



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12885

Upon motion of Supervisor Parker, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement with Forward Advantage for Software Support/Maintenance and Upgrade to the NMC faxing solution at NMC, extending the Agreement an additional 3 year period for a revised term of July 1, 2015 through June 30, 2018 and adding \$103,632 for a revised total Agreement amount not to exceed \$189,307; and
- b. Authorized the Deputy Purchasing Agent for NMC to execute up to three (3) future Amendments to the Agreement which do not significantly change the scope of work and do exceed ten percent (10%) of the original agreement amount.

PASSED AND ADOPTED on this 28th day of July 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on July 28, 2015.

Dated: August 1, 2015
File ID: A 15-247

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN Forward Advantage, AND
NATIVIDAD MEDICAL CENTER
FOR
Software Support/Maintenance and Upgrades to the NMC Faxing Solutions**

This Amendment No. 5 to the Services Agreement ("Agreement"), dated July 1, 2007 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and **Forward Advantage** ., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Software Support/Maintenance and Upgrades to the NMC faxing Solution Services with a two year term and a total Agreement amount not to exceed \$8,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 30, 2009 via Renewal and Amendment No. 1 to extend the term for an additional one year period through June 30, 2010; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2009 via Amendment No. 2 to add an additional \$50,000 thereby increasing the total agreement amount to \$58,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2010 via Renewal and Amendment No. 3 to extend the term for an additional twelve (12) month period through June 30, 2011 and to add an additional \$22,000 thereby increasing the total agreement amount to \$80,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2011 via Renewal and Amendment No. 4 to extend the term for an additional four (4) year period through June 30, 2015 and to add an additional \$5,675 thereby increasing the total agreement amount to \$85,675; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through June 30, 2018 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-5 per Amendment No. 5", to update the Business Associates Agreement with a \$103,632 increase for the added services for a total Agreement amount of \$189,307

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

1. 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 Amendment -4 to Exhibit A plus Exhibit A-5 per Amendment No.5 and attached hereto this Amendment No. 5. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$189,307."*
2. Section 3, "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is July 1,2007 to June 30, 2018 unless sooner terminated pursuant to this Agreement"*

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-5 per Amendment No.5: Smart Suite Implementation Preparation/Planning guide
Exhibit B: Business Associates Agreement
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1, Amendment No. 2 and Renewal and Amendment No. 3, Renewal and Amendment No.4.
5. A copy of this Renewal and Amendment No. 5 shall be attached to the Original Agreement.

This space left blank intentionally

IN WITNESS WHEREOF, the parties hereto are in agreement with this Renewal and Amendment No.5 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: 
Gary Grey, DO, NMC Interim CEO

Date: 6/15/15

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 6/15/15

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 6/15/15


CONTRACTOR

FORWARD ADVANTAGE, INC.
CONTRACTOR's Business Name*** (see instructions)


Signature of Chair, President, or Vice-President

Mike Knebel V.P. of Sales
Name and Title

Date: 6-4-2015

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

Brian Boudreau, secretary
Name and Title

Date: 6-4-15

***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)



Smart Suite™

Implementation Preparation/Planning Guide



Contents

Document Purpose	3
Kickoff Call	4
Implementation Roles & Responsibilities:	8
Implementation Approach	10
Implementation Preparation	10
Pre-Implementation Requirements	11
Implementation Process	13
Training	14



Document Purpose

This document is intended to outline the process for the remote implementation of your Communication Director Smart Suite. The implementation includes installation and configuration of the Communication Director Software, configuration and testing of the fax hardware/software, guidance with the setup of Demand Fax/DesktopFax, the configuration of SmartRoute, testing and training. This training, which is focused on training your trainers, will cover the administration and daily use of Communication Director via the System Tools.

Please note, in this documentation your facility is referred to as "Client", Forward Advantage, Inc. is referred to as "FAI" and Communication Director Software may be referred to as "CDS".

This document contains the following sections:

1. Kickoff Call, including Communication Director Overview & FAI Technical Resource Assignment
2. Communication Director Implementation Roles and Responsibilities
3. Implementation Approach and Timeline
 - a. Implementation Management
 - b. Pre-implementation Requirements
 - c. Implementation Process



IMPORTANT!

