

**AMENDMENT NO. 8
TO SERVICES AGREEMENT
BETWEEN DATABANK IMX, LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
HARDWARE AND SOFTWARE SUPPORT & MAINTENANCE WITH PROFESSIONAL
SERVICES FOR THE ONBASE DOCUMENT PRODUCTION SCANNING SYSTEM**

This Amendment No. 8 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 ("NMC"), and Databank IMX, LLC ("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 Agreement was executed for Hardware, Software, Maintenance and Professional Services with a term of 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 July 26, 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 August 29, 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 on December 11, 2018 via Amendment No. 3 to extend the term for an additional two (2) year period through December 31, 2020 and to add an additional \$146,769, thereby increasing the total Agreement amount to \$454,991; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 22, 2020 via Amendment No. 4 to allow for services to continue with additions to the scope of work and to add an additional \$1,640, thereby increasing the total Agreement amount to \$456,631 with no change to the term; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 5 on July 13, 2020 to extend it for an additional one (1) year period through December 31, 2021 to allow for services to continue as per the revised scope of services attached hereto as "Exhibit A-5 as per Amendment No. 5" with an increase of \$44,318 for a total Agreement amount not to exceed \$500,949; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 6 on December 15, 2021 to extend it for an additional one (1) year period (January 1, 2022 through December 31, 2022) for a revised full agreement term of January 1, 2015 through December 31, 2022 to allow for services to continue as per the revised scope of services attached hereto as "Exhibit A-6 per Amendment No. 6" with an increase of \$46,535 for a total Agreement amount of \$547,484; and

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

WHEREAS, the Parties wish to renewed and amended the Agreement via Renewal & Amendment No. 7 on January 19, 2023, 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; and

WHEREAS, COUNTY and CONTRACTOR currently wish to extend the Agreement to extend it for an additional six (6) month period (January 1, 2024 through June 30, 2024) for a revised full agreement term of January 1, 2015 through June 30, 2024 to allow for services to continue as per the revised scope of services attached hereto as “Exhibit A-8 per Amendment No. 8” with an increase of \$24,431 for a total Agreement amount of \$620,776.

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, in Renewal and Amendment No. 1, Renewal and Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Renewal & Amendment No. 7 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-8 as per Amendment No. 8 attached hereto this Amendment No. 8. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$620,776.”
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 June 30, 2024 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

Exhibit A-4: Exhibit A-4 as per Amendment No. 4

Exhibit A-5: Exhibit A-5 as per Amendment No. 5

Exhibit A-6: Exhibit A-6 as per Amendment No. 6

Exhibit A-7: Exhibit A-7 per Renewal and Amendment No. 7

Exhibit A-8: Exhibit A-8 as per Amendment No. 8

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 8 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, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 and Renewal & Amendment No. 7.
5. A copy of this Amendment No. 8 shall be attached to the Agreement.
6. This Amendment No. 8 shall be effective when both parties have signed.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 8 on the basis set forth in this document and have executed this Amendment No. 8 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
 Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
 By: Stacy Saetta
 C0ECE1B99F444A9...
 Monterey County Deputy County Counsel

Date: 11/16/2023 | 12:05 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
 By: Jennifer Forsyth
 4E7E657875454AE...
 Monterey County Deputy Auditor/Controller

Date: 11/16/2023 | 3:22 PM PST

CONTRACTOR

Databank IMX, LLC

CONTRACTOR's Business Name

See instructions below

By: Lynn M. Bell
 (Signature of: Chair, President, or Vice-President)

Lynn M. Bell VP, Revenue Enablement

 Name and Title

Date: 11/16/2023

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-8 as per Amendment No. 8 for period
January 1, 2024 through June 30, 2024

NO. MO54001662
DATE: 10/23/2023

Sales Order No. MO54001662
Order Type Maintenance Contract
Customer ID NAT2002

BILL TO:	SHIP TO:
ACCOUNTS PAYABLE NATIVIDAD MEDICAL CENTER P.O. BOX 81611 SALINAS, CA 93912-1611	MEDICAL RECORDS NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD. SALINAS, CA 93906

Notes:

****OnBase Maintenance increase:** Hyland has the annual uplift on OnBase maintenance as 7.5% effective immediately. This uplift is reflected on the current invoice.

