Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12677

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

Ratified and authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute an Agreement with Databank IMX for Hardware, Software, Hardware and Software Maintenance, and Professional Services for the OnBase Document Production System Upgrade at NMC in an amount not to exceed $153,079.10 for the period January 1, 2015 through December 31, 2015.

PASSED AND ADOPTED on this 14th day of April 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Parker
NOES: None
ABSENT: Supervisor Potter

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 78 for the meeting on April 14, 2015.

Dated: April 14, 2015
File ID: A 15-047

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

By Denise Hancock
Deputy

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES (MORE THAN $100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and **Databank IMX** (hereinafter "CONTRACTOR").

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

1. **GENERAL DESCRIPTION OF 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: **Hardware, Software Support & Maintenance and Professional Services for the OnBase Document Production System Upgrade.**

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 **$153,079.10.**

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from **January 1, 2015 through December 31, 2015** 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.

   3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

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 otherwise 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. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

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

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 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 the amounts claimed, and such other information pertinent to the invoice. NMC 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 30 days of receiving the certified invoice.

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.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and 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 losses arise out of the sole negligence or willful misconduct of County. "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 than 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 others 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 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 any 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, state, 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 and 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:**
Sid Cato Management Analyst, Contracts /Purchasing Natividad Medical Center1441 Constitution Blvd. Salinas, CA. 93906 Phone: 831.783.2621 FAX: 831. Email: catosl@natividad.com	Name: _____ Title: _____ Company: _____ Address 1: _____ Address 2: _____ Phone: _____ FAX: _____ Email: _____

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 each of NMC and CONTRACTOR expressly reserves 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.

SIGNATURE PAGE TO FOLLOW

NATIVIDAD MEDICAL CENTER

By: _____
Dr. ~~Kelly O'Keefe~~, NMC Interim CEO
Gary Gray

Date: 4/15/15

APPROVED AS TO LEGAL PROVISIONS

By: _____
Deputy County Counsel

Date: 2/27/15

APPROVED AS TO FISCAL PROVISIONS

By: _____
Deputy Auditor/Controller's

Date: 2-27-15

CONTRACTOR

DATABANK IMX LLC
Contractor's Business Name***

_____
Signature of Chair, President,
or Vice-President

C BAUER CEO
Name and Title

Date: NOV 23, 2014

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

S BRUNNER CFO
Name and Title

Date: 11/23/2014

***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 **(two signatures required).**

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 **(two signatures required).**

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 **(one signature required).**

Natividad
MEDICAL CENTER

OnBase Software Maintenance, Production Document Scanner Maintenance & Professional Services Exhibit A

DataBank®

Provided by:

DataBank IMX, LLC.

Laurel E. McAdams
Senior Account Executive
(415) 760-7075
lmcadams@databankimx.com

November 6, 2014

Confidentiality Statement

This document of DataBank IMX, LLC., contains confidential information that is provided for the sole purpose of allowing the recipient to evaluate the solution profiles, product/service offerings and statement of work submitted herein. In consideration of receipt of this document the recipient agrees to maintain the information in confidence and to not reproduce or otherwise disclose this information to any person outside the people directly responsible for evaluation of its contents. The proposed approaches presented in this document are proprietary information and may not be disclosed to individuals outside Natividad Medical Center (NMC) without written approval from DataBank IMX, LLC., except when required by law.

NMC's OnBase System Description & Maintenance Pricing Detail

The OnBase system designed, programmed and installed for NMC allows all appropriate NMC departments the ability to scan, archive and store electronic documents. The Records & Retention Department manages the scanning and archival process. The OnBase system is set up for different functionality based on departmental needs. For example, some documents may be text searchable. The OnBase system has the following functionality (listed in alphabetical order):

MODULES	PRODUCT DESCRIPTION
Batch OCR (Processing)	allows for text searchability of documents – makes finding a document faster
Client License – Log in access (Concurrent, Named or Workstation) (Document Management)	User licenses – allows protected and monitored access to the system for all users.
Document Import Processor (Processing)	Imports documents (scanned or other) and their respective index information into OnBase.
Document Retention (Document Management)	Tracks document storage requirements by date and document type.
Multi-User Server (Document Management)	Core OnBase software.
Physical Records Management (Document Management)	Tracks location physical records.
Production Document Imaging (Scanning)	Scanning software
Web Server (Access)	Enables secure access over the internet for only those users granted web access.
Workflow Licenses (Named & Workstation) (Processing)	Allows electronic document routing through a configurable work process.

