

Service Specification for Surgical Capacity Optimization Service

Service Name	Service Number
Surgical Capacity Optimization Subscription Services 1 operating room	SVS820100
On-boarding Service	No specific Service Number

1. Service Provision

Supplier shall provide Customer with service specified in Section 4 (“Service”).

2. Structure of Service

Service consists of services set forth below. Service (a) is basic service (“Basic Service”) and service (b) is an optional service (“Optional Service”). Optional Service is subject to provision of Basic Service and shall be terminated at the same time when Basic Service is terminated.

- a. Surgical Capacity Optimization Subscription Services 1 operating room
- b. On-boarding Service

3. Prerequisites

- 3.1 Customer shall beforehand confirm the contents of function manual for the Service (“Function Manual”), in which functions to be provided in the course of Service (“Functions”) are detailed and which is separately delivered by Supplier to Customer. Function Manual may be updated by Supplier from time to time during Term.
- 3.2 Customer shall, at its own responsibility and expense, prepare environment necessary for usage of Service (“Customer System Environment”) as described in the Function Manual. Customer System Environment may include hardware, software, network and other infrastructure. If Customer is required to use software as a part of Customer System Environment, Customer shall use such software fully in compliant with its applicable end-user license agreement or equivalent and use latest version of such software, unless otherwise specified in Function Manual.
- 3.3 Customer shall designate one (1) contact person (“Customer Administrator”) who will communicate with Supplier as a single point of contact.
- 3.4 Customer shall submit to Supplier application form designated by Supplier.

4. Service

4.1 On-boarding Service

Item	Description
Adaptor Consulting	Guidance on creation of adaptor interface to EMR/EHR
Instance Deployment and Configuration	Deployment and configuration of Surgical Capacity Optimization and provision of access to Customer’s administrative user.
Test Customer’s Adaptor	Guidance on evaluation and testing of adaptor interface to EMR/EHR

Admin User Setup and Training	Administration function configuration and training
User Training	Training for Permitted Persons on how to use Surgical Capacity Optimization software as a service through a series of guided exercises

4.2 Basic Service

Service Feature	Description
Dashboard:	<ul style="list-style-type: none"> • Metrics: Block Utilization Rate, Prime-Time OR Utilization Rate • Facility: All facilities, individual facility • Timeframes: Current month projection, Current Month-to-Date, Previous Month, Previous 12 Months • Target, Inspirational Target
Analyze KPIs	<ul style="list-style-type: none"> • Day of Week Summary • Monthly Summary • Block Utilization Detail • Prime-Time OR Utilization Detail
Recommendations	<ul style="list-style-type: none"> • Search Criteria <ul style="list-style-type: none"> ○ By facility ○ By month • Metrics <ul style="list-style-type: none"> ○ Facility Avg Monthly Block Hours Allocated ○ Facility Block Utilization ○ Facility Avg Monthly Open Full Prime-Time OR Slots • Recommendations and Predicted Impact <ul style="list-style-type: none"> ○ Surgeon ○ Recommendations ○ Surgeon Metrics <ul style="list-style-type: none"> ▪ Applicable Rules ▪ Avg Monthly Block Hours Allocated <ul style="list-style-type: none"> • Actual • Proposed ▪ Block Utilization <ul style="list-style-type: none"> • Actual • Proposed ○ OR Usage vs Assigned ○ Facility Metrics <ul style="list-style-type: none"> ▪ Avg Monthly Hours Allocated to Blocks ○ Block Utilization ○ Avg Monthly Open Full Prime-Time OR Slots
Surgeon Use Profile	<ul style="list-style-type: none"> • By facility • Start/End dates

<p>Design Block Schedule</p>	<ul style="list-style-type: none"> • By facility • Start date • Provider decisions <ul style="list-style-type: none"> ○ Number of ORs to block for Emergency use ○ Protect blocks for selected surgeons ○ Allow the model to assign (new) block time to surgeons based on their out of block surgery time • Resources decisions <ul style="list-style-type: none"> ○ Change OR schedule ○ Change devices availability ○ Change team availability
<p>Manage Block Schedules</p>	<ul style="list-style-type: none"> • Name • Status • Last Modified • Explore • Avg Monthly Block Hours Allocated: Actual, Proposed • Block Utilization: Actual, Proposed • Avg Monthly Open Full Prime-Time OR Slots: Actual, Proposed • Action: Edit, Rename, Export, Copy, Delete, Run, Cancel
<p>App Settings</p>	<ul style="list-style-type: none"> • Transformation Settings <ul style="list-style-type: none"> ○ KPI Target Setting <ul style="list-style-type: none"> ▪ Block Utilization Rate ▪ Block Utilization Rate Colors ▪ Prime-Time OR Utilization Rate ▪ OR Utilization Rate Colors ▪ FTE/Unit of Service ▪ FTE/Unit of Service Colors ○ Prime-Time OR Settings <ul style="list-style-type: none"> ▪ Prime-time weekdays ▪ Prime-time start ▪ Prime-time end ▪ Include credits for turnover time <ul style="list-style-type: none"> • Target Turnover Time (mins) • Turnover Time Cap (mins) ○ Surgeon's Block Settings <ul style="list-style-type: none"> ▪ Block Sizes (hours) ▪ Include credits for turnover time ▪ Target Turnover Time (mins) ▪ Include credits for voluntarily-released blocks • App View Settings <ul style="list-style-type: none"> ○ Table View Settings <ul style="list-style-type: none"> ▪ Default Number of Rows in Table
<p>Admin Module</p>	<ul style="list-style-type: none"> • Provisioning of accounts for Permitted Persons • Configuration of the adaptor • Configuration of Customer's logo

