pages; and
- 2.75 seconds for ninety percent (90%) of the Web Pages

8.1.2 Supplier warrants that the average Response Time for Authorized User's transactions processed through the Siemens Pharmacy and MAK production ASP Applications will be:

- 2.75 seconds for ninety percent (90%) of the Transactions.

8.2 Definitions. "Web Page" means an end user's single HTTP request/response sequence for data located at the HCC. "Measurement Period" means twenty-four (24) hours per day with measurement intervals every sixty (60) minutes. "Response Time" means the period from the time the Return or Mouse Click is depressed until the Web Page is received by the initiating workstation. "Response Time Failure" means the Response Time is not met during three Measurement Periods during a Monday through Sunday timeframe. "Transaction" shall be the period from the time the Return or Function Key or Pointing Device is depressed until the user device receives information for data located at the HCC.

Response Time *does not* include the duration of any of the following: (a) downtime; (b) time during System malfunction; (c) initial application loading; (d) application logon; (e) processing time on Authorized User's local network; (f) processing outside the System for transactions between the System and any other system; (g) interactions against the analytical data files; (h) transactions against a data base while it is being accessed for excessive reporting; (i) transactions that cross multiple patients or encounters that scan more than one thousand (1,000) table rows or insert, modify, or delete fifty (50) or more table rows or transactions being done by users performing large queries; (j) transactions over remote communication lines other than the primary link to Supplier' HCC; (k) transactions through devices operating through terminal emulation packages which interact with Supplier Applications; (l) wireless transactions; (m) interactions which access non-Supplier applications; (n) Authorized User-created queries; (o) Authorized User-created system customizations, or (p) transactions involving images greater than 60kb.

8.3. Data Capture and Measurement. After Authorized User notifies Supplier of a Response Time Failure, Supplier shall use a non-invasive web monitoring tool to capture Authorized User's end user Web Page traffic to verify Response Time.

8.4. Remedy. If there is a Response Time Failure, then Authorized User shall promptly notify Supplier in writing, describing the Response Time Failure and how it was determined. After receiving the notification, Supplier shall promptly investigate the problem and the extent the warranty was exceeded by analyzing transaction throughput and network traffic and review the results of this investigation with Authorized User and discuss the methodology and usage of the affected Applications. Supplier may

determine that performance will be improved by changes to Authorized User's operational procedures, premise network configuration, workstation configuration, or adaptations. If so, then Supplier shall convey such changes in writing. If Authorized User implements such changes, or if no changes are recommended, and the Response Time still exceeds the warranty and is Supplier' responsibility, then Supplier shall make changes to the Hardware configuration at the HCC at no additional charge to Authorized User. If Supplier demonstrates that Response Time was met, or that the Response Time Failure was not Supplier' responsibility, then Supplier shall provide Authorized User written notice in reasonable detail. If the Response Time was met or the Response Time Failure was not Supplier' responsibility, then Authorized User shall pay Supplier, at Supplier' then- current rates, for all services performed and expenses incurred by Supplier during the investigation and diagnosis.

8.5. System Environment. This warranty is contingent on the System Environment being as described in the Technology Requirements Specification and Authorized User's premise network supporting IEEE standards regarding local area network segment saturation and collision. Response time testing must be done by Authorized User on a dedicated workstation attached to a dedicated segment of Authorized User's network. Authorized User is also responsible for making any recommended changes to Authorized User's network as recommended by Supplier. The Applications shall be used in accordance with the Documentation, the Technology Requirements Specification, the Agreement and written instructions provided by Supplier or the appropriate supplier, or this Warranty will not apply. Any changes or additions to the System Environment, modifications, and regulatory changes, Adaptations which create additional applications or functions, or Custom Programming after the date of the Technology Requirements Specification may affect System requirements. Supplier reserves the right to have Authorized User remove such items and retest the System. Changes in Authorized User's volumes and statistics may also affect Response Time performance and may negate this Warranty. Upon request, Supplier shall provide Authorized User with a new Technology Requirements Specification reflecting said changes, and, provided Authorized User implements the requirements of said Technology Requirements Specification, this Warranty will remain in full force and effect. Notwithstanding any other provisions of this warranty, Authorized User remains responsible for obtaining and paying for any additional Hardware or Third Party Software as may be required under the Technology Requirements Specification or in response to regulatory changes, Updates, Releases, Versions, or optional net new functionality.

8.6. General. This Warranty is provided for the benefit of Authorized User only, for use of the System for the Facility. This Warranty sets forth Supplier' entire obligation and liability, and Authorized User's sole remedy, regarding Response Time for the Soarian ASP Applications.

9. SOARIAN ASP AVAILABILITY WARRANTY.

9.1. Availability. Supplier warrants that the production environment availability of each of Authorized User's Soarian Applications will equal or exceed 99.6%. Availability will be measured monthly over each consecutive calendar month using the following formula:

$$\text{Availability \%} = (\text{Basetime} - \text{Downtime}) \times 100 / \text{Basetime}$$

9.2. Definitions. See Contract, Section 2 above.

9.3. Remedy. If the Availability percentage is less than warranted, then Authorized User shall promptly notify Supplier, and Supplier shall promptly investigate the problem and the extent that the warranty was exceeded by analyzing Authorized User's utilization of the System and associated variables. Supplier shall review the results of this investigation with Authorized User and discuss the methodology and usage of the affected Applications. When Supplier diagnoses the problem, it may be

determined that performance will be improved by changes to Authorized User’s operational procedures or adaptations, and Supplier shall document these recommendations for consideration by Authorized User. If Authorized User implements such changes, or if no changes are recommended and the Availability is still less than Warranted Availability, then Supplier shall make changes to the Hardware configuration at the HCC at no additional charge to Authorized User. If Supplier demonstrates that Availability was met or that the failure was not Supplier’ responsibility, then Supplier shall provide Authorized User written notice in reasonable detail and Authorized User shall pay Supplier, at Supplier’ then-current rates, for all services performed and expenses incurred by Supplier during the investigation and diagnosis.