OnBase Software Maintenance - Term January 1, 2015 – December 31, 2015

Document Management Core Software Maintenance:	$17,215.00
Processing Software Maintenance:	$ 7,140.00
Scanning Software Maintenance:	$ 7,800.00
Web Server Software Maintenance:	$ 2,000.00
Total Due December 1, 2014:	**$34,155.00**

Scanner Inventory & Hardware Maintenance Detail

Scanner Maintenance	Qty.	Serial #(s)	Department(s)
Fujitsu 6130 Scanner	10	319085, 319048, 319010, 319009, 319006, 319005, 319004, 318480, 318465, 318367	Various Admin. Areas
Kodak Truper 3610 Scanner	1	B7513RE1258	Business Office
Kodak i660 Scanner	4	12743903, 12743484,	Health Info. Management
		12743477, 12743470	Health Info. Management
Kodak i4600 Scanner	3	46384214, 46384212, 46385060	Records & Retention
Kodak i1440 Scanner	2	45676498, 45676501	Records & Retention

Production Document Scanner Maintenance Pricing Detail

Hardware Maintenance – Ongoing	Qty.	Price	Term
Fujitsu 6130 Scanner (Serial Numbers 319085, 319048, 319010, 319009, 319006, 319005, 319004, 318480, 318465, 318367)	10	$940.00	January 1, 2015 – December 31, 2015
Kodak i660 Scanner (Serial Numbers 12743903, 12743484, 12743477, 12743470)	4	$28,188.00	January 1, 2015 – December 31, 2015
Kodak Truper 3610 Scanner (Serial Number B7513RE1258)	1	$1,286.00	January 1, 2015 – December 31, 2015
Kodak i4600 Scanner (Serial Numbers 46384214, 46384212, 46385060)	3	$8,232.00	January 1, 2015 – December 31, 2015
Kodak i1440 Scanner (Serial Numbers, 45676498, 45676501)	2	$2,024.00	January 1, 2015 – December 31, 2015
Total Due12/1/14:		**$40,670.00**	

Professional Services

Professional Services performed by DataBank OnBase engineers and/or project managers. Professional Services include:

- OnBase configuration
  - Set up new functionality
  - Review NMC configuration(s)
  - System modifications
- Troubleshooting (outside of Technical Support)
- Testing
- Training
  - OnBase
  - Scanning
- Project Management
- Consulting

Professional Services Pricing Detail

Services	Hours	Hourly Rate	Total Cost
Professional Services – Offsite	56 hours	$205.00 / hour	$11,480.00
Professional Services – Onsite at NMC	56 hours	$250.00* / hour	$14,000.00
		Total:	**$25,480.00**

*Includes T&E

2015 Pricing Summary

Description	Amount
Software Maintenance	$34,155.00
Hardware Maintenance	$40,670.00
Professional Services	$25,480.00
Total:	**$100,305.00 + applicable sales tax**

Budgetary Estimate

NATIVIDAD MEDICAL CENTER

ONBASE SOFTWARE UPGRADE

EXHIBIT A

NOVEMBER 13, 2014

Prepared by:
Laurel McAdams
Senior Solutions Consultant
DataBank IMX
855 Riverside Parkway, Suite 50
West Sacramento, CA 95605
www.databankimx.com

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Introduction/Overview

This Statement of Work (hereinafter SOW) is made effective as of Wednesday, November 19, 2014 ("SOW Date") between:

DataBank
855 Riverside Parkway, Suite 50
West Sacramento, CA 95605

Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

Scope of Services

DataBank (hereinafter "Vendor") will provide Professional Services for Natividad Medical Center (hereinafter "Customer"). The goal is upgrade MNC's test and production system to OnBase 13 or the most current version.

Deliverables Breakdown

Vendor has provided a general breakdown and pricing based on general requirements as defined below. It is important to note that a formal solution discovery will need to be performed in order to further define solution requirements and solidify pricing. As previously noted, the purpose of this SOW is to provide general pricing for budgetary purposes only.

