

**RENEWAL AND AMENDMENT NO. 7
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
DATABANK IMX LLC
FOR
ONBASE SOFTWARE MAINTENANCE**

This Renewal and Amendment No. 7 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and **DATABANK IMX LLC** (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and **DATABANK IMX LLC** had previously entered into an Agreement for Services (hereinafter "Agreement") on January 1, 2015 to provide services to NMC with a one year term and a total Agreement amount not to exceed \$150,079.10; and

WHEREAS, the Agreement expired on December 31, 2015; and

WHEREAS, NMC and Databank IMX renew and amended the Agreement on July 26, 2016 via renewal and Amendment No.1, with a retroactive term January 1, 2016, to extend the Agreement term for one (1) additional year for a revised full term of January 1, 2015 through December 31, 2016, and to add funding in the amount of \$60, 623 for revised total Agreement amount not to exceed \$213,702; and

WHEREAS, the Agreement expired on December 31, 2016; and

WHEREAS, NMC and Databank IMX renew and amended the Agreement on August 29, 2017, via renewal and Amendment No. 2, with a retroactive term January 1, 2017, to extend the Agreement term for two (2) additional year for a revised full term of January 1, 2015 through December 31, 2018, and to add funding in the amount of \$94,520 for revised total Agreement amount not to exceed \$308,222; and

WHEREAS, NMC and DataBank IMX amended the Agreement on December 11, 2018 via Amendment No.3 to extend it for an additional two (2) year period through December 31, 2020 to allow for services to continue as per the revised scope of services attached hereto as Exhibit A-3 as per Amendment No. 3" with an increase of \$146,769 for total Agreement amount not to exceed \$454,991; and

WHEREAS, NMC and DataBank IMX amended the Agreement on January 22, 2022 via Amendment No.4 to allow for services to continue as per the revised scope of services attached hereto as Exhibit A-4 as per Amendment No. 4" with an increase of \$1,640 for total Agreement amount not to exceed \$456,631; and

WHEREAS, NMC and DataBank IMX amended the Agreement on July 13, 2020 via Amendment No.5 to extend it for an additional one (1) year period through December 31, 2022 to allow for services to continue as per the revised scope of services attached hereto as Exhibit A-6 as per Amendment No. 6" with an increase of \$46,535 for total Agreement amount not to exceed \$547,484; and

WHEREAS, the Agreement expired on December 31, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 1, 2023 and to extend the term for an additional one (1) year period through December 31, 2023 for a revised full Agreement term of January 15, 2015 through December 31, 2023 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-7 as per Renewal and Amendment No. 7” and to increase the amount payable by \$48,861 for a total Agreement amount of \$596,346.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. “TERM OF AGREEMENT” Section shall be amended to the following:
“The term of this Agreement is from January 1, 2015 through December 31, 2023 unless sooner terminated pursuant to the terms of this Agreement”.
2. “PAYMENTS BY NMC” Section shall be amended to the following:
“COUNTY” shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A and Exhibit A-7, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 7, Amendment No.6, Amendment No.5, Amendment No.4, Amendment No.3, Renewal and Amendment No. 2, Renewal and Amendment No. 1 and Original Agreement. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$596,345”.
3. “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” Section shall be amended to the following:
***“The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-7: Additional Scope of Services/Payment provisions as per Renewal and Amendment No. 7.”***
4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 7, the provisions of this Renewal and Amendment No. 7 shall govern.
5. This Renewal and Amendment is effective retroactively on January 1, 2023.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 7 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy Lee Smith*
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 11/30/2022

APPROVED AS TO FISCAL PROVISIONS

By: *Jennifer Forsyth*
Monterey County Chief Deputy Auditor-Controller

Date: Auditor-Controller Analyst II, 11/29/2022

CONTRACTOR

DataBank IMX

CONTRACTOR's Business Name
****Signature instructions below****

Electronically Signed 2022.11.15 18:48:08 UTC - 73.188.70.218
Matt Murphy

By: _____
(Signature of Chair, President, or Vice-President)

Matt Murphy, Healthcare Practice

Name and Title

11/15/2022

Date: _____

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

Name and Title

Date: _____

*****SIGNATURE 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. (2 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. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)

Statement of Work

Scope of Services

- 1) 2023 OnBase Support and Maintenance Expenses.

Pricing Breakdown

OnBase Licenses, Maintenance, and Software Pricing

Description	Code	Price for Each	Quantity	1 Year of Annual Maintenance	Total Price
Maintenance and Support for Current OnBase Environment - 1/1/2023 to 12/31/2023					\$48,860.90
Total Software					\$48,860.90

The Maintenance and Support Cost above are ALL-INCLUSIVE of all fees and taxes. There is no travel required for the provision of maintenance and support, so there are no travel cost included in this subtotal.