9.4. General. This warranty is contingent on Authorized User’s compliance with the Technology Requirements Specification and is based on the volumes and statistics provided by Authorized User listed in the Technology Requirements Specification. This warranty is provided for the benefit of Authorized User only, for use of the System for the Facilities identified. This Warranty sets forth Supplier’ entire obligation and liability and Authorized User’s sole remedy regarding Availability of the Soarian ASP Applications.

9.5 Credits for Availability Percentage Failure. If determined that Supplier failed to meet the Availability Warranty as outlined above in any one month, then as Authorized User’s sole remedy for such failure, Supplier shall provide Authorized User a credit against the following month’s application Monthly Fee as follows.

Availability %	Monthly Fee to be credited	Monthly Fee to be credited for 2 monthly failures within a rolling three month period
99.6% or greater	No Credit	No Credit
Less than 99.6% and greater than or equal to 99.3%	\$1,250	\$2,500
Less than 99.3 % and greater than or equal to 99.0%	\$2,500	\$5,000
Less than 99.0%	\$5,000	\$10,000

9.5.1 In the event that Availability is less than Warranted for 2 months in rolling three month period, Supplier and Authorized User will establish a Governance Team consisting of the Authorized User CIO or his or her designee and the Supplier VP of ASP services or his or her designee. This Governance Team will collaborate on improving service levels until Availability is within the warranted threshold.

10. ADJUSTMENTS TO ASP FEES.

10.1. Twenty-four (24) months following First Productive Use of any of the Applications in a Logical Grouping of Applications (as defined below) listed in a SOW, (the “Adjustment Point” for that Logical Grouping), Supplier shall review the actual data storage usage for the Applications in that Logical Grouping and, subject to Section 13.2 below, reset the Base Storage for those Applications to the higher of the initial Base Storage listed in the attached TRS for those Applications or Authorized User’s actual storage usage levels for those Applications at the time of the Adjustment Point for that Logical Grouping; that higher figure is the “Base Storage” for that Logical Grouping for purposes of this Section 13. For purposes of this Section, a “Logical Grouping” of Applications means (i) the Applications known as the

Soarian Clinical Applications or (ii) the Applications known as the Soarian Financials or (iii) the Applications known as Soarian Enterprise Document Management and HIM.

10.2 In the event that the statistics used for sizing such storage parameters for a Logical Grouping of Applications referenced in Section 13.1 above, namely statistics of the types provided by Authorized User and shown on the attached TRS, increased by more than five percent (5%) annually from the Agreement Effective Date to the Adjustment Point, the "Base Storage" for those Applications shall remain as initially listed in the attached TRS, and any additional actual storage usage above that listed amount for those Applications shall be treated as billable Additional Data Storage.

10.3. Following the Adjustment Point for a Logical Grouping of Applications, Supplier shall monitor data storage usage for that Logical Grouping on an ongoing basis, and, in the event that Authorized User's data storage usage for that Logical Grouping exceeds the Base Storage for that Logical Grouping, Authorized User will be charged for such Additional Data Storage at Supplier' then-current rates but in no event more than \$1.95 per gigabyte per month. Such additional charge shall be reflected as an increase in the Annual Soarian ASP Fees.



**EXHIBIT J MOBILE MD
CONTRACT NUMBER VA-121107-SMSU
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.**

Exhibit J is hereby incorporated into and made an integral part of Contract Number VA-121107-SMSU (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and SIEMENS MEDICAL SOLUTIONS USA, INC. (“Supplier”). In the event of any discrepancy between this Exhibit J and Contract No. VA-121107-SMSU, the provisions of Contract No. VA-121107-SMSU shall control, unless otherwise specified in Contract No. VA-121107-SMSU.

SIEMENS MOBILEMD SERVICE

1. **DEFINITIONS.** The following definitions apply only to the MobileMD Service:

1.1. "Business Partners" means those entities (e.g., referring hospitals, long-term care facilities, community health boards, insurance companies or labs) authorized to send and/or receive data from Authorized User or Practices and who execute a Subscription Agreement substantially in the form of Attachment A, and a Business Associate Addendum ("BAA") acceptable to Authorized User, prior to their use of or access to any MobileMD Service.

1.2. "Authorized User Departments" means those Authorized User service areas (i.e., lab, radiology, or cardiology) authorized to receive, access and/or send data from Business Partners or Practices and who are subject to Authorized User's terms of use.

1.3. "Data" means patient medical records and information (such as patient test results, laboratory results, operating room reports, emergency department reports, consults, and other similar data) in an amount that Authorized User would customarily provide to its Practices, Providers, Business Partners or Permitted Users prior to the Amendment Effective Date.

1.4. "HIE Service Commencement Date" or "HSC" means the date on which Authorized User sends the first Data to the Supplier MobileMD Service.

1.5. "Implementation Services" means the services that Supplier will provide in order to enable Authorized User's access to the MobileMD System in accordance with mutually agreed specifications for use with Authorized User's existing interface engine.

1.6. "MobileMD Services" means Supplier's use of the MobileMD System to provide Health Information Exchange ("HIE") and other services described in Attachment B attached hereto and to electronically transmit Data between Authorized User and participating Practices, Business Partners, Providers and/or Permitted Users in accordance with the terms contained herein following completion of the Implementation Services or any subsequent PSR related to this Exhibit.

1.7. "MobileMD System" or "System" means the MobileMD HIE Service as described in Attachment B and any other software identified by Supplier in this Exhibit.

1.8. "Participants" means, individually and collectively, Business Partners, Providers and Practices.

1.9 "Permitted Users" means Authorized User Departments, Participants, and Participants' employees, agents, independent contractors and any other individuals to whom Authorized User grants access to the MobileMD System upon execution of a Permitted User Access Agreement.

