

**RENEWAL AND AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
DATABANK IMX, INC.**

**FOR
Hardware, Software Support & Maintenance and Professional Services for the OnBase Document
Production System Upgrade.**

This Renewal and Amendment No. 2, retroactive to January 1, 2017 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, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, the Parties had previously entered into an Agreement for Services (hereinafter "Agreement"), on January 1, 2015 through December 31, 2015 to provide Hardware, Software, Hardware and Software Maintenance and Professional services to NMC with a one (1) year term and a total Agreement amount not to exceed \$153,079.10; and

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

WHEREAS, NMC and CONTRACTOR 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 a revised total Agreement amount not to exceed \$213,702; and

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

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 1, 2017, per "Exhibit A-2 as per Renewal and Amendment No. 2" for Onbase Software and Software Maintenance, to extend the Agreement term and additional two (2) year for a revised full term of January 1, 2015 through December 31, 2018, and add funding in the amount of \$94,520, for a revised total Agreement amount not to exceed \$308,222

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. This Renewal and Amendment No. 2 has a retroactive effective date of January 1, 2017 for a revised full Agreement term of January 1, 2015 through December 31, 2018 unless sooner terminated pursuant to the terms of this RENEWAL and per the Agreement.

2. **Section 2 "PAYMENTS BY NMC"** Section 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 and Exhibit A-2**, subject to the limitations set forth in this Agreement and in this RENEWAL AND AMENDMENT No. 1 and RENEWAL AND AMENDMENT No. 2. The total amount payable by NMC to CONTRACTOR shall not exceed the sum of **\$308,222**
Section 3, 3.1 "TERM OF AGREEMENT, first sentence" shall be amendment to the following: The term of this Agreement is from January 1, 2015 through December 31, 2018 unless sooner terminated pursuant to the term of the Agreement.
3. **Section 4 "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 attached to the original Agreement.
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: Exhibit A-2 per Renewal and Amendment No. 2."
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL AND AMENDMENT No. 2, the provisions of this RENEWAL AND AMENDMENT NO. 2 shall govern.

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~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this RENEWAL AND AMENDMENT NO. 2 as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 8/4/17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor/Controller

Date: 8-7-17

CONTRACTOR

Databank IMX, Inc.
CONTRACTOR's Business Name

See instructions below

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

Heath Tagtmeyer, Dir. of Sales
Name and Title

Date: 07-18-17

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. (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)

Exhibit A-2 per Renewal and Amendment No. 2



**OnBase Software Maintenance,
Existing Production Document Scanner Maintenance
& New Scanners Purchase and Maintenance**



Provided by:

DataBank IMX, LLC.

**Mary Bertelsen
Solutions Consultant
(208) 921-2667**

mbertelsen@databankimx.com

May 15, 2017

NMC's OnBase System Description, Maintenance, Services 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 security-driven, 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 the location of physical records.
Production Document Imaging (Scanning)	Scanning and indexing 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, 2017 – December 31, 2018

Document Management Core Software Maintenance:	\$19,620.00
Processing Software Maintenance:	\$ 2,140.00
Scanning Software Maintenance:	\$11,200.00
Web Server Software Maintenance:	\$ 2,000.00

Total Due 2017:	<u>\$34,960.00</u>
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Estimated Due 2018:	<u>\$34,960.00</u>
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****Maintenance prices are based on the list price of the software module at the time of maintenance renewals. OnBase is scalable; if your needs increase, and the software configuration changes, the maintenance may increase. This would happen with your full consideration and input. 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. Two events can cause price increases: an increase in the solution scope with additional module purchases, or module price increase. Additional purchases would be with prior agreement from both parties. Module price increases are passed from the software manufacturer and have 6 months or greater notice. In the event of such price increase should take effect, Both parties shall exercise section "15.2 Amendment" of the Master Agreement (County Service Agreement with Databank IMX).**

OnBase Software Services

OnBase services can be purchased in blocks with 100 hour minimum. These hours can be used for upgrades and system enhancements. Your last upgrade was about 35 hours, and did not include script or integration upgrades. If you have legacy scripts or an integration to a system that has been updated or is planned to be updated, you should allow extra time to address those. I suggest at least 120 hours to account for an upgrade and the 80 hours requested.

OnBase has many new healthcare options. At your convenience, I will schedule a business process discussion to learn if the new options are applicable for Natividad. Targeted for mid-July.

100 hours- min.	\$20,500
120 hours- example	\$24,600
150 hours- example	\$31,160

Summary

Description	Amount
OnBase Maintenance (EST. 2 years)	\$ 69,920.00
Software services- 120 hours (ex.)	\$ 24,600.00
Total:	<u>\$ 94,520.00</u>

**Thank you for the opportunity to serve
Natividad Medical Center!**