

**AMENDMENT NO. 3
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. 3 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, Software, 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 currently wish to amend 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.

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 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-3 as per Amendment No. 3" attached hereto this Amendment No. 3. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$454,991."
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from January 1, 2015 through December 31, 2020 unless sooner terminated pursuant to the terms of this Agreement."

3. 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: Exhibit A-2 per Renewal and Amendment No. 2

Exhibit A-3: Exhibit A-3 as per Amendment No. 3

4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 3.
5. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
6. This Amendment No. 3 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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____
11/16/18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
11/19/2018

CONTRACTOR

Databank IMX, Inc.

CONTRACTOR's Business Name

See instructions below

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

CHUCIL BAKER President
Name and Title

Date: _____
10/31/2018

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

SANDY BRUNNER CFO
Name and Title

Date: _____
10/31/18

*****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-3 as per Amendment No. 3 for period
January 1, 2019 through December 31, 2020**

Scope of Services for January 1, 2019 through December 31, 2020

NMC agrees to purchase and CONTRACTOR agrees to provide the following:

- 1) 2019 & 2020 OnBase Support and Maintenance Expenses as outlined herein.
- 2) Software modules, components, and maintenance as outlined below.
- 3) Professional services upon request by NMC.

I. Pricing Summary for goods and services January 1, 2019 through December 31, 2020:

Category	Solution Price	2 Years of Annual Maintenance	Total Price
2019/2020 Maintenance & Support on Current OnBase Environment	N/A	\$79,768.01	\$79,768.01
New Software Purchases	\$30,000.00	\$12,000.00	\$42,000.00
Software Installation, Deployment, Upgrades, and Support for New Software Purchases not to exceed Total Price			\$25,000.99
TOTAL COSTS			\$146,769.00

II. Pricing Breakdown (A more detailed breakdown of costs is included on next page)

OnBase Licenses, Maintenance, and Software Pricing January 1, 2019 through December 31, 2020:

Description	Code	Price for Each	Quantity	2 Years of Annual Maintenance	Total Price
Maintenance and Support for Current OnBase Environment - 1/1/2019 to 12/31/2019					\$39,294.62
Maintenance and Support for Current OnBase Environment - 1/1/2020 to 12/31/2020					\$40,473.39
Unity Client Server	UCSIPI1	\$15,000.00	1	\$6,000.00	\$21,000.00
Unity Forms Included with Unity Client	UFIP11	\$0.00	1	\$0.00	\$0.00
Virtual Print Driver	PTIPC1	\$5,000.00	1	\$2,000.00	\$7,000.00
MS Outlook Integration	OUTIPI1	\$10,000.00	1	\$4,000.00	\$14,000.00
SUBTOTAL of new software/hardware plus 2 years maintenance and support					\$121,768.01

The Maintenance and Support Costs 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 costs included in this subtotal.

The total costs for all goods and services between January 1, 2019 through December 31, 2020 shall not exceed \$146,769.00.

III. Annual Maintenance Fees

Initial Maintenance Period. NMC shall pay to CONTRACTOR the Annual Maintenance Fees specified in the SOW for the Initial Maintenance Period for the initial Supported Software licensed under this Agreement. CONTRACTOR shall invoice NMC for such Annual Maintenance Fees in full promptly on or after Delivery of the Software. NMC shall pay to CONTRACTOR Annual Maintenance Fees in such amounts as are invoiced by CONTRACTOR for all Supported Software modules that NMC makes add-on purchases of licenses for under this Agreement. CONTRACTOR shall invoice NMC for the Annual Maintenance Fees for the initial maintenance period applicable to such Supported Software modules promptly upon CONTRACTOR's acceptance of NMC's purchase order for the purchase of Maintenance and Support for such Software.