1.10 "Permitted User Access Agreement" means the "terms of use" in Attachment C, below, that must be agreed to by Subscriber and by all Permitted Users prior to being granted access to the MobileMD System.

1.11 "Practices" means Commonwealth of Virginia community service boards, physician practice groups, or other medical groups that are affiliated with and authorized to receive and/or send data from Authorized User and who execute a Subscription Agreement substantially in the form of Attachment B below, and a BAA acceptable to Authorized User, prior to their use of or access to any MobileMD Service.

1.12. "Provider" means a person who is assigned one of the connections issued to Authorized User as referred to in the attached Attachment A and who is authorized to receive data from Authorized User and who executes a Subscription Agreement.

1.13 "Subscription Agreement" means the contract between Authorized User and Participants that (i) is based substantially on the template in Attachment B below, (ii) authorizes the sending, receiving and use of Data through the MobileMD System, and (iii) includes the required pass-through provisions in Attachment A to this Exhibit.

2. **GRANT OF ACCESS.** Acting as Authorized User's Application Service Provider ("ASP"), Supplier grants Authorized User access to the MobileMD Service for the fees listed in Exhibit B to the Contract throughout the Support Term under the SOW between the Authorized User(s) and Supplier.. The MobileMD System shall be used by Authorized User and Participants solely for their internal business purposes and only for access and use granted under this Exhibit relating to the transmission of Data to and from Practices, Business Partners, Providers and Permitted Users, and Authorized User shall not sell, assign, issue, subscribe, rent, lease, lend or otherwise transfer access to or use of the MobileMD Service to any third party. Supplier may perform all services hereunder from its own facilities, and the MobileMD System shall be hosted at Supplier' data center or at some other location designated by Supplier ("Data Center"). Nothing herein shall grant Authorized User any right to receive, install or otherwise possess the MobileMD System at any time during or after the Support Term. Supplier may provide all such services through its employees or through independent contractors, as determined by Supplier and as long as Supplier assumes responsibility for independent contractors' deliverables.

3. ACCESSIBILITY AND USE OF THE SYSTEM. Authorized User is solely responsible for establishing and maintaining internet connections to use the MobileMD Service (including, without limitation, a VPN), software licenses, and internet system accounts as may be required in order for Authorized User, Practices, Providers and Business Partners to access the MobileMD Service by means of an internet connection. In addition, Authorized User shall be solely responsible to ensure proper security of its interface engine and internal computer system. Authorized User shall populate the Data with all necessary and accurate information required in order to ensure that the Data be directed only to those authorized to receive such Data under this Amendment. Authorized User acknowledges and agrees that, depending on the service provided to Authorized User, Authorized User and each participating Practice, Provider or Business Partner may be responsible for obtaining and maintaining software necessary for use of the MobileMD Service.

4. USE OF MOBILEMD SERVICES FOR PRACTICES, PROVIDERS AND BUSINESS PARTNERS. Authorized User shall be solely responsible for enrolling Practices, Business Partners, Providers and Permitted Users to receive access to and use of the MobileMD Service. Supplier shall enable access for Participants upon receipt of an order form and payment (if any – See Contract, Exhibit B). Upon Supplier's request, Authorized User will provide copies of any or all fully executed Subscription Agreements and/or fully executed Permitted User Access Agreements.

5. DELIVERY AND IMPLEMENTATION. Authorized User shall take delivery of the MobileMD Service within the timeframe set forth in the applicable SOW or, in any event, Delivery will be deemed to have occurred when Authorized User is able to send or receive data via the MobileMD Service. Supplier shall configure the MobileMD Service for Authorized User's use with its existing interface engine and Electronic Medical Record ("EMR") system and shall provide configuration of Authorized User preferences and document type mapping in accordance with an implementation plan.

6. SUPPORT. Support for the MobileMD Service will be provided by Supplier in accordance with the support and services description set forth in Exhibit H of the Contract.

7. MOBILEMD SERVICE OBLIGATIONS. Supplier considers the MobileMD Service to be a service and not an Application. However, for all purposes of the Contract and this Exhibit, the MobileMD Service and integral components thereof shall be treated in all respects as a listed Application and Deliverables and each party shall be entitled to the benefit of all obligations of the other party provided in the Contract with respect to Applications and Deliverables, including, without limitation, warranties and indemnities provided in the Contract, except as stated in the following:

(a) Supplier is not granting a license to the MobileMD Service; rather that service is provided on a subscription basis only;

(b) Source code for the MobileMD Service is not included in the source code escrow agreement in Exhibit C of the Contract and is not licensed or delivered to customers;

(c) The right to access the MobileMD Service does not survive expiration or termination of Support (Ex. H) or the Agreement; and

(d) Supplier shall provide Supplemental Support Services for support issues relating to the MobileMD Service by Authorized User in connection with services that are found to be external to the MobileMD Service or any Supplier Applications.

8. BUSINESS ASSOCIATE ADDENDUM. As between Authorized Users and Supplier, the BAA-provisions in Section 17D of the Contract shall apply. Authorized Users shall be responsible for obtaining Business Associate Agreements ("BAAs") with all Participants.

9. GENERAL.

(a) As required by 42 CFR 1001.952(g) and (h), Authorized User must, where applicable, fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this Amendment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this Amendment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

(b) No provisions of any Authorized User purchase order shall apply. As amended, the Contract shall remain in full force and effect. Each person signing below certifies that he or she is authorized to bind their respective party to all terms of this Exhibit.

ATTACHMENT A to EXHIBIT J

Required Pass-through Terms

The following provisions must be included in all Subscriber Agreements.