Prerequisites

Signed Blanket Services Agreement
Signed OnBase Maintenance/Support Agreement
Purchasing Vehicle from Customer
Purchase Order for the Estimated Grand Total, below
-OR-
Authorized signature on this Statement of Work, when POs are not used by Customer

Professional Services (Estimate):

Quantity:	Description:	Unit Price (Per Hr.):	Total
2 hours	Project Management coordination, initial system review/planning period for the upgrade	$205.00*	$410.00
12 hours	Upgrade OnBase Test System	$205.00	$2,460.00
4 hours	Testing/Upgrade Support	$205.00	$820.00
12 hours	Upgrade OnBase Production System	$205.00	$2,460.00
		Estimated Total:	**$6,150.00**

***Pricing quoted is for remote/offsite services. Should NMC request onsite services the price would be $250 per hour.**

Totals:

Description:	Total:
Professional Services	$6,150,00
Estimated Total:	**$6,150.00**

The pricing does not include:

1) Move to new server operating systems
2) Migrate any of the OnBase components to a new server

3) Migrate the database to a newer version of SQL

Services Rendered and Timeline Estimation

Vendor estimates that the duration of working hours and deployment services will be "30" working hours, with a "working hour" being defined as the services of one (1) person for a period of one (1) hour. The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

A breakdown of the timeline estimation for this project is provided below:

Milestone	Assignment	Timeline Estimate
Formal Solution Discovery	DataBank and Customer	
Develop Functional Design Document (FDD)	DataBank	
Approval of FDD	Customer	
Solution Development and Deployment (TEST)	DataBank	
Solution Testing	DataBank	
Solution Deployment (PROD)	DataBank	

Compensation and Payment Schedule

Vendor will charge and bill services fees to Customer for the discovery services and deployment services provided under this SOW determined on a time and materials basis at the rate of $205.00 per working hour, per person. All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Customer will be invoiced based on the amount of time actually required to complete the project. DataBank will bill once every two weeks for services performed.

Formal Discovery

Before the creation of a Functional Design Document, vendor will complete a Formal Discovery, as detailed in this Statement of Work, with cooperation from Customer. The Formal Discovery is a billable service. The Formal Discovery allows Customer and Vendor to more accurately define the acceptable deliverables of the project and create a Functional Design Document that details the work items that need to be performed in order to produce the agreed upon deliverables. After completion of the Formal Discovery a Functional Design Document will be created that will include a revised estimate of applicable software, hardware and services needed to complete the proposed project. Upon receipt of a purchase order from Customer for the proposed amount of Formal Discovery, Vendor will begin work on this Statement of Work. Should Customer wish to proceed with this project after completion of Formal Discovery and acceptance of the Functional Design Document, Vendor will require a new purchase order for all remaining software, hardware and services needed to complete the work detailed in the Functional Design Document.

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After the purchase order has been received, the vendor will follow a standardized set of procedural, deployment and project management business processes. These defined project processes and assumptions will expose the customer to the vendor's proven methods to a successful deployment. These processes will also help define specific vendor/customer responsibilities in order to minimize project confusion as defined below:

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A signed Functional Design Document is received by DataBank prior to scheduling development and deployment.
A Pre-Installation form is completed in full, if applicable, prior to deployment.

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A project kick-off meeting has been held with all applicable project members prior to deployment.

All applicable System Servers are installed, tested, and properly working prior to deployment.
All applicable Operating Software is installed, tested, and working properly prior to deployment.
All applicable OnBase Software is downloaded and placed in a directory on the server(s) it will be installed on.
A network account with full administrative rights to the servers is set up and made available to DataBank prior to deployment.
An up-to-date test environment is in place prior to deployment. If the customer chooses not to establish a test environment they understand that the system/solution will be deployed into their production environment.

