**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A – 11891

Authorize the Purchasing Manager for Natividad Medical Center   )
(NMC) to execute the Agreement with Versaworks Inc. for   )
Information Technology Professional Services at NMC in an   )
amount not to exceed $832,000 for the period November 1, 2010 to   )
June 30, 2011.   )

Upon motion of Supervisor Parker, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the Agreement with Versaworks Inc. for Information Technology Professional Services at NMC in an amount not to exceed $832,000 for the period November 1, 2010 to June 30, 2011.

PASSED AND ADOPTED this 30th day of November, 2010, by the following vote, to wit:
AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on November 30, 2010.

Dated: December 2, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
                                    Deputy

ΛΛΛ **Natividad** MEDICAL CENTER
COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN $100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and **Versaworks Inc**

_____ (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: **Provide** **Various Information Technology Professional Services as described in the attached Statement of Work (Exhibit A)**

2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of **$832,900**

3. **TERMS OF AGREEMENT** The term of this Agreement is from **Nov 1, 2010** to **Jun 30, 2011** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

   Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

   5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

   5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

   5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as other wise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment,

instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement; and then only in accordance with any applicable County policies.

7. TERMINATION.

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless, NMC and the County of Monterey (hereinafter "County"), it officers, agents and employees from any and all claims, liability, losses, whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of this Agreement, unless such claims, liabilities, or looses arise out of the sole negligence or willful misconduct of NMC. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1. Evidence of Coverage:
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this

Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

10.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

10.3. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4. Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5. Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, sate, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER:	**FOR CONTRACTOR:**
Contracts/Purchasing Manager	
	Johnson Kit Son Sun, President
Name and Title	Name and Title
1441 Constitution Blvd. Salinas, CA. 93906	*2946 Monte Cresta Dr. Belmont, CA 94002*
Address	Address
831.755.4111	*650 - 489 - 6114*
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

15.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

15.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

15.5. _Disputes._ CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6. _Assignment and Subcontracting._ The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7. _Successors and Assigns._ This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.8. _Compliance with Applicable Law._ The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9. _Headings._ The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. _Time is of the Essence._ Time is of the essence in each and all of the provisions of this Agreement

15.11. _Governing Law._ This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. _Non-exclusive Agreement._ This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. _Construction of Agreement_. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. _Counterparts_. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. _Integration._ This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

15.16. _Interpretation of Conflicting Provisions_. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
NMC Contracts/Purchasing Agent

Date: _____ 12/3/10 _____

By: _____
Department Head (if applicable)

Date: _____ 10/13/10 _____

By: _____
Stacy Saetta, Deputy County Counsel

Date: _____ 10/18/10 _____

By: _____
Auditor/Controller

Date: _____ 10/18/10 _____

CONTRACTOR

Versaworks, Inc.
Contractor's Business Name***

_____
Signature of Chair, President, or Vice-President

Johnson Kit Son Sun, President
Name and Title

Date: _____ 10/12/2010 _____

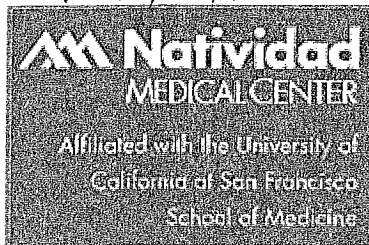By: _____
Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer

Johnson Kit Son Sun, CFO
Name and Title

Date: _____ 10/12/2010 _____

***INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

ATTACHMENT A —

Natividad
MEDICAL CENTER
Affiliated with the University of
California at San Francisco
School of Medicine

Natividad Medical Center
IT Consulting Services

Statement of work

Submitted by:

Versaworks, Inc.
2946 Monte Cresta Dr
Belmont, CA 94002
(650) 489-6114

Created: March 20, 2011
Revised:

Version: 1.0

1   EXECUTIVE SUMMARY

Versaworks, Inc. ("Versaworks") is pleased to present this Statement of Work (SOW) proposal which defines the services and deliverables that Versaworks shall provide to Natividad Medical Center ("Customer") under the terms of the Professional Services Agreement (the "Agreement") made between Natividad Medical Center ("Customer") and Versaworks, Inc. ("Versaworks").