1. **Terms and Conditions of Use of System.**

1.1 Conditions of Access. Supplier is supplying the Software and related services to Authorized Users for the benefit of Business Partners, Providers and Practices (individually and collectively, "Participants") that enter into Subscriber Agreements with Authorized Users. As a condition of accessing the System, each Participant agrees, and ensures that all of the Participant's Permitted Users agree, to the acknowledgements and disclaimers in this Attachment A. For purposes of this Attachment A, "you" and "your" mean the Participant requesting a password to use the System, and "use" means any or all of the following: (a) receiving, accessing, displaying, printing and saving data by means of the System; (b) entering data into the System; or (c) exchanging data with other Participants by means of the System.

1.2 Acknowledgments and Disclaimers by Participants. As between you and Supplier, you agree that you are responsible for the compliance by all of your Permitted Users with the terms below.

a. You are solely responsible for your use of the System and for the accuracy and adequacy of information and data furnished for processing. You have full responsibility for the care and well-being of patients and any reliance by you upon the System, Data, or information provided by the System will not diminish that responsibility.

b. You shall not use the System in any unauthorized manner or in any manner not in accordance with the Documentation delivered with the Service. .

c. Supplier makes no representations or warranties directly to you with regard to the System. All warranties regarding the System are made by Supplier to Authorized Users. Accordingly, you agree that Supplier shall have no liability to you or your Permitted Users. Without limiting the foregoing, to the extent permitted by law and except for liability or obligations of Supplier that may arise by operation of law, neither Supplier nor its subcontractors shall be responsible to you for personal injury or death that may occur as a result of your use of the System.

d. You agree to use all reasonable efforts to perform and to cause your Permitted Users, employees and agents, if any, to perform all implement-related tasks assigned to you in the System implementation work plan, according to and within timeframes set forth in a Statement of Work to be agreed to by you, the Authorized User and Supplier.

e. You acknowledge and agree that all training, support and other information about the System will be provided to you by or on behalf of the Authorized User.

f. You are responsible for the manner in which you use the System, including the policies and procedures you establish to protect the security of your Data, computer network and other facilities, the content you place on servers hosting the System, the Data you send through the Internet; and all other matters related to how you use the System.

g. You may not: rent, lease, lend or host any portion of the System, nor may you reverse engineer, de-compile or disassemble any portion of the System, except to the extent expressly permitted by applicable law despite this limitation.

h. For the avoidance of doubt, you acknowledge that Supplier is not your business associate, as that term is defined in HIPAA and the HITECH Act.

i. You acknowledge and agree that Supplier may suspend or terminate your access to the System, or require your participation in the creation of a remediation plan, in the event that you breach Supplier's confidentiality rights, intellectual property rights, or if you cause any harm to or malfunction of the System.

j. You are solely responsible for your security policy, including but not limited to choosing the necessary services to comply with technical or regulatory requirements and establishing and using any passwords, access codes, firewall rule sets or other means necessary to restrict access to your computers, servers, or other equipment connected to the System, and for safeguarding content, including Data, from loss, corruption, disclosure or misappropriation.

k. You acknowledge and agree that you are not a third party beneficiary of the either the Statement of Work between Supplier and the Authorized User(s), or the Electronic Health Records Information Technology Solution Contract between Supplier and the Virginia Information Technologies Agency.

l. You agree not to use or permit the System or any components of the System to be used: (a) in violation of any applicable national, state, or local laws or regulations, including without limitation U.S. export laws or any laws governing the content that you make available via the System; or (b) in ways that infringe the rights of others, or interfere with other users or networks. While Supplier will give you prior notice to the extent practicable under the circumstances, Supplier may suspend access to the System (or any part thereof) to you without notice in the event that Supplier believes that your use (or any of your Permitted Users' use) of the Software is in violation of this Section.

m. The rights and responsibilities in this document are not transferrable to any third person or party, except in the event of a merger, acquisition or consolidation; provided you provide prompt written notice of the event to Authorized User (Authorized User will promptly forward all such notices to Supplier).

n. You and Authorized User agree that Supplier is a third party beneficiary of the Subscriber Agreement between you and the Participants, for purposes of enabling Supplier to enforce the provisions of this Attachment A.

**ATTACHMENT B to EXHIBIT J
SUBSCRIPTION AGREEMENT TEMPLATE
SIEMENS MOBILEMD HEALTH INFORMATION EXCHANGE**

Subscriber:

Company Name:	
Address:	
Contact Person:	
Phone:	
EMR/Clinician Portal (If Applicable)	

Authorized User:	
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Supplier:	Siemens Medical Solutions USA, Inc.
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Effective Date of Subscription Agreement: _____

Subscription Services:

Subscriber identified above ("Subscriber") and _____ ("Authorized User") hereby enter into and agree to the terms and conditions of this Supplier MobileMD Health Information Exchange Subscription Agreement ("Subscription Agreement") with respect to its payment obligations and certain other representations and warranties set forth herein. Subject to the terms and conditions of this Subscription Agreement, Authorized User will facilitate, through the MobileMD Health Information Exchange ("HIE System"), certain implementation services and processing services to Subscriber in order for Subscriber and its Permitted Users to transmit Data as described in the Subscription Service Terms of Use (Exhibit 1 to this Subscription Agreement).

Subscriber's subscription shall begin on the Effective Date identified above and shall continue for twelve (12) consecutive months. Thereafter, the subscription shall automatically renew for consecutive 12-month periods (each 12-month term is a "Subscription Period") unless a party notifies the other parties in writing of its intent not to renew this Subscription Agreement at least ninety (90) days prior to the end of the then-current Subscription Period.

This Subscription Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. This Subscription Agreement constitutes the entire agreement of the parties on the subject matter hereof and supersedes all prior or contemporaneous written and verbal agreements. This Subscription Agreement may only be modified by a writing signed by Subscriber and Authorized User.

To show their agreement to these terms, and intending to be legally bound, Subscriber and Authorized User hereby execute this Subscription Agreement as of the Effective Date specified above.