Deployment:

Remote access is established and made available to DataBank during the deployment process.
DataBank will deploy the solution as agreed upon in the formal Functional Design Document.
DataBank will deploy the solution in the customer test environment, unless agreed upon by both parties prior to deployment.
DataBank will test the system to assure that it performs within the project requirements prior to training.
DataBank will provide a solution Performance Validation demonstration prior to formal training. Any issues or project gaps must be identified and documented at that time. Issues not identified as part of the Functional Design Document will be subject to a formal Change Order process, which may result in schedule changes and/or additional charges.
DataBank will train customer personnel as defined in the Functional Design Document.
Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
Customer will test the deployed solution as defined within the Functional Design Document. DataBank will provide formal testing support as defined in the Functional Design Document.
Customer will document all issues/change requests as part of the testing process. DataBank will only make changes during the testing process for issues that affect system performance. All other changes will be made as a single effort upon completion of testing by the customer.
DataBank will deploy the system into production once it is accepted by the customer as functioning per the Functional Design Document and any negotiated Change Orders.
DataBank will provide up to 1 day of Go-Live support (unless otherwise quoted) once the system is put into production. This support will be via remote access unless other requirements are agreed upon by both parties prior to acceptance of the Functional Design Document. Additional Go-Live requirements are subject to applicable Project Management fees.
Customer has up to 30 days from the Go-Live date to "Accept" the deployed solution. Any issues not identified within 30 days will be treated as Support Issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.

Project Management:

DataBank will assign appropriate resources in order to meet all milestones/requirements as defined within the Functional Design Document.
Customer will assign applicable resources in order to meet all milestones/requirements as defined in the Functional Design Document.
DataBank will manage/schedule its own resources as part of the deployment process.
Customer will manage/schedule its own resources as part of the deployment process.
DataBank will attend up to 1 Project Status meeting per week during the deployment process.
Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Functional Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
Formal Change Orders will be utilized for all solution changes not originally included in the signed Functional Design Document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by the customer as part of the Change Order Process.

If utilizing a formal Project Schedule, DataBank will update the schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.

Change Order Authorization

In the event that additional services are required outside the scope of this SOW a change order will be generated. The change order will contain the details of the extension to this SOW and will contain Time and Cost estimates. Once the change order has been executed by both parties a new SOW will be generated to cover the items listed in the change order. The following Vendor personnel are authorized to sign for Change Order Acceptance related to this SOW.

Bob Dunn	Director of Technical Services

Customer Acceptance Testing

Generally: Upon final completion and delivery of the proposed solution (the "Solution") to Customer, Vendor shall provide written notice to Customer that the Solution is delivered and that the 30-day Acceptance Testing Period, as defined and described below, shall commence. Immediately upon Customers receipt of the notice described above, Customer may conduct testing procedures on the Solution to determine whether the Solution substantially conforms to the applicable Functional Design Document specifications as approved by the customer. Such testing procedures shall be as mutually agreed upon by Vendor and Customer and shall be implemented and performed as follows:

For a period of thirty (30) calendar days after Customers receipt of the notice described above from Vendor (the "Acceptance Testing Period") Customer may conduct testing of the Solution to confirm that the Solution substantially conforms to the applicable Functional Design Document and to Customers good faith and reasonable satisfaction. If, during the Acceptance Testing Period, Customer reasonably determines that a non-conformity of the Solution to the applicable Functional Design Document exists and Customer notifies Vendor in writing of such non-conformity, Vendor shall use commercially reasonable efforts to correct such non-conformity within ten (10) calendar days of receipt of such notice (during which time the running of the Acceptance Testing Period will be suspended) and cause the Solution to successfully pass acceptance testing to Customers good faith and reasonable satisfaction as set forth above.

Acceptance: If, at any time during the Acceptance Testing Period, Customer gives written notice to Vendor that the Solution has successfully passed acceptance testing to Customers good faith and reasonable satisfaction, then Customer shall be deemed to have accepted the Solution as of the date of such notice. If Customer fails to give Vendor a notice of non-conformity(ies) during the Acceptance Testing Period, then Customer shall be deemed to have accepted the Solution as of the end of the Acceptance Testing Period. If Customer has given such a notice of non-conformity(ies), and Vendor has corrected such non-conformity(ies) and delivered the corrected Solution to Customer, the Solution shall be deemed for all purposes to have been accepted by Customer as of the end of the Acceptance Testing Period. If the non-conformity(ies) has not been corrected after re-testing, Customer nevertheless may accept the Solution by Customers continuing to use the Solution for seven (7) or more calendar days following the expiration of the Acceptance Testing Period, in which event the Solution as delivered shall be deemed to have been accepted by Customer and Customer shall have waived any and all claims resulting from such non-conformity(ies).