2   SCOPE OF WORK

This section describes the scope of work for Professional Services to support the projects listed below in section 2.1

2.1   PROJECT AND PRICING SUMMARY

ID	Project	Resource	Hourly Rate	Estimated Hour	Total	Notes	
1	Business Applications Interoperability & Integration (Picis, Pyxis, OBIX, Advantage, Meditech, Patient Keeper, SoftMed)	Principle Solution Architect	$175	1880	$329,000	40 hr/wk	12 month
2	Clinical Business Applications Implementation & Rollout (PatientKeeper, SoftMed, Ambulatory Practice Mgmt, Zynx, Dr. First)	Clinical IT Project Manager	$165	1880	$310,200	40 hr/wk	12 month
3	IT Infrastructure and Business Applications Implementation (Datacenter, VDI, OnBase, Records & Retention, Kronos, Windows 7 Migration)	Sr. IT Project Manager	$165	1880	$310,200	40 hr/wk	12 month
4	Datacenter Implementation (Primary and DR)	Datacenter Implementation Engineer	$165	1880	$310,200	20 hr/wk	12 month
5	Information Systems Security (Penetration Testing & Vulnerability Assessment, Network Access Control, Remote Access Management, HIPAA Security Compliance)	Network & Security Architect	$175	600	$105,000	20 hr/wk	8 month
6	IT Strategist & Operations Management	Sr. Management Consultant	$200	1,500	$300,000	30 hr/wk	12 month
7	Clinical Reporting platform development (Meditech Data warehouse reporting, Quality Reporting, KPI Reporting)	Data Warehouse Engineer	$165	1880	$310,200	20 hr/wk	12 month
8	Systems and Application Monitoring	Systems Architect	$175	600	$105,000	20 hr/wk	8 month
9	IT Infrastructure Implementation (Desktop Management, Inventory Management, Change Management, Windows 7 Migration)	IT Implementation Specialist	$165	1880	$310,200	40 hr/wk	12 month
				Total	$2,390,000		

The pricing is based on actual time and material. Hourly rates are fully loaded covering all applicable travel expenses.

2.2   SCOPE OF SERVICES

2.2.1   Business Application Interoperability & Integration

Project ID	1
Project Name	Business Application Interoperability & Integration (PICIS, PYXIS, OBIX, CGI/ADVANTAGE, MEDITECH, PATIENT KEEPER, SOFTMED)
Resource	Principal Solution Architect

Project Description

Natividad Medical Center is currently on its path to pursue EMR Meaningful Use. Today, the sources of patient data (that do exist) reside on many isolated data repositories amongst various proprietary clinical software applications. A key component of the EMR initiative is to develop the capability to aggregate and exchange clinical information about patients between key clinical business applications and Natividad's core HCIS systems, MEDITECH. The EMR adoption also requires adjustments to the existing paper based workflow process to facilitate the migration to electronic based medical record keeping and retention.

This integration and interoperability capabilities can be achieved through custom Interface development utilizing the CorePoint HL7 Interface Engine and available API and middleware to enable bi-directional data flow between MEDITECH and critical applications including PICIS, PYXIS, SoftMed, Patient Keeper, OBIX, and CGI/Advantage. The **"Principle Solutions Architect"** will develop integration & interoperability capabilities and custom workflow automation based on agreed upon specifications defined by the Customer.

Project Scope

2.2.1.1   PICIS

Natividad went live with the OR Manager application from PICIS (acquired by Ingenix) on November 17, 2009. Since that time, gaps have been identified with the current implementation that needs to be addressed in order for the application to function fully as designed. A comprehensive assessment of the PICIS optimization project was completed in Phase 1 of the engagement during the first half of 2011. The next phase of the Project (phase 2) is to develop and execute a detailed plan for building, testing and implementing the new vision based on the Phase 1 results and findings incorporating both processes and system improvements.