Subscriber:

Signature:

Name:

Title:

Date:

Authorized User

Signature:

Name:

Title:

Date:

**EXHIBIT 1 TO SUBSCRIPTION AGREEMENT
SUBSCRIPTION SERVICE TERMS OF USE**

These Terms of Use are hereby agreed to between Supplier and Authorized User and are incorporated as a part of and into the Subscription Agreement.

1. SERVICES. Subject to the terms and conditions of Exhibit J, Supplier will provide the following services to the Subscriber (collectively, the “Services”):

1.1. Implementation Services. Authorized User will engage Supplier to configure its Supplier Health Information Exchange for use with the Subscriber’s existing interface engine and/or EMR system (the “Subscriber Interface”) and provide configuration of preferences, elections and document type mapping in support of interface deployment (collectively, the “Subscriber Implementation Services”) as follows:

- Subscriber’s current interface engine and/or EMR system:

- Foreign systems to be interfaced with HIE: _____

1.2. Processing Services. Subscriber will is hereby granted the right to process its Data through the HIE during the Subscription Period. As used herein, “Data” means patient medical records and related documentation used for clinical diagnosis and treatment for a broad array of clinical conditions (such as patient test results, Labs, OR reports, Emergency Department Reports, Consults, orders, referrals and other similar data). Authorized User will provide a call support line for Subscriber related to these services. All of these services are collectively referred to as the “Processing Services.” Subscriber shall receive all Data via its EMR system, which system should be configured by Subscriber to store and distribute such information to the appropriate and authorized individuals. Subscriber shall also be responsible to ensure proper privacy and security of such EMR system and Data and appropriate and authorized distribution of such Data from its EMR system.

1.3. Additional Provisions. Apart from the foregoing Services (and apart from permitting Subscriber physicians to remotely view appropriate patient files through the Subscriber’s web-based portal as an authorized user if such physicians enter into an agreement with the Authorized User’s affiliate), Authorized User will not be providing the Subscriber with any other items or services used to create, maintain, transmit, or receive medical records. In addition, in no event will Authorized User be providing the Subscriber with any hardware, software, or broadband, T-1 lines or internet services. Further, the parties acknowledge that the Services provided hereunder do not include the staffing of any of the Subscriber’s offices and are not used to conduct personal business or business unrelated to the Subscriber’s medical practice.

2. Restrictions. The Services will be provided only to Subscriber for use by its Permitted Users to publish, retrieve and process Data for Subscriber’s valid business purposes. Subscriber shall not, directly or indirectly, use the Services to provide any Data or information to any third party that is not connected to the same HIE as Subscriber.

3. Accessibility. Subscriber is solely responsible, and at its own cost, for establishing and maintaining internet connections to receive Data via the MobileMD System, as well as for paying for, maintaining and ensuring the compatibility of all software, software licenses, and internet accounts as may be required in

order for Subscriber to receive the Services by means of an internet connection. Authorized User's only guarantee or warranty with respect to specific uptime or availability of the service is made under separate agreement with the Subscriber. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT NEITHER AUTHORIZED USER NOR THE SUPPLIER IS OR WILL BE RESPONSIBLE FOR ANY DAMAGES ARISING FROM SUBSCRIBER'S USE OF OR THE RECEIPT OF SERVICES HEREUNDER OR ITS INABILITY TO OBTAIN DATA THROUGH THE MOBILEMD SYSTEM FOR ANY REASON.

4. Ownership. Supplier owns and retains all right, title and interest in and to its Supplier Health Information Exchange and all software comprising the MobileMD System and used to provide the Services (including but not limited to any software, images, photographs, animations, video, audio, music, text, and "applets" used by Supplier with respect to the Services) and all copies thereof, including, without limitation, derivative works or compilations thereof, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and other proprietary information. All rights not expressly granted to Subscriber or Authorized User are reserved by Supplier. Supplier is hereby deemed a third party beneficiary of this Subscriber Agreement for purposes of enforcing its intellectual property, confidentiality, and warranty disclaimer rights.

5. Termination. In the event of termination or expiration of this Subscription Agreement, this Section 5, the warranty disclaimer in Section 8 below, and Sections 4, 6, 7, 9, 10, 11 and 12 shall survive. Upon any termination or expiration of this Subscription Agreement for any reason, Subscriber will return to Authorized User any and all physical media, documentation and any other materials Subscriber received from Supplier within thirty (30) days after the date of such termination or expiration.

6. Subscriber Warranties. Subscriber represents and warrants that Subscriber is and will remain authorized to receive Subscriber Data and that it shall deliver and disclose Subscriber Data only to those individuals authorized to receive such Data. Subscriber represents and warrants that in receiving and using the Data it will comply with all applicable federal, state, and local laws, rules, and regulations (collectively, "Laws"), including, without limitation any Laws relating to the confidential treatment of such Data such as the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA") and the accompanying federal privacy and security regulations as contained in 45 CFR Part 160 and 164 (the "Federal Privacy & Security Regulations"). Subscriber agrees to cooperate with Authorized User in the event that Authorized User requests assistance or information, on its own behalf or on behalf of Supplier, in complying with HIPAA, the Federal Privacy & Security Regulations, the Business Associate Addendum between Subscriber and Authorized User, and all other federal and state laws and regulations that may apply to this transaction. In the event that Subscriber receives Data which it is not authorized to receive, Subscriber shall immediately inform Authorized User of its receipt of such Data. All warranties made by Subscriber to Authorized User shall also be deemed made by Subscriber to Supplier.

7. Data. Subscriber acknowledges and agrees that neither Authorized User nor Supplier will monitor or inspect the Data or any other information transmitted to Subscriber or published by Subscriber on the HIE. In addition neither Authorized User nor Supplier will have any responsibility or liability with respect to any (i) corruption, loss or mis-transmission of the Data unless caused by Supplier' negligence or willful misconduct, (ii) any defective processing of the transactions unless caused by Supplier' negligence or willful misconduct; (iii) any inputting or entry of information by Subscriber or any of its Providers; or (iv) record keeping by Subscriber or any of its Providers; unless caused by Supplier' gross negligence or willful misconduct.