Non-Acceptance: If Vendor has attempted to correct any non-conformities in the Solution after Customer has given notice of non-conformity(ies) during the Acceptance Testing Period on at least three (3) occasions with respect to a single identified non-conformity, and the corrected Solution still is not accepted as provided above, Customer may, in its sole discretion, and as Customers sole and exclusive remedy against Vendor arising out of any non-acceptance of the Solution: (1) immediately terminate this SOW, and Vendor shall immediately refund to Customer all amounts, if any, paid by Customer to Vendor under this SOW; and Customer shall cause Customer to immediately cease all use of and destroy the Solution; or (2) require Vendor to continue to attempt to correct the non-conformity(ies) until the Solution successfully is accepted in accordance with the procedures of this

Acceptance Testing provision, reserving the right to terminate this SOW in accordance with clause (1) above should the Solution continue to be non-conforming.

Binding Affects and Agreements

This SOW shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this SOW, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

Acceptance of SOW

This SOW represents Vendor's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to Vendor within 30 days from the date of this document (the "Acceptance Deadline"). Vendor may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by VENDOR, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX

Signature: _____

Name: David Steele

Title: Regional Manager - West

Date: 11/19/14

Natividad Medical Center

Signature: _____

Name: ~~Dr. Kelly O'Keefe~~ Dr. Gary Gray

Title: NMC Interim CEO

Date: 4/15/15

Natividad
MEDICAL CENTER

Kodak i4600 with VRS
Agreement # 396727
Exhibit A

Proposal Provided by:

DataBank
Imaging and Information Solutions

Laurel E. McAdams
Senior Account Executive
1001 Bayhill Drive, Second Floor
San Bruno, CA 94066
(415) 760-7075
lmcadams@databankimx.com

November 13, 2014

Pricing

Product Name	Prod. Code	Unit Cost	Qty	Ext. Price
Kodak i4600	EKC-144-3589	$14,995.00	1	$14,995.00
Kodak i4600 Maintenance Details:	8399313-VCK	$ 6,080.00	1	$ 6,080.00
Kofax VRS 4.5 for i4600 Series	1420009	$ 500.00	1	$ 500.00
Kofax VRS Elite Upgrade for i4600 Series	1506799	$ 1,225.00	1	$ 1,225.00

- 3 Year Extended Warranty
- Next Business Day
- Virtual Care Kit
- i4600
- Care Kits are Non-refundable/Non-returnable
- Contract Dates are temporarily established based upon product purchase date. Actual contractdates will be set by Kodak.

Hardware (Scanners):	**$14,995.00 taxable**
Maintenance:	**$ 6,080.00**
Software:	**$ 1,725.00 taxable**
Shipping*:	**$ 300.00 taxable**
Sub Total	**$23,100.00**
Sales Tax @ 8%	**$ 1,361.60**
Total:	**$24,461.60**

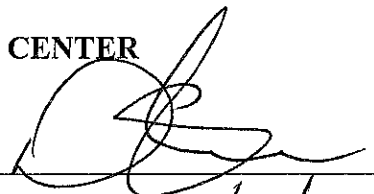
Quote is valid for 30 day from November 13, 2014. Actual price may vary at the time of purchase.

* Shipping is estimated and will be billed at actual

NMC is responsible for installation. Should installation by DataBank be required pricing will be provided.