- o Implement Comprehensive Electronic Charting for OR nurses
- o Optimize accurate centralized scheduling and enable remote reservations
- o Automate accurate supply management
- o Develop Comprehensive and Accurate Preference Cards
- o Develop interface to enable Electronic Patient dataflow to PICIS from MEDITECH
- o Develop interface to enable Electronic Patient dataflow to MEDITECH from PICIS
- o Develop Automated Billing interface to BAR

2.2.1.2 PYXIS

Natividad is currently using PYXIS System from CareFusion for automated medication and supply management. Gaps have been identified with the current implementation that needs to be addressed in order for the PYXIS system to function fully as designed. One major goal will be to increase the accuracy of patient lists on the MedStations in order to ensure patient safety and reduce billing errors.

- o Develop and implement Outbound Interface from Meditech
- o Develop and implement Inbound interface (filters) on Pyxis procar
- o Develop and implement Outbound interface (Pyxis to BAR)
- o Develop and implement process improvement changes as necessary

2.2.1.3 OBIX

Natividad is in the process of purchasing OBIX Fetal Monitoring Systems to replace the existing Phillips Systems. Fetal Monitoring is a critical application in the Labor & Delivery department which is a significantly clinical operation at NMC. It is essential to enable the integration and interoperability capabilities between OBIX and the MEDITECH HCIS systems.

- o Develop interface to enable Electronic Patient dataflow to OBIX from MEDITECH
- o Develop interface to enable Electronic Patient dataflow to MEDITECH from OBIX

2.2.1.4 SOFTMED

Natividad is planning to upgrade the existing SOFTMED application to the latest revision as well as implementing additional modules. It is essential to enable the integration and interoperability capabilities between SOFTMED and the MEDITECH HCIS systems.

- o Develop interface to enable Electronic Patient dataflow to SOFTMED from MEDITECH
- o Develop interface to enable Electronic Patient dataflow to MEDITECH from SOFTMED

2.2.1.5 PATIENT KEEPER

Natividad is planning to implement a new Physician HIS systems, PatientKeeper. It is essential to enable the integration and interoperability capabilities between PatientKeeper and the MEDITECH HCIS systems.

- o Develop interface to enable Electronic Patient dataflow to PatientKeeper from MEDITECH
- o Develop interface to enable Electronic Patient dataflow to MEDITECH from PatientKeeper

2.2.1.6 CGI/Advantage

Natividad's current Material Management (Procurement) and Account Payable functions rely on using the Monterey County Advantage ERP systems. Natividad is also required to enter all Procurement information into its HCIS systems, MEDITECH. There are currently no interface or interoperability capabilities between the two systems. It is essential to develop an interface to streamline the workflow and enable interoperability between MEDITECH and Advantage.

- o Develop interface to enable electronic dataflow to CGI/Advantage from MEDITECH
- o Develop interface to enable electronic dataflow to MEDITECH from CGI/Advantage

2.2.2 Clinical Business Applications Implementation & Rollout

Project ID	2
Project Name	Clinical Business Applications Implementation & Rollout (PatientKeeper, SoftMed, Ambulatory Practice Mgmt, Zynx, Dr. First)
Resource	Clinical IT Project Manager

Project Description

Natividad currently uses MEDITECH HCIS systems in conjunction with many other clinical applications for both In-Patient and Out-Patient healthcare services. In supporting the initiative to pursue EMR meaningful use, Natividad has the need to streamline the workflow and the interoperability of all the clinical applications to improve quality of care service and patient safety. The "**Clinical IT Project Manager**" will manage the implementation and rollout of key EMR applications to ensure meeting the Meaningful Use objectives and timeline. This role will also project manage the development and implementation of workflow optimization and integration amongst various clinical applications to improve interoperability in order to support the EMR initiatives.