8. Authorized User Warranties. Authorized User warrants that all Services provided to Subscriber under this Subscription Agreement will be performed in a professional, competent and businesslike manner. The limited warranty provided herein is contingent upon Subscriber notifying Authorized User in writing, within ten (10) business days of the provision of the applicable services, of a breach of this warranty detailing the nature and circumstances of any alleged breach of warranty. In the event of a

breach of this warranty, as Subscriber's sole initial remedy, Authorized User shall promptly cause the applicable Services to be re-performed and shall make other reasonable efforts to correct or cure said breach, at no cost to Subscriber. If Authorized User fails to promptly initiate such remedies or the foregoing remedies fail their essential purpose, then Subscriber may pursue remedies against Authorized User for such breach.

WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH ABOVE, SUBSCRIBER ACKNOWLEDGES THAT NO WARRANTIES HAVE BEEN MADE BY AUTHORIZED USER TO SUBSCRIBER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES DELIVERED HEREUNDER. AUTHORIZED USER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA. IN ADDITION, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT INCLUDE, AND THAT AUTHORIZED USER WILL NOT PROVIDE TO SUBSCRIBER, ANY MEDICAL OR RISK MANAGEMENT ADVICE, AND THAT SUBSCRIBER MUST EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE SERVICES TO PATIENTS. AUTHORIZED USER SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY ERRORS MADE BY SUBSCRIBER IN THE COURSE OF ITS MEDICAL PRACTICE.

9. Limitation of Remedies. The remedy for Authorized User's and/or Supplier's breach of any provision of this Subscription Agreement is repair, re-performance, or replacement facilitated by Authorized User, as Authorized User chooses. If breach cannot be remedied by repair, re-performance, or replacement by or through Authorized User, or if a repair, re-performance, or replacement remedy is not applicable, then Authorized User shall be liable to Subscriber, only for direct damages, and only in the aggregate up to \$10,000. The limits of this Section 9 shall not apply to third party claims brought against Subscriber, including claims regarding bodily injury (including death) and tangible property damage, to the extent caused by the negligence or intentional misconduct of Supplier. Except to the extent another remedy is imposed by or available to the Authorized User under applicable law, this Section 9 (Limitation of Remedies) states the exclusive remedy for any cause whatsoever against Authorized User and Supplier, regardless of the form of action, whether based in contract, tort, strict liability, or any other theory of law. The parties to this Subscription Agreement have entered into this Subscription Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages set forth in this Subscription Agreement, and that the same form an essential basis of the bargain between the parties.

10. DAMAGE WAIVER. THE PARTIES EXPRESSLY AGREE THAT INDEPENDENT OF THE EXCLUSIVE REMEDIES EXPRESSED IN SECTION 9 (LIMITATION OF REMEDIES), NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES REGARDLESS OF WHETHER THE PARTY IN BREACH WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES; NOR FOR LOSS OF IN-HOUSE STORED, RECORDED OR TRANSMITTED DATA. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS SUBSCRIPTION AGREEMENT AND SHALL BE EFFECTIVE EVEN IN THE EVENT OF THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

11. Indemnity. Subscriber shall defend Authorized User and Supplier and their respective officers, directors, employees, agents, affiliates and suppliers (collectively, "Supplier Indemnitees") from and against all suits, demands, claims, or other legal actions ("Claims") asserted against the Supplier Indemnitees by any third party arising from or relating to Subscriber's breach of any of its representations, warranties or obligations contained herein and shall indemnify and hold the Supplier Indemnitees harmless from and against any liabilities, costs, damages, or expenses (including, without limitation, attorney's fees and expert witness fees) arising therefrom, except to the extent of Supplier's and/or the Authorized User's negligence, gross negligence, willful misconduct, or recklessness.

11. Compliance; Savings Clause.

11.1. The Authorized User, Supplier and the Subscriber agree and acknowledge that they are entering into this Subscription Agreement for the primary purpose of better coordination of care for patients and improvement of health quality, efficiency and/or research. Supplier and the Authorized User hereby represent and warrant to Subscriber that neither Supplier nor the Authorized User shall (i) take any action to limit or restrict the use or compatibility of the Services with the electronic prescribing or electronic health care systems used by Subscriber; or (ii) restrict or take any action to limit the Subscriber's right or ability to use the Services for any of its patients consistent with the express terms of this Subscription Agreement.

11.2. The Subscriber hereby represents and warrants to the Authorized User that the Subscriber and its physicians, employees and staff (i) have not made and will not make the receipt of the Services hereunder, or the amount or nature of the Services hereunder, a condition of doing business with the Authorized User; and (ii) do not already possess Services that are equivalent to the Services being provided hereunder.

11.3. The Authorized User and the Subscriber acknowledge and agree that neither the eligibility of the Services, nor the amount or nature of the Services is determined in a manner that takes into account the volume or value of referrals or other business generated between them. No part of this Subscription Agreement shall be construed to require, induce, encourage, solicit or reimburse the referral of any patients or business, including any patients or business funded in whole or in part by any state or federal health care program. No payment made or any donations provided under this Subscription Agreement shall be in return for the referral of patients or business, including those paid in whole or in part by any state or federal government programs. The Authorized User, the Subscriber and Supplier hereto acknowledge and agree that the Services for which the parties have contracted hereunder do not exceed those that are reasonable and necessary for the legitimate business purposes of the arrangement contemplated herein.

11.4. The Authorized User will issue any necessary tax forms in connection with this Subscription Agreement, including, without limitation, a 1099, if it determines that such forms are required by the Internal Revenue Service or any state or local taxing agency.