IV. Professional Services Fees

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

- a. **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.
 - b. **CHARGE AND PAYMENT:** For the length of the agreement, the NMC agrees to be billed semi-monthly for all Professional Services rendered. NMC will be charged CONTRACTOR's standard service fee as listed herein under TABLE A: Professional Services Fees. Telephone support charges for professional services only (outside the maintenance contract) will be incurred at a (15) minute minimum, commencing at the time of the return call by a CONTRACTOR qualified staff. On-site support charges will be incurred at a (1) hour minimum starting at the time a CONTRACTOR employee is dispatched to NMC site. Travel shall be reimbursed only in connection with the provision of onsite professional services and only in accordance with the Monterey County Travel and Business Expense Reimbursement Policy. A copy of the policy is available online at <http://www.co.monterey.ca.us/auditor/policies.htm>. The budget for travel for the provision of onsite professional services shall not to exceed \$5,000.
- I. If a CONTRACTOR scheduled visit or appointment is cancelled by client within 24 hours, CONTRACTOR reserves the right to charge a 4-hour (\$740) cancellation fee.

TABLE A: Professional Services Fees

Service Level	Contract Type	OnBase Contract Service	CONTRACTOR Contract Terms
Level A	Professional Services: Time & Materials	TBD	\$205/hr.
Overtime	Professional Services: Time & Materials	TBD	+25% of Standard Rate

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

V. 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.

VI. 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 CONTRACTOR. Standard response time for "On-site Support" is an average of 1 day. This time is started once the service request is initiated with CONTRACTOR. 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 Agreement is not a guaranteed response or repair time contract.

VII. DATA SECURITY RESPONSIBILITY: It is the responsibility of the NMC to ensure that all of their data are adequately backed up, duplicated and documented. CONTRACTOR 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.

VIII. TEST ENVIRONMENT: It is assumed that the 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. CONTRACTOR assumes no responsibility or liability due to changes made in a production environment without prior testing of those changes within a test environment. CONTRACTOR assumes no liability or responsibility for any changes made in the production environment that are not made by a CONTRACTOR employee.

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

X. 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.

XII. 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. CONTRACTOR AGREES TO NOTIFY NMC PROMPTLY OF ANY SUCH NOTICE and after that point, NMC agrees to take responsibility for monitoring such end-of-life, depreciation, or sunset schedules and taking necessary precautions. If CONTRACTOR 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.

XIII. Binding Affects, Agreements, and Notes

a. Description of each itemized software module, license, and component above:

- I. **Unity Client Server** – UCSIP1 - The Unity Client is the next generation OnBase desktop application, offering the familiar look-and-feel of Microsoft Office products. With intuitive ribbon-style toolbars and tabs and easy access to features, users can easily navigate and perform their primary job tasks with little-to-no training. Unity Client also enables individual users to personalize their interface in order to quickly access the forms and functions they use most often. Installation and administration are simplified with WAN optimized deployment options that support ClickOnce (or MSI) technology for both on-premise or hosted environments.
- II. **Unity Forms** - UNIP11 – Unity Forms are the future of OnBase electronic forms, simplifying the creation and speeding the implementation of advanced forms. Form creators use an integrated, point-and-click Forms Designer that greatly reduces the time and specialized skill required to build forms for use in OnBase. For end users completing forms, advanced controls add functionality like data validation, dynamic rules and actions, calculations and more, with a consistent experience across devices. Included free with Unity Client Server purchase.
- III. **Virtual Print Driver** – PTIPC1 - The Virtual Print Driver appears as a standard printer in Windows applications and enables users to electronically print documents directly into OnBase. The printer can prompt for an import dialog or can save the documents into a network directory to be swept into a scan queue. Virtual Print Driver can eliminate the expensive practice of printing documents in order to scan them back into OnBase.

- IV. **MS Outlook Integration** – OUTIPI1 - Integration for Microsoft Outlook 2010, 2013 and 2016 allows an Outlook user to interact with OnBase content and Workflow processes through their familiar Outlook interface. This integration provides users with multiple methods for importing emails and any associated attachments as documents, including drag-and-drop to an Outlook folder with automatic indexing using mail message field mappings. Users can also retrieve OnBase documents directly through Outlook, increasing adoption and reducing training costs.