Project Scope

- o Manage the implementation and rollout of PatientKeeper Physician HIS systems
- o Manage the implementation and rollout of Ambulatory Practice Management systems
- o Manage the implementation and rollout of Dr. First E-Prescribing systems
- o Manage the implementation and rollout of Zynx, Evidence-based clinical decision support systems
- o Manage the interoperability requirements amongst various clinical applications
- o Coordinate the assessment and development of clinical application workflow optimization
- o Develop project plan and milestone deliverables for the rollout of all identified integration and interface modules
- o Manage vendor(s) to ensure accurate configurations of clinical applications

2.2.3 IT Infrastructure and Business Applications Implementation

Project ID	3
Project Name	IT Infrastructure and Business Applications Implementation (Datacenter, VDI, OnBase, Records & Retention, Kronos, Windows 7 Migration)
Resource	Sr. IT Project Manager

Project Description

Natividad has a number of IT Infrastructure and Back office application implementations planned for the 2nd half of 2011. In order to ensure on-time and on-budget delivery of these projects, it is essential to follow industry best practices in project management function during the plan, design and implementation phases.

The "**Sr. IT Project Manager**" will manage the implementation and rollout of the following projects.

Project Scope

- o Manage the roll out of OnBase enterprise content management systems at various departments
- o Manage the implementation and rollout of the new OnBase modules
- o Manage and coordinate with building the new Records and Retention function at Natividad
- o Manage the rollout of the VDI zero client workstations in the clinical and business office areas
- o Manage the build out and implementation of the new offsite collocation datacenter
- o Manage the implementation of the new Kronos Workforce HR systems
- o Manage the rollout of the workstation migration to Windows 7

2.2.4 Datacenter Implementation

Project ID	4
Project Name	Datacenter Implementation (Primary and DR)
Resource	Datacenter Implementation Engineer

Project Description

Natividad's existing on-campus datacenter has reached its maximum capacity and is not adequate to accommodate all the new systems required in order to support the EMR initiative. A decision has been made to implement a new datacenter at an offsite collocation facility. The new offsite datacenter will be built from scratch and will be provisioning a number of key clinical and non-clinical applications for hospital users. The "**Datacenter Implementation Engineer**" will be responsible for building and implementing the entire Core Networking and Computing Infrastructure as well as the Applications and management Server farms.

Project Scope

- o Implement and configure Cisco Nexus 7K series Core Network Switches
- o Implement and configure HP Blade Server Infrastructure
- o Develop and implement data storage, backup and replication solutions
- o Implement and configure NetApp Storage Area Network (SAN)
- o Implement and configure Remote Access Management Interfaces

2.2.5 Information Systems Security

Project ID	5
Project Name	Information Systems Security (Penetration Testing & Vulnerability Assessment, Network Access Control, Remote Access Management, HIPAA Security Compliance)
Resource	Network & Security Architect

Project Description

Security is a critical component of supporting a Hospital grade network environment and is paramount to ensure continuous high availability of services and to safeguard Protected Health Information (PHI). Last year, Natividad had completed an infrastructure upgrade by implementing state-of-the-art Cisco Medical grade network equipment along with several security appliances. The objective of the Information Systems Security project is to implement additional Security devices and software to expand the level of coverage in protecting the hospital from any malicious attempt and un-authorized access. The **"Network & Security Architect"** will be responsible for conducting risk and vulnerability assessment and implement additional security appliances and measures to further harden the security level in the hospital network environment.

Project Scope

- o Conduct external Network Security Penetration Test against the existing hospital network infrastructure
- o Conduct internal Network Vulnerability assessment from within the hospital campus
- o Implement Network Access Control (NAC) Security Appliances and Management Interfaces
- o Implement RSA SecurID VPN authentication Appliance
- o Develop detailed Security Vulnerability Assessment report based on the results
- o Develop and implement any agreed upon changes to further harden the Hospital network security
- o Establish and formalize Information Security Policies and Procedures
- o Establish Standard Operation Procedures for security incident response and reporting

2.2.6 IT Strategist & Operations Management

Project ID	6
Project Name	IT Strategist & Operations Management
Resource	Sr. Management Consultant

Project Description

Service Operation has been a key component of the IT mission in providing best in class services to all users in the hospital. The function of the "IT Strategist & Operations Management" role is to augment the IT leadership team in guiding the IT Operations and Business Applications teams on infrastructure build out and Clinical Applications implementations to support the EMR initiatives. The **"Sr. Management Consultant"** will be delivering the following services defined in the project scope.

