

**RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
FORWARD ADVANTAGE, INC.
FOR
IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE**

This Renewal and Amendment No. 3 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 Forward Advantage, Inc. (hereinafter "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 County of Monterey on behalf of Natividad Medical Center and Forward Advantage, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on March 23, 2016 to provide Imprivata OneSign single sign-on solution software services to NMC with a two (2) year term and a total Agreement amount not to exceed \$267,967; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 on March 16, 2018 to extend the term for an additional three (3) year period through March 22, 2021 for a revised full Agreement term of March 23, 2016 through March 22, 2021 to allow for services to continue with revisions to the Statement of Work (Exhibit A of the original Agreement) attached hereto as "Exhibit A-1 per Amendment No. 1" and to include an updated Business Associate Agreement as an attachment to the Agreement with a \$111,600 increase for a revised total Agreement amount not to exceed \$379,567; and

WHEREAS, the Parties amended the Agreement on November 20, 2019 via Amendment No. 2 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" and to add an additional \$7,000 thereby increasing the total Agreement amount to \$386,567; and

WHEREAS, the Agreement expired on March 22, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning March 23, 2021 and to extend the term for an additional one (1) year period through March 22, 2022 for a revised full Agreement term of March 23, 2016 through March 22, 2022 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-3 as per Renewal and Amendment No. 3" and to increase the amount payable by \$37,200 for a total Agreement amount of \$ 423,767.

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 and Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. **“TERM OF AGREEMENT” Section shall be amended to the following:**
“The term of this Agreement is from March 23, 2016 through March 22, 2022 unless sooner terminated pursuant to the terms of this Agreement”.
2. **“PAYMENTS BY NMC” Section shall be amended to the following:**
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No.1, Exhibit A-2 as per Amendment No. 2 and Exhibit A-3 as per Renewal and Amendment No. 3, subject to the limitations set forth in this Agreement, Amendment No. 1, Amendment No.2, and in this Renewal and Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$423,767.”
3. **Section 4, “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: Statement of Work/Payment Provisions
Exhibit A-1: Additional Statement of Work/Payment Provisions as per Amendment No. 1
Exhibit A-2: Additional Statement of Work/ Payment Provisions as per Amendment No. 2
Exhibit A-3: Additional Statement of Work/ Payment Provisions as per Renewal and Amendment No. 3
Exhibit B: Business Associate Agreement”
4. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.
5. This Renewal and Amendment is effective retroactively on March 23, 2021.

**To Agreement by and between
NATIVIDAD MEDICAL CENTER
and
FORWARD ADVANTAGE, INC.**

EXHIBIT A-3

Additional Statement of Work/Payment Provisions as per Renewal and Amendment No. 3

Qty	Maintenance & Support	*Pricing
1	OneSign SSO Annual Premium Maintenance SSO/AM, SSPW & VDA 2,500 Users Maintenance Period: 03/23/21 to 03/22/22	\$37,200
Total*		\$37,200

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Sallet
Monterey County Deputy County Counsel

Date: 4/27/2021

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: _____

CONTRACTOR

Forward Advantage, Inc.
CONTRACTOR's Business Name
Signature instructions below

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

Mike Koebel Vice President
Name and Title

Date: 4-16-21

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

Brian Boudreau CFO
Name and Title

Date: 4-19-2021

*****SIGNATURE 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)