

**SPECTRALINK CORPORATION**  
**SERVICE DESCRIPTION**  
**SPECTRALINK CLINICAL ALERTING DESIGN**  
**(SKU SCB-CA-00)**

**A. GENERAL TERMS**

1. This “Service Description” defines the Spectralink Clinical Alerting Design Program (the “Service Program”). Spectralink will provide this Service Program to the end user customer (“Customer”, “you” or “your”) when you purchase it, either directly from Spectralink or through a Spectralink distribution partner.
2. The Service Program is subject to and hereby incorporates by reference the “SPECTRALINK TERMS AND CONDITIONS FOR SERVICES”, available at [http://support.spectralink.com/sites/default/files/resource\\_files/terms\\_conditions.pdf](http://support.spectralink.com/sites/default/files/resource_files/terms_conditions.pdf) or the terms and conditions previously agreed to in writing between the Customer and Spectralink (each individually as applicable, the “Terms”).
3. Unless otherwise specified herein, capitalized terms not defined herein shall have the meaning set forth in the Terms.
4. Any conflict between the Terms and this Service Description shall be controlled by this Service Description, solely with respect to this Service Program.
5. Except as otherwise stated below, Services will be provided during Spectralink’s then-current published ordinary business hours Monday through Friday, exclusive of Spectralink holidays.
6. The Service Program is non-cancellable except as set forth in the Terms.
7. If the Service Program does not commence within ninety (90) days from the date of Spectralink’s receipt of the applicable purchase order, it is forfeited, assumed completed and fully invoiced

**B. SERVICE PROGRAM SHORT DESCRIPTION AND FEATURE SUMMARY**

1. **Short Description.** The Spectralink Clinical Alerting Design Service Program provides recommendations for future state design of nurse call alerting functionality to leverage mobile devices and all capabilities of the nurse call system to better achieve desired clinical outcomes.
2. Feature Summary:
  - Project Management
  - Current State Clinical Alerting and Nurse Call Capabilities Review
  - Future State Clinical Alerting Recommendations
  - Clinical Alerting End User Education Recommendations

**C. SCOPE OF THE SERVICE PROGRAM**

1. The Scope of this Service Program includes only those tasks described in this Service Description. If Customer requests or requires Services that are outside the scope of this Service Program, Spectralink will provide a quote for such Services at the then-current T&M rate or the List Price for such Services, as applicable.
2. This service program is intended for hospitals that currently, or plan to, integrate mobile phones into their nurse call workflows. This service includes current state analysis of 1 unique unit set up for alarm and alert technologies.
3. Service Program Summary:
  - a. Review current state programming of Nurse Call alerting for contracted unit.

- i. Activities – 1 meeting with System Owner/Champion, IT, Biomed, other technology team members.
  - ii. Deliverables - PowerPoint overview of current state nurse call alerting workflow for contracted unit.
- b. Review current state understanding of call light capabilities/functionality.
  - i. Activities – 1 meeting with Nursing unit manager/director.
  - ii. Deliverables - Process charts for current state of Nurse Call capabilities
- c. Identify future state clinical outcomes and goals using hospital provided information and available information about current/future alarm or alert technology.
  - i. Activities – 1 meeting with CNO, Director of Nursing, and System Champion
  - ii. Deliverables:
    1. Executive Summary of future state nurse call alarm workflow recommendations and proposed changes that best leverages mobility and nurse call system capabilities.
    2. Outcomes Alignment document with metrics for assessing impact of new alarms (e.g. HCAHPS scores). (\*Hospital will provide their own measurement systems)
- d. Collect education standards and processes for project.
  - i. Activities – 2 meetings with Clinical Education Team
  - ii. Deliverables - Executive Summary of Education Team’s Recommendations
- e. The meetings will be scheduled during normal business hours.
- f. The Project Manager will:
  - i. Be the single point of contact for the Service Program
  - ii. Participate in the overall planning of the alerting design
  - iii. Define scope of the alerting design, identify pre-work requirements, oversee the quality of Services performed and be responsible for delivery and review of the deliverables.
  - iv. Coordinate the kickoff call, provide periodic status reports and setup meetings (either via audio or video conference) with Customer as necessary
  - v. Coordinate the final deliverables review conference call
  - vi. Complete project close out tasks
  - vii. Document / communicate all out of scope items (i.e. Change Control)

#### **D. CUSTOMER RESPONSIBILITIES**

Customer is responsible for completing the tasks identified below in the timeframe determined by the Project Managers. Any delay in completing one or more tasks may result in a delay in the schedule and may incur additional fees.