Project Scope

- o Provide strategic guidance and oversight on clinical and non-clinical application-related projects
- o Develop and Implement a sound data center management strategy for a new co-location production facility with disaster recovery capabilities
- o Develop data storage architecture best practices and data retention policies and procedures consistent with state and regulatory body requirements.
- o Provide day-to-day operational guidance and oversight on all infrastructure and hardware-related projects
- o Implement and adopt ITIL based best practices within NMC IT
- o Develop Service Excellency methodology in providing Service Delivery and Support to all hospital users
- o Assist in building IT Operations competencies to support the EMR initiative

2.2.7 Clinical Reporting platform development

Project ID	7
Project Name	Clinical Reporting platform development (Meditech Data warehouse reporting, Quality Reporting, KPI Reporting)
Resource	Data Warehouse Engineer

Project Description

Build and implement a Data Warehouse reporting framework that covers Census, Compliance, infrastructure monitoring and uptime. The **"Data Warehouse Engineer"** will be delivering all the services defined in the project scope below.

Project Scope

- o Develop custom reports for Census and Compliance
- o Develop custom reports for Network monitoring and Service uptime
- o Develop custom reports for IT Service Level Metrics
- o Develop custom reports for Critical Application monitoring
- o Develop custom reports for EMR Meaningful Use
- o Develop custom reports for Quality Measurement

o   Migrate Kazimera application to a new SQL based Medical Record validation Application

2.2.8   Systems and Application Monitoring

Project ID	8
Project Name	Systems and Application Monitoring
Resource	Systems Architect

Project Description

Natividad is on its path to pursue EMR Meaningful Use. The availability and performance it's HCIS systems and key clinical applications become increasingly critical to the success of achieving Meaningful Use. The need for a cross-platform datacenter management server for operating systems and hypervisors (Virtual Machine Monitor) becomes obvious and necessary. The **"Systems Architect"** will be responsible for implementing the Microsoft System Center Operations Manager (SCOM) application to monitor the state, health and performance information of computer systems and provide alerts generated according to the availability, performance, configuration or security situation being identified.

Project Scope

o   Implement and configure Microsoft System Center Operations Manager (SCOM)

o   Develop Design and Testing plans for System Center Operations Manager

o   Plan, implement and configure the Deployment of System Center Operations Manager

o   Monitor and fine-tune the System Center Operations Manager post deployment

o   Develop operational and support documentation

2.2.9   IT Infrastructure Implementation

Project ID	9
Project Name	IT Infrastructure Implementation (Desktop Management, Inventory Management, Change Management, Windows 7 Migration)
Resource	IT Implementation Specialist

Project Description

Natividad currently has approximately 700 workstations with 1000+ users. The management of desktop systems lifecycle is a critical component of IT Service Delivery to ensure systems and software are functioning at the desired level; and resolve any degradation in performance before it impacts productivity, patient care and safety. The **"IT Implementation Specialist"** will implement and deploy a number of IT Systems Lifecycle Management tools, Virtual Desktop Infrastructure and Windows 7 migration.

Project Scope

- o Implement and deploy Numara IT Change Management system

- o Optimize and deploy Numara Service Desk Self Service portal

- o Implement and deploy LANDesk Desktop Management system

- o Implement and deploy LANDesk Inventory Management system

- o Implement and deploy LANDesk Security Suite

- o Implement and support Windows 7 migration

- o Implement and deploy Virtual Desktop Infrastructure (VDI)

Appendix A

Customer Acceptance

The customer, by signing below, indicates that the Statement of Work (SOW) has been read and the terms outlined within have been accepted. Upon acceptance of this Statement of Work (SOW), Customer shall issue a written Purchase Order to Versaworks, for the total amount of **$2,390,000.**

Versaworks, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Customer

Signature: _____

Name: ____ Hovn Jeis ____

Title: ____ CEO ____

Date: ____ 5/9/11 ____