11.5. If in the reasonable opinion of the Authorized User, Supplier or the Subscriber that any aspect of this Subscription Agreement may violate any federal or state statute or regulation or any other applicable laws, then any of them may notify the others and the Authorized User, Supplier and Subscriber shall promptly undertake efforts to renegotiate the questionable provision(s). If they are unable to renegotiate in good-faith within a reasonable time thereafter (not to be less than sixty (60) days after the notification), then the Authorized User, Supplier or the Subscriber may terminate this Subscription Agreement upon written notice to the others. NEITHER SUPPLIER NOR THE AUTHORIZED USER WILL HAVE ANY LIABILITY DUE TO SUCH TERMINATION.

12. Terms and Conditions of Use of System.

12.1 **Conditions of Access.** Supplier Medical Solutions USA, Inc. is supplying the Software and related services to Authorized Users for the benefit of Business Partners, Providers and Practices (individually and collectively, "Participants") that enter into Subscriber Agreements with Authorized Users. As a condition of accessing the System, each Participant agrees, and ensures that all of the Participant's Permitted Users agree, to the acknowledgements and disclaimers in this Section 12. For purposes of this Section 12, "you" and "your" mean the Participant requesting a password to use the System, and "use" means any or all of the following: (a) receiving, accessing, displaying, printing and saving data by means of the System; (b) entering data into the System; or (c) exchanging data with other Participants by means of the System.

12.2 Acknowledgments and Disclaimers by Participants. As between you and Supplier, you agree that you are responsible for the compliance by all of your Permitted Users with the terms below.

a. You are solely responsible for your use of the System and for the accuracy and adequacy of information and data furnished for processing. You have full responsibility for the care and well-being of patients and any reliance by you upon the System, Data, or information provided by the System will not diminish that responsibility.

b. You shall not use the System in any unauthorized manner or in any manner not in accordance with the Documentation delivered with the Service.

c. Supplier makes no representations or warranties directly to you with regard to the System. All warranties regarding the System are made by Supplier to Authorized Users. Accordingly, you agree that Supplier shall have no liability to you or your Permitted Users. Without limiting the foregoing, to the extent permitted by law and except for liability or obligations of Supplier that may arise by operation of law, neither Supplier nor its subcontractors shall be responsible to you for personal injury or death that may occur as a result of your use of the System.

d. You agree to use all reasonable efforts to perform and to cause your Permitted Users, employees and agents, if any, to perform all implement-related tasks assigned to you in the System implementation work plan, according to and within timeframes set forth in a Statement of Work to be agreed to by you, the Authorized User and Supplier.

e. You acknowledge and agree that all training, support and other information about the System will be provided to you by or on behalf of the Authorized User.

f. You are responsible for the manner in which you use the System, including the policies and procedures you establish to protect the security of your Data, computer network and other facilities, the content you place on servers hosting the System, the Data you send through the Internet; and all other matters related to how you use the System.

g. You may not: rent, lease, lend or host any portion of the System, nor may you reverse engineer, de-compile or disassemble any portion of the System, except to the extent expressly permitted by applicable law despite this limitation.

h. For the avoidance of doubt, you acknowledge that Supplier is not your business associate, as that term is defined in HIPAA and the HITECH Act.

i. You acknowledge and agree that Supplier may suspend or terminate your access to the System, or require your participation in the creation of a remediation plan, in the event that you breach Supplier's confidentiality rights, intellectual property rights, or if you cause any harm to or malfunction of the System.

j. You are solely responsible for your security policy, including but not limited to choosing the necessary services to comply with technical or regulatory requirements and establishing and using any passwords, access codes, firewall rule sets or other means necessary to restrict access to your computers, servers, or other equipment connected to the System, and for safeguarding content, including Data, from loss, corruption, disclosure or misappropriation.

k. You acknowledge and agree that you are not a third party beneficiary of the either the Statement of Work between Supplier and the Authorized User(s), or the Electronic Health Records Information Technology Solution Contract between Supplier and the Virginia Information Technologies Agency.

l. You agree not to use or permit the System or any components of the System to be used: (a) in violation of any applicable national, state, or local laws or regulations, including without limitation U.S. export laws or any laws governing the content that you make available via the System; or (b) in ways that infringe the rights of others, or interfere with other users or networks. While Supplier will give you prior notice to the extent practicable under the circumstances, Supplier may suspend access to the System (or any part thereof) to you without notice in the event that Supplier believes that your use (or any of your Permitted Users' use) of the Software is in violation of this Section.

m. The rights and responsibilities in this document are not transferrable to any third person or party, except in the event of a merger, acquisition or consolidation; provided you provide prompt written notice of the event to Authorized User (Authorized User will promptly forward all such notices to Supplier).

n. You and Authorized User agree that Supplier is a third party beneficiary of the Subscriber Agreement between you and the Participants, for purposes of enabling Supplier to enforce the provisions of this Section 12.

13. General. This Subscription Agreement shall, for all purposes, be construed, governed by and enforced solely and exclusively in accordance with the laws of the Commonwealth of Virginia, without giving effect to its conflict of law provisions. Any litigation related in any way to this Subscription Agreement or the MobileMD System and/or Services shall be brought in the courts of the Commonwealth. Notwithstanding anything in this Subscription Agreement, Supplier or the Subscriber may at any time seek injunctive relief to enforce its rights under this Subscription Agreement. This Subscription Agreement shall bind Subscriber and its successors and assigns but shall not be assignable, sublicensable or delegable by Subscriber except with Supplier's prior written consent. Any such purported assignment, sublicense or delegation without such consent shall be void. If any provision of this Subscription Agreement is determined to be invalid or unenforceable to any extent when applied to any person or circumstance, the remainder of this Subscription Agreement and the application of such provision to other persons or circumstances or to another extent shall not be affected and shall remain in full force. No modification of this Subscription Agreement will be effective unless in a subsequent writing signed by Supplier, the Subscriber, and Authorized User. No waiver of any rights under this Subscription Agreement will be effective unless in a writing signed by Supplier, the Subscriber, and the Authorized User, and such waiver is only effective for the specific instance referenced in such writing. This Subscription Agreement shall control over any other communication submitted by Subscriber, and Supplier hereby objects to any additional terms in any such communication. No party shall be responsible for any delay or failure of performance resulting from causes beyond its control. This Subscription Agreement, including all exhibits, appendices and any other agreements referenced or contemplated herein, constitutes the entire agreement among Subscriber, Supplier, and the Authorized User and supersedes any prior or contemporaneous written or oral agreement concerning the subject matter hereof.