****Reinstatement fees:** Effective with your 2024 customer renewal, will be a mandatory 10 percent reinstatement fee for any past due invoice. Hyland will no longer offer any type of grace period. Databank is to receive full payment before 12/28/2023 so that we may process the associated paper work with our technology partners. Receipt of a Purchase Order will not continue maintenance coverage.

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LOCATION CODE		SHIP VIA		ORDERED BY		CUSTOMER P.O. NO.	
54		Best Way					
ORDER DATE		TERMS		SALES PERSON		CONTRACT NUMBER	
				Mushat, N			
PART NUMBER		QUANTITY		UNITS	UNIT PRICE	DISC %	EXTENDED PRICE
17005		1.00		EACH	24,430.450000	0.00	24,430.45
Hyland Maintenance Renewal - 1/1/2024 thru 6/30/2024							

0.00

24,430.45

Continued

**MAINTENANCE INVOICE****NO. MO54001662****DATE: 10/23/2023**

Sales Order No. MO54001662
Order Type Maintenance Contract

Customer ID NAT2002

BILL TO:	SHIP TO:
ACCOUNTS PAYABLE NATIVIDAD MEDICAL CENTER P.O. BOX 81611 SALINAS, CA 93912-1611	MEDICAL RECORDS NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD. SALINAS, CA 93906

Notes: **OnBase Maintenance increase: Hyland has the annual uplift on OnBase maintenance as 7.5% effective immediately. This uplift is reflected on the current invoice.
 **Reinstatement fees: Effective with your 2024 customer renewal, will be a mandatory 10 percent reinstatement fee for any past due invoice. Hyland will no longer offer any type of grace period. Databank is to receive full payment before 12/28/2023 so that we may process the associated paper work with our technology partners. Receipt of a Purchase Order will not continue maintenance coverage.

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LOCATION CODE		SHIP VIA		ORDERED BY		CUSTOMER P.O. NO.	
54		Best Way					
ORDER DATE		TERMS		SALES PERSON		CONTRACT NUMBER	
				Mushat, N			
PART NUMBER		QUANTITY		UNITS	UNIT PRICE	DISC %	EXTENDED PRICE

Notes: HSI # 8280
 CTMPC1 Concurrent Client (1-100) Maintenance 4
 CTMPC1 Concurrent Client (1-100) Maintenance 10
 CTMPC1 Concurrent Client (1-100) Maintenance 9
 CTMPN1 Named User Client (1-100) Maintenance 10
 CTMPN1 Named User Client (1-100) Maintenance 35
 CTMPW1 Workstation Client (1-100) Maintenance 2
 DIMPW1 Production Document Imaging (Kofax or Twain) (1) Maintenance 1
 DIMPW2 Production Document Imaging (Kofax or Twain) (2+) Maintenance 3
 DIMPW2 Production Document Imaging (Kofax or Twain) (2+) Maintenance 14
 DPMPW1 Document Import Processor Maintenance 1
 DRMPI1 Document Retention Maintenance 1
 OBMPW1 Multi-User Server Maintenance 1
 OCMPI1 Batch OCR Maintenance 1
 OUTMPI1 Integration for Microsoft Outlook Maintenance 1
 PRMPI1 Physical Records Management Maintenance 1
 PTMPC1 Virtual Print Driver Maintenance 1
 SNMPI1 Single Sign-On for Microsoft Active Directory Service Maintenance 1
 UCSMPI1 Unity Client Server Maintenance 1
 UFMPI1 Unity Forms Maintenance 1
 WLMPN1 Workflow Named User Client SL (1-20) Maintenance 2
 WLMPW1 Workflow Workstation Client SL (1-20) Maintenance 1

0.00

 24,430.45

Continued