5. Operational Hours

Subject to the terms and conditions of this Agreement, Service shall be provided 24 hours a day, 365 days a year, unless otherwise designated in this Agreement.

6. Support

Support for the Services: Fujitsu provides the help desk that receives inquiries or requests for assistance and responds to them. Details of this help desk are as follows:

Item	Description
Support method	Email Fujitsu will inform the Customer of a Fujitsu's email address for the help desk service.
Type of Acceptable Support Requests	<ul style="list-style-type: none"> • Questions on how to use the product • Consultative questions • Questions regarding data issues • Potential defect reporting • Potential enhancement requests
Language	English
Limitations	Inquiries related to the following matters are outside the scope of the help desk: <ul style="list-style-type: none"> • Guaranteed tailored response to all support requests. • Inquiries which require Fujitsu to access the Customer's instance of Surgical Capacity Optimization. Discussions must use screen sharing. • Discussion patient-specific information

7. Term

The Term of the Service is as follows:

		Note
Initial Term	1 year	
Commitment period	N/A	
Renewal Procedure	Same as GTC	

8. Customer Obligations

8.1 Customer shall be responsible for use and management of ID and password and any charges incurred by use of ID and password shall be borne by Customer. Supplier shall not be liable or otherwise responsible for any damage incurred by Customer arising from use of ID and password by any third party.

8.2 Customer shall maintain Customer System Environment at its own responsibility and expense, with taking appropriate security measures.

9. Special Terms

Capitalized terms used in this and associated documents will have the following meanings:

9.1 Definitions

“Documentation” means the instructions and other content provided to Customer as part of the initial setup and maintained with the Services, including any replacement pages

“Operating Rooms” means one or more surgical operating rooms operated by the Customer and excludes special procedure rooms such as endoscopy rooms or trauma rooms.

“Service Data” means data, information or material uploaded or routed to Customer via the Subscription Services, or transmitted using the Subscription Services, or otherwise provided to Customer or Users by Fujitsu, together with any derivative works made therefrom. During the Term of this Agreement, Fujitsu grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to use, access, capture, copy, store, transmit, maintain and display the Service Data solely to the extent deemed necessary by Fujitsu to provide the Subscription Services to Customer under this Agreement. On written request from Fujitsu and in any event promptly following termination or expiry of the Agreement, Customer shall delete or return to the Fujitsu all the Service Data in its possession or under its control. In the case of return of the data, Customer shall as soon as is practicable securely delete all other copies of the Service Data.

9.2 Customer Responsibilities.

Customer agrees to provide Fujitsu with all cooperation, assistance and information reasonably necessary or desirable to implement the Subscription Services for Customer.

Customer agrees to development of adaptor to their EMR/EHR system.

9.3 Health Information.

The Parties agree that Fujitsu’s provision of the Subscription Services under this Agreement does not qualify Fujitsu as a “Business Associate” of Customer as defined in the Health Insurance Portability and Accountability Act of 1996, and amendments and regulations thereunder (collectively “HIPAA”). Fujitsu and Customer will take all necessary steps to ensure its personnel do not seek or obtain access to protected health information created, maintained or received by Customer. In the event the scope of the Services changes, HIPAA changes, or Customer determines that an amendment or other steps are required in relation to Customer’s compliance with HIPAA, the Parties agree to take all reasonably necessary actions including ‘the Parties’ negotiation and execution of a mutually satisfactory Business Associate Agreement if and as required by applicable law.

9.4 Charges for On-boarding Service

A one-time Setup Fee charge is incurred for the time/effort involved in getting the received data analyzed and finalizing the definition of key metrics and calculation methods. Setup Fee charges are a fixed charge equal to the cost of three months of the ongoing monthly charge and will not increase even if it takes longer than expected in order to get fully setup.