ACCEPTED AND AGREED:

SUBSCRIBER:

SIGNATURE:

NAME:

TITLE:

DATE:

ATTACHMENT C to EXHIBIT J
PERMITTED USER AGREEMENT
SIEMENS MOBILEMD HEALTH INFORMATION EXCHANGE

SIEMENS MOBILEMD SERVICE SUBSCRIBER USER TERMS OF USE

These terms govern the use of Supplier MobileMD Service (the “Service”) by an employee of a Subscriber (referred to as “User” or “You” throughout this document) to the Service. Your right to use the Service is subject to the terms of the Subscriber’s agreement with Supplier, and to your understanding of, compliance with, and consent to the following terms and conditions, which cannot be varied, altered or amended.

1. Restrictions. The Services will be provided only to the User. You shall not, directly or indirectly, use the Services to provide any Data or information to any third party.

2. Accessibility. The Subscriber is solely responsible, and at its own cost, for establishing and maintaining internet connections to receive Data via the MobileMD System, as well as for paying for, maintaining and ensuring the compatibility of all software, software licenses, and internet accounts as may be required in order for Subscriber to receive the Services by means of an internet connection. Supplier’ only guarantee or warranty with respect to specific uptime if any, or availability of the service is made under separate agreement with the Health System. **YOU ACKNOWLEDGE AND AGREE THAT NEITHER SUPPLIER NOR THE HEALTH SYSTEM IS OR WILL BE RESPONSIBLE FOR ANY DAMAGES ARISING FROM YOUR USE OF OR THE RECEIPT OF SERVICES HEREUNDER OR YOUR INABILITY TO OBTAIN DATA THROUGH THE MOBILEMD SYSTEM FOR ANY REASON.**

3. Passwords. You will be required to use one or more passwords, which shall be issued to you by Supplier. You agree to maintain such passwords in strict confidence. You shall not provide passwords to any third party or otherwise offer or facilitate any third party access to or use of the Service. You shall be solely responsible for ensuring the security of such passwords and shall immediately inform Supplier in the event that you discover any misuse or misappropriation of a password or other unauthorized access to or use of the Services. In the event of a security breach, Supplier shall have the option to reissue or reactivate the passwords and to charge the Subscriber at its standard fees for such reissuance or reactivation only if such security breach was the fault of Subscriber.

4. Ownership. Supplier shall own and retain all right, title and interest in and to its Supplier Health Information Exchange and all software comprising the MobileMD System and used to provide the Services (including but not limited to any software, images, photographs, animations, video, audio, music, text, and “applets” used by Supplier with respect to the Services) (individually and collectively, the “Products”) and all copies thereof, including, without limitation, derivative works or compilations thereof, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and other proprietary information. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.

5. Termination. Without prejudice to any other rights, Supplier may terminate your rights to use the Service if you fail to comply with these terms and conditions. In the event of termination or cancellation of the Subscriber’s agreement with Supplier or Supplier’ agreement with the Health System under which the System is licensed, you must stop using and/or accessing the Service and destroy all copies of Supplier material and all of their component parts.

6. Data. You acknowledge and agree that Supplier will not monitor or inspect the Data or any other information transmitted to Subscriber, and that Supplier has no responsibility or liability with respect to any (i) corruption, loss or mis-transmission of the Data unless caused by Supplier' negligence or willful misconduct, (ii) any defective processing of the transactions; (iii) any inputting or entry of information by Subscriber or any of its Users; or (iv) record keeping by Subscriber or any of its Users.

7. Supplier Warranties. Supplier warrants that all services provided by Supplier under the Subscription Agreement will be performed in a professional, competent and businesslike manner. The limited warranty provided herein is contingent upon Subscriber notifying Supplier in writing, within ten (10) business days of the provision of the applicable services, of a breach of this warranty detailing the nature and circumstances of any alleged breach of warranty. In the event of a breach of this warranty, as Subscriber's sole initial remedy, Supplier shall promptly re-perform the applicable Services and make other reasonable efforts to correct or cure said breach, at no cost to Subscriber. If Supplier fails to promptly initiate such remedies or the foregoing remedies fail their essential purpose, then Subscriber may pursue remedies against Supplier for such breach.

WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH ABOVE, USER ACKNOWLEDGES THAT NO WARRANTIES HAVE BEEN MADE BY SUPPLIER TO USER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES DELIVERED HEREUNDER. SUPPLIER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA. IN ADDITION, USER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT INCLUDE, AND THAT SUPPLIER WILL NOT PROVIDE TO USER, ANY MEDICAL OR RISK MANAGEMENT ADVICE, AND THAT USER MUST EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE SERVICES TO PATIENTS. SUPPLIER SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY ERRORS MADE BY USER IN THE COURSE OF HIS OR HER MEDICAL PRACTICE.

8. General. These terms shall, for all purposes, be construed, governed by and enforced solely and exclusively in accordance with the laws of the Commonwealth of Virginia, without giving effect to its conflict of law provisions. Any litigation related in any way to this Permitted User Agreement or the MobileMD System and/or Services shall be brought in the courts of the Commonwealth. No party shall be responsible for any delay or failure of performance resulting from causes beyond its control.