

**RENEWAL AND AMENDMENT NO. 1
TO THE
SERVICES AGREEMENT
BETWEEN
NATIVIDAD MEDICAL CENTER
AND
DATABANK IMX**

This **RENEWAL AND AMENDMENT NO. 1, retroactive to January 1, 2016**, to the Services Agreement ("Agreement"), dated January 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and DataBank IMX, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Parties had previously entered into an Agreement on January 1, 2015 for the provision of Hardware, Software, Hardware and Software Maintenance and Professional Services for the OnBase Document Production System Upgrade for NMC in an amount not to exceed \$153,079.10; and

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

WHEREAS, the Parties wish to renew and amend the Agreement on the same of similar terms, beginning January 1, 2016, per Exhibit A.1 as per Renewal AND Amendment NO. 1 for OnBase scanning equipment and software, including maintenance, to extend the Agreement term an additional one (1) year for a revised full term of January 1, 2015 through December 31, 2016, and add funding in the amount of \$60,622.79, for a revised total Agreement amount not to exceed \$213,701.89.

AGREEMENT

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

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

1. This RENEWAL AND AMENDMENT NO. 1 **has a retroactive effective date of January 1, 2016**, for a revised full Agreement term of January 1, 2015 through December 31, 2016 unless sooner terminated pursuant to the terms of this RENEWAL and per the Agreement.
2. **Section 2. "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 and EXHIBIT A.1, subject to the limitations set forth in this Agreement and in this RENEWAL AND AMENDMENT NO. 1. The total amount payable by NMC to CONTRACTOR under this Agreement **shall not exceed the sum of \$213,701.89.**"
3. **Section 3, 3.1 "TERM OF AGREEMENT, first sentence"** shall be amended to the following: The term of this Agreement is from January 1, 2015 through December 31, 2016 unless sooner terminated pursuant to the terms of this Agreement.
4. **Section 4. "ADDITIONAL PROVISIONS/EXHIBITS"** shall be amended to include Exhibit A.1, incorporated herein by reference and constitute a part of the Agreement:
Exhibit A: Scope of Services/Payment Provisions attached to the original Agreement
Exhibit A.1: Contractor's pricing detail of OnBase Software Maintenance, Production Document Scanner Maintenance and Professional Services, as per RENEWAL AND AMENDMENT NO. 1.
5. If there is any conflict or inconsistency between the provisions of the Agreement, or this

RENEWAL AND AMENDMENT NO. 1, the provisions of this RENEWAL AND AMENDMENT NO. 1 shall govern.

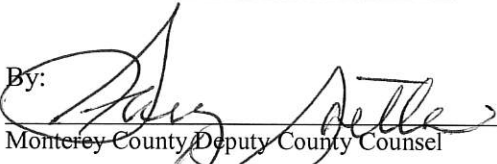
IN WITNESS WHEREOF, the parties hereby execute this RENEWAL AND AMENDMENT NO.1 as follows:

Natividad Medical Center

By: _____
Gary R. Gray, DO, CEO

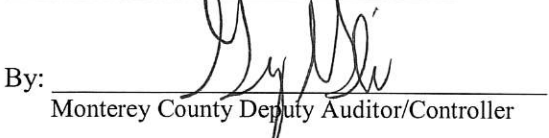
Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: 7/8/2016

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller

Date: 7-8-16

DataBank IMX

CONTRACTOR's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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

RENEWAL AND AMENDMENT NO. 1, the provisions of this RENEWAL AND AMENDMENT NO. 1 shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL AND AMENDMENT NO.1 as follows:

Natividad Medical Center

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____


APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

DataBank IMX


CONTRACTOR's Business Name*** (see instructions)



Signature of Chair, President, or Vice-President

Ron Thompson Jr. SVP Western OS
Name and Title

Date: 6/30/16

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

SANDY BRUNNER, CFO
Name and Title

Date: 7/5/16

***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)



**OnBase Software Maintenance,
Production Document Scanner Maintenance
& Professional Services
Exhibit A.1**



Provided by:

DataBank IMX, LLC.

**Laurel E. McAdams
Senior Solutions Consultant
(415) 760-7075
lmcadams@databankimx.com**

April 18, 2016

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, 2016 – December 31, 2016

Document Management Core Software Maintenance:	\$17,760.00
Processing Software Maintenance:	\$ 2,140.00
Scanning Software Maintenance:	\$11,200.00
Web Server Software Maintenance:	\$ 2,000.00
Extended Maintenance Fee*:	\$ 2,979.00

Total Due: **\$36,079.00****

*Not applicable when upgrades are performed regularly.

**Maintenance prices are driven off the list price of the software module at the time of maintenance renewals. Hyland Software Inc., the creators of OnBase, periodically increases the list price of modules due to product development and enhancements. Should a module list price increase during this agreement term DataBank is required to bill NMC for the increase.

Scanner Inventory & Hardware Maintenance Detail
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Scanner Maintenance	Qty.	Serial #(s)	Department(s)
Kodak Truper 3610 Scanner	1	B7513RE1258*	Business Office
Kodak i1440 Scanner	2	45676498, 45676501	Records & Retention

***Includes: Preventive Maintenance (PM) On - Site Visits (V-CARE®):**

A managed on-site technician will be scheduled to arrive at the equipment location to perform a thorough preventive maintenance visit to clean, inspect, and re-calibrate the unit.

Scanner Maintenance is provided through Versitec. Consumables are not included and would need to be purchased separately.

Service:

Model #	Qty Support Level	Total PM's	Serial#	Service Coverage
Kodak I1440	1 Same Business Day On-site	0	45676498	01/01/16 - 12/31/16
Kodak I1440	1 Same Business Day On-site	0	45676501	01/01/16 - 12/31/16
Kodak TRUPER3610	1 Next Business Day On-site	1	B7513RE1258	01/01/16 - 12/31/16

Production Document Scanner Maintenance Pricing Detail Term January 1, 2016 – December 31, 2016
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Hardware Maintenance – Ongoing	Qty.
Kodak Truper 3610 Scanner (Serial Number B7513RE1258)	1
Kodak i1440 Scanner (Serial Numbers, 45676498, 45676501)	2
Total Due:	\$4,043.79

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

2016:

Services	Hours	Hourly Rate	Total Cost
Professional Services – Offsite	100 hours	\$205.00 / hour	\$20,500.00
		Total:	<u>\$20,500.00</u>

Should NMC require professional services to be performed onsite DataBank will bill for all Travel & Expenses according to NMC T&E Policy.

2016 Pricing Summary

Description	Amount
Software Maintenance	\$36,079.00
Hardware Maintenance	\$ 4,043.79
Professional Services	\$20,500.00
Total:	<u>\$60,622.79</u>