- Provide all requirements needed for Spectralink to provide the Services
- Participate in the kick-off meeting, which includes a detailed review of the proposed project plan
- Provide contact information and access to End User resources at agreed upon times, including, Biomed, IT, CNO, Nursing Directors, and Clinical Education Team.
- Attend all mutually agreed scheduled meetings and ensure that required End User personnel attend

- Complete any tasks agreed upon during project readiness and/or defined in the project plan and ensure that any tasks assigned to the End User are completed in a timely manner
- Facility staff notification 48hrs in advance of Spectralink resources arriving onsite
- Identify a primary contact (the “Primary Contact”) who will (a) act as the primary interface with Spectralink, (b) be the End User’s decision-maker, and (c) assist with communication during the Services
- Identify a secondary contact (the “Secondary Contact”) who will act as the secondary interface with Spectralink in addition to the Primary Contact, or when the Primary Contact is not available
- Notify and update the Project Manager of any issues onsite
- Provide a signature sign-off on the Services upon completion

#### **E. ASSUMPTIONS**

- All work will be performed remotely. If onsite services are included, the number of days onsite, and additional assumptions will be provided within a customized quote
- Spectralink Professional Services will be offered during the hours of M-F, 8-5 unless otherwise specified.
- Customer will coordinate and make available all 3<sup>rd</sup> party resources necessary to deliver the Services
- Customer has notified Spectralink if access to the Customer site requires any specialized training or actions and/or if union labor is required for any tasks associated with this Service Program (Any changes or additional site strictures requiring specialized training or actions, or union labor will incur additional charges)
- Client will ensure all necessary resources are available and remain active for the duration of the Services
- Any Services not specified in this service description are out-of-scope.

#### **F. FEES**

Fees are indicated in the associated quote.

#### **G. PAYMENT SCHEDULE**

Invoices for Services will be issued as specified below:

<b>Milestone</b>	<b>% of Total Cost</b>
Upon Receipt of Purchase Order	100%

#### **H. TRAVEL & EXPENSES**

This Service Program does not include travel expenses and travel time incurred while performing the Services which will be paid separately as incurred. Travel must be booked 4 weeks prior to on-site to avoid higher costs and to secure resources.

#### **I. CHANGE ORDER PROCESS**

If Customer or Spectralink encounter circumstances that will affect the schedule of the Service Program, the Project Manager will document the impact and proposed change to the schedule in a Change Order Form. Both parties must sign the Change Order Form indicating acceptance of the change. Any changes that require additional time, travel or expense for Spectralink will be subject to submission of a purchase order by Customer or its Spectralink distribution partner for any additional charges and/or expenses.

**1. Reschedule Policy**

Customer shall notify Spectralink of any intent to reschedule by contacting the Project Manager. In the event Customer notifies Spectralink of its intent to reschedule the Service Program less than ten (10) business days prior to the travel is scheduled to begin, Customer shall reimburse Spectralink in an amount equal to any nonrefundable travel or contractor labor expenses incurred by Spectralink. If Spectralink is notified of a postponement less than seven (7) business days before the start of the Services, an additional reschedule fee will be incurred.

Postponement Notice	Re-schedule Fee	Product ID
1-6 business days prior to start of Services	\$600 per scheduled resource	SAO-RES-000
0-1 business days prior to start of Services	\$2300 per scheduled resource	SAO-RES-010

**2. Service Program Delay Policy**

Onsite delays or delays that extend the duration of the overall Service Program schedule, that are outside of Spectralink resource control, may result either in additional charges or the associated services being deemed complete.

Delay Type	Fee	Product ID
Onsite Resource	\$2,300 per scheduled resource per day	SAO-DEL-000
Retainer for Project Schedules Exceeding 120 days from date of PO	\$1,200 per month	SAO-DEL-010
Project Restart Fee (after break in project of more than 2 months)	\$2,000 per instance	SAO-DEL-020

J.