Acceptance

NATIVIDAD MEDICAL CENTER

SIGNATURE: 

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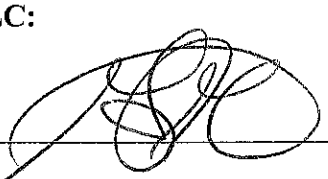
TITLE: Regional Manager - West

DATE: 11/19/2014

DATABANK IMX, LLC:

SIGNATURE: 

NAME: ~~**Dr. Kelly O'Keefe**~~ Dr. Gary Gray

TITLE: **NMC Interim CEO**

DATE: 4/15/15

DocuSign Budgetary Estimate
Agreement # 486102

NATIVIDAD MEDICAL CENTER

DOCUSIGN WITH ONBASE INTEGRATION

EXHIBIT A

NOVEMBER 13, 2014

Prepared by:
Laurel McAdams
Senior Solutions Consultant
DataBank IMX
855 Riverside Parkway, Suite 50
West Sacramento, CA 95605
www.databankimx.com

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Introduction/Overview

This Statement of Work (hereinafter SOW) is made effective as of Wednesday, November 19, 2014 ("SOW Date") between:

DataBank
855 Riverside Parkway, Suite 50
West Sacramento, CA 95605

Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

Scope of Services

DataBank (hereinafter "Vendor") will provide Professional Services for Natividad Medical Center (hereinafter "Customer"). The goal is to configure DocuSign for HR New Hire Packets and OnBase Integration.

Deliverables Breakdown

Vendor has provided a general breakdown and pricing based on general requirements as defined below. It is important to note that a formal solution discovery will need to be performed in order to further define solution requirements and solidify pricing. As previously noted, the purpose of this SOW is to provide general pricing for budgetary purposes only.

Prerequisites

Signed Blanket Services Agreement
Signed OnBase Maintenance/Support Agreement
Purchasing Vehicle from Customer
Purchase Order for the Estimated Grand Total, below
-OR-
Authorized signature on this Statement of Work, when POs are not used by Customer

Professional Services (Estimate):

Quantity:	Description:	Unit Price (Per Hr.):	Total:
4 hours	Project Survey – high level overview & planning	No Charge	No Charge
4 hours	Proof of Concept Build	No Charge	No Charge
4 hours	Discovery session for DocuSign requirements	$250.00	$1,000.00
TBD	Build	$205.00*	TBD
TBD	Testing & Training	$205.00*	TBD
TBD	Modifications	$205.00*	TBD
		Estimated Total:	TBD

***Pricing quoted is for remote/offsite services. Should NMC request onsite services the price would be $250 per hour.**

Totals:

Description:	Total:
Professional Services	TBD
Estimated Total:	**TBD**

The pricing does not include:

1) Move to new server operating systems
2) Migrate any of the OnBase components to a new server

3) Migrate the database to a newer version of SQL

Software (Estimate):

Quantity:	Description:	Unit Price:	Total:
5	DocuSign – Enterprise Edition	$550 each annually	$2,750 annually
5	DocuSign – Enterprise Edition Maintenance	$82.50 each annually	$412.50 annually
1	OnBase – Integration for DocuSign Signature	$15,000	$15,000
1	OnBase – Integration for DocuSign Signature Maintenance	$3,000	$3,000 annually
		Estimated Total:	$21,162.50

Totals:

Description:	Total:
Software	$21,162.50
Estimated Total:	**$21,162.50**

Services Rendered and Timeline Estimation

Vendor estimates that the duration of working hours and deployment services will be "30" working hours, with a "working hour" being defined as the services of one (1) person for a period of one (1) hour. The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

A breakdown of the timeline estimation for this project is provided below:

Milestone	Assignment	Timeline Estimate
Formal Solution Discovery	DataBank and Customer	
Develop Functional Design Document (FDD)	DataBank	
Approval of FDD	Customer	
Solution Development and Deployment (TEST)	DataBank	
Solution Testing	DataBank	
Solution Deployment (PROD)	DataBank	

Compensation and Payment Schedule

Vendor will charge and bill services fees to Customer for the discovery services and deployment services provided under this SOW determined on a time and materials basis at the rate of $205.00 per working hour, per person. All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Customer will be invoiced based on the amount of time actually required to complete the project. DataBank will bill once every two weeks for services performed.

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In the event that additional services are required outside the scope of this SOW a change order will be generated. The change order will contain the details of the extension to this SOW and will contain Time and Cost estimates. Once the change order has been executed by both parties a new SOW will be generated to cover the items listed in the change order. The following Vendor personnel are authorized to sign for Change Order Acceptance related to this SOW.

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Title: Regional Manager - West

Date: 11/19/14

Natividad Medical Center

Signature: _____

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Title: NMC Interim CEO

Date: 4/15/15