

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN DATABANK IMX, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
HARDWARE AND SOFTWARE SUPPORT & MAINTENANCE WITH PROFESSIONAL
SERVICES FOR THE ONBASE DOCUMENT PRODUCTION SCANNING SYSTEM**

This Amendment No. 4 to the Services Agreement (“Agreement”) which was effective on January 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Databank IMX, LLC.(hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Hardware and Software Maintenance and Professional Services with a term January 1, 2015 through December 31, 2015 and a total Agreement amount not to exceed \$153,079.10; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 1, 2016 via Renewal and Amendment No. 1 to extend the term for an additional one (1) year period through December 31, 2016 and to add an additional \$60,623, thereby increasing the total Agreement amount to \$213,702; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 1, 2017 via Renewal and Amendment No. 2 to extend the term for an additional two (2) year period through December 31, 2018 and to add an additional \$94,520, thereby increasing the total Agreement amount to \$308,222; and

WHEREAS, NMC and CONTRACTOR amended the Agreement 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 a total Agreement amount not to exceed \$454,991: and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-4 per Amendment No. 4” with a \$1,640 increase for the added services for a total Agreement amount of \$456,631.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Renewal and Amendment No 1, Renewal and Amendment No. 2, Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, EXHIBIT A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4 as per Amendment No. 4 attached hereto this Amendment No. 4. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$456,631.”

2. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: Contractor pricing detail of OnBase Software Maintenance, Production Document Scanner Maintenance and Professional Services, as per Renewal and Amendment No. 1.
Exhibit A-2: per Renewal and Amendment No. 2
Exhibit A-3: per Amendment No. 3
Exhibit A-4: per Amendment No. 4."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1, Renewal and Amendment No. 2 and Amendment No. 3.
4. A copy of this Amendment No. 4 shall be attached to the Agreement.
5. This Amendment No. 4 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 1/22/20

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel

Date: Jan 15, 2020

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 1/17/2020

CONTRACTOR

Databank IMX, LLC
CONTRACTOR's Business Name
See instructions below

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

Adam Herrmann Vice President of Professional Services
Name and Title

Date: 1/1/2020

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

Name and Title

Date: _____

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 an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).



EXHIBIT A-4 as per Amendment No. 4

PROFESSIONAL SERVICES: The Services to be made available for the Customer shall include design and configuration of the Hyland OnBase products. This will also apply to consulting services as required for Customer. The services will be provided in an accurate, professional manner in accordance with industry standards.

CHARGE AND PAYMENT: Unless one of the following prepayment plans is purchased, Customer will be charged DataBank's standard non-contracted rate(s) for services performed. Telephone support charges (outside the maintenance contract) will be incurred at a (15) minute minimum, commencing at the time of the return call by a DataBank qualified staff. Onsite support charges will be incurred at a (1) hour minimum starting at the time a DataBank employee is dispatched to the Customer site. There is no travel fee and no travel reimbursement allowed under this agreement.

ESTIMATED: 8 hours (\$1,640.00)

Service Level	Contract Type	DataBank Contract Terms	Travel & Expenses
Level A	Time and Materials	\$205/hour	N/A

Level A: DataBank Standard service fee for OnBase design and development, database work, or custom development.

TERMS: These services will be used to perform specific training on how to best use and implement Unity Client, VPD, and Microsoft Outlook integration in Client's environment. It is estimated that this effort will require 8 hours of work.

PROJECT MANAGEMENT: DataBank will assign a Project Manager/Coordinator or Team Lead who will setup the project in the internal PSA system and coordinate DataBank's technical team personnel and schedules. The hours for these services are included in the overall estimate above.

NON-STANDARD TIME POLICY: Professional Services are considered non-standard time if they belong to one of the following situations:

1. Work is being performed in the same time zone as DataBank Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
2. Work is being performed in a different time zone other than that of DataBank Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

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 Customer to ensure that all of their data are adequately backed up, duplicated and documented. DataBank will not be responsible for Customer'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.

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

NON-INTERFERENCE: Customer understands and acknowledges that the Company has invested a substantial amount of time and money in training its service technicians. Accordingly, Customer 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 Customer and after termination of this agreement. In the event Customer breaches the terms of this section of the agreement, Customer shall be liable to Company in an amount equal to the applicable employee's documented contract hourly rate (listed above) multiplied by 2,000 hours.

NON-SOLICITATION OF EMPLOYEE(S) POLICY: The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit or encourage, or cause others to solicit or encourage, any of the other party's employees or contractors or any affiliate to terminate their employment or engagement. Each party shall not, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current customer or an affiliate or any prospective customers made known to it by the other party for any business relating to in anyway, the business of the party or otherwise interfere with the business relations between the party and any such customers.

TEST ENVIRONMENT: It is assumed that Client 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.

REMEDY: If DataBank fails to fulfill its contractual obligation; the Customer has the right to recover an equitable amount not to exceed such related service charges as were paid to DataBank pursuant to this agreement. In no event shall DataBank be liable to Customer or any other person or entity, whether in contract, tort or any other basis, for incidental, consequential, indirect, or special damages or liabilities, or for loss of revenue, loss of business or other financial loss arising from services performed by any representative of DataBank.

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 assumes that the client is taking responsibility for monitoring such end-of-life, depreciation, 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.



IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Amendment No. 4 and shall be effective when signed by both parties.

DataBank IMX

Company Name ("DataBank")

[Handwritten Signature]

By (Signature)

Adam Herrmann Vice President of Professional Services

Printed Name and Title

620 Freedom Business Center, Suite 120

Address

King of Prussia, PA 19406

City, State, Zip

11/1/2020

Dated

Natividad Medical Center (NMC)

Company Name ("Client")

[Handwritten Signature]

By (Signature)

Gary R Geyro

Printed Name and Title

Address

City, State, Zip

___/___/___

Dated