Annual Maintenance Fees

(a) Initial Maintenance Period. Initial Maintenance Period. NMC shall pay to DataBank the Annual Maintenance Fees Specified in the SOW for the Initial Maintenance Period for the Initial Supported Software license under this Agreement. DataBank shall invoice NMC for such Annual Maintenance Fees in full promptly on or after Delivery of Software. NMC shall pay to DataBank Annual Maintenance Fees in such amounts as are invoices by DataBank for all Supported Software modules that NMC makes add-on purchase of license under this Agreement. DataBank shall invoice NMC for the Annual Maintenance Fees for the Initial maintenance period applicable to such Supported Software modules promptly upon DataBank's acceptance of NMC's purchase order for the purchase of Maintenance and Support for such Software.

(b) Subsequent Maintenance Periods. Customer shall pay to DataBank Annual Maintenance Fees in such amounts as are invoiced by DataBank for all renewal maintenance periods after the initial maintenance period applicable to a particular Supported Software or Extended Support Software module under paragraph (a) above. DataBank shall invoice Customer for the Annual Maintenance Fees for a renewal maintenance period at least thirty (30) days prior to the end of the then-current maintenance period.

Professional Services Assumptions and Notes

Throughout the length of the agreement, NMC may request support or services from DataBank in the form of Professional Services.

SUPPORT SERVICES: The Services to be made available for the NMC shall include, but not be limited to, OnBase Document Management Software and related applications as required. This will also apply to consulting services as required for Natividad Medical Center (NMC). The services will be provided in an accurate, professional manner in accordance with industry standards.

Statement of Work

Service Level	Contract Type	OnBase Contract Service	DataBank Contract Terms
Level A	BTA	TBD	\$205/hr
Overtime	BTA	TBD	+25% of Std Rate

Level A: DataBank Standard service fee and OnBase standard install/configuration

TERM: The term of the agreement shall be from the date the agreement is accepted by DataBank for two years, or until the expiration time contracted for herein, whichever comes first.

TIME OF SERVICE: Standard time of service is 8:00 am to 5:00 pm, Monday through Friday CST, excluding holidays. Services performed at times other than standard times of service may be available on a pre-scheduled or overtime basis. Services performed prior to 8:00 am and after 5:00 pm will be charged at the "Overtime" rates listed above. "Overtime" rates are not subject to change by purchasing a "Block Time Agreement".

RESPONSE TIME OF SERVICE: Standard response time for "Telephone Support" is an average time of 8 hours. This time is started once the service request is initiated with DataBank. Standard response time for "On-site Support" is an average of 1 day. This time is started once the service request is initiated with DataBank. Response to service under contract will be same day attention to problems and will be given priority over non-contracted requests. Responses to non-contracted requests will be on a first come, first serve and resource availability basis. This contract is not a guaranteed response or repair time contract.

DATA SECURITY RESPONSIBILITY: It is the responsibility of the NMC to ensure that all of their data are adequately backed up, duplicated and documented. DataBank will not be responsible for NMC's failure to do so, nor for the cost of restructuring data stored on disks, tapes, memories, etc. lost during the course of performance of services hereunder.

TEST ENVIRONMENT: It is assumed that the NMC will provide a test environment that closely resembles the production environment. All testing and modifications should be made in a test environment prior to implementing changes into a production environment. DataBank assumes no responsibility or liability due to changes made in a production environment without prior testing of those changes within a test environment. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.

CONFIDENTIALITY: DataBank agrees to preserve the confidentiality of data or information relating to the NMC's business which is clearly so designated by the NMC to DataBank personnel.

NON-INTERFERENCE: NMC understands and acknowledges that the Company has invested a substantial amount of time and money in training its service technicians. Accordingly, NMC agrees not to attempt to hire, nor accept a request for employment from, any systems engineer or other Company employee for a period of one year after the date any such employee has last performed any services for NMC and after termination of this agreement.

NOTICE: Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status DataBank AGREES TO NOTIFY NMC PROMPTLY OF ANY SUCH NOTICE and after that point. NMC agrees to take responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.

Statement of Work

Statement of Work Agreement

This SOW represents DataBank's offer to deliver the items set forth herein; and this offer shall be accepted only upon NMC signing and delivering this SOW to DataBank within 30 days from the date of this document (the "Acceptance Deadline"). DataBank and NMC may withdraw this offer at any time prior to acceptance by both parties. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank and NMC, if this offer is not accepted, in the manner provided above, by both parties 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 agreement and shall be given the same force and effect.

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

DataBank IMX

Company Name ("DataBank")

Electronically Signed: 2022-11-15 16:18:58 BY UTC: 73 188 732 218
Matt Murphy
 NMCs: Ktawr5y9k 433a6f29-193a-4d29-9526-4f46f33585a

By (Signature)

Matt Murphy, Healthcare Practice

Printed Name and Title

Address

City, State, Zip

__/__/__ 11/15/2022

Dated

Natividad Medical Center

Company Name ("Client")

By (Signature)

Printed Name and Title

Address

City, State, Zip

__/__/__

Dated

Statement of Work

Receipt of Invoices

All invoices shall be sent by DataBank to Customer to the address specified below:

Customer:	Accounts Payable Department
Attention:	AP
Address:	
Address:	
City:	Salinas
State:	CA
ZIP Code:	93906
Email:	AccountsPavableEmail@natividad.com
PO Number:	