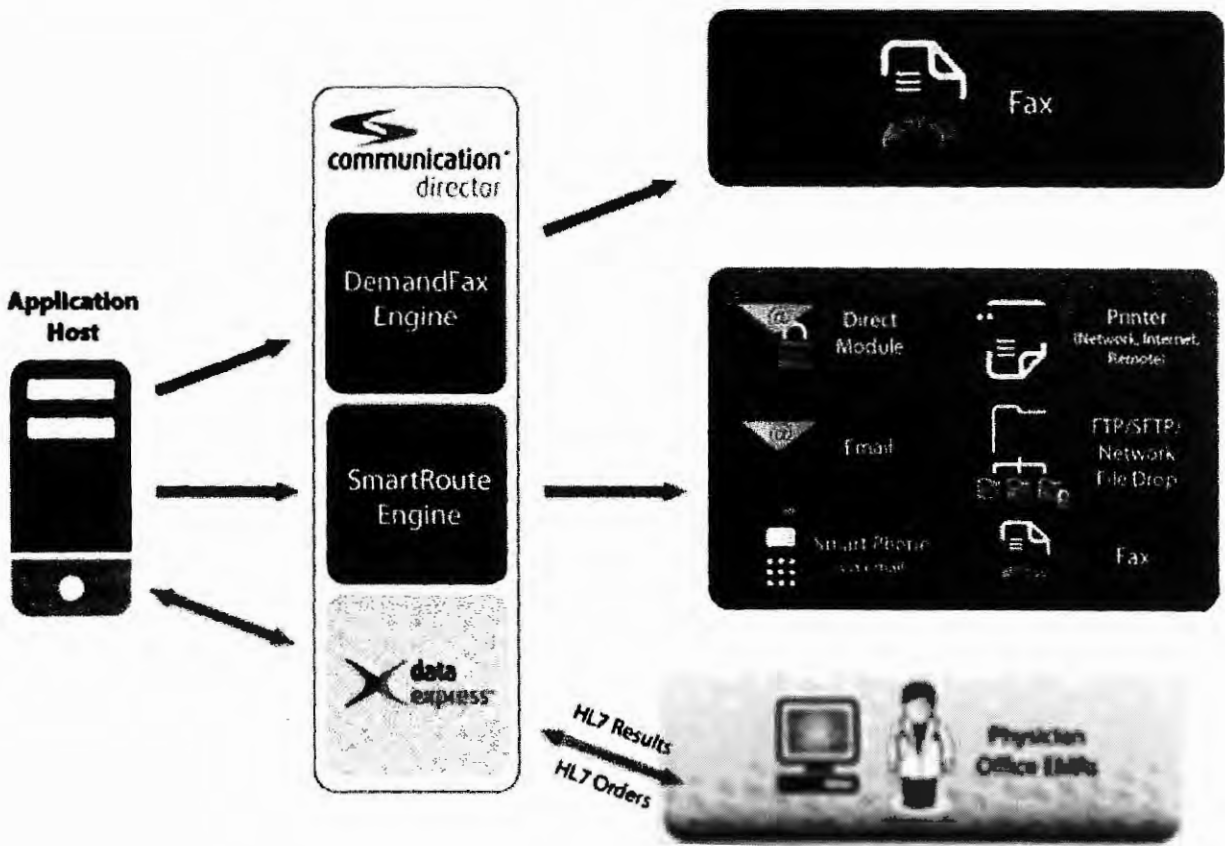
The Communication Director platform relies on information provided by you and your systems to make delivery and delivery qualification decisions. Forward Advantage is not responsible or liable for inappropriate deliveries or delivery qualifications based on the data provided. It is critically important that you test CDS to ensure deliveries and delivery decisions are made appropriately and accurately.



Kickoff Call

This will be a very high level overview, scheduled for approximate 1 hour with the Forward Advantage Client Services Coordinator.

1. Introductions
2. Verification Client's Host System(s)
3. Communication Director Overview





- 4. Review suite licensing purchased, including typical deployment
 - a. Fax Channels – Telephony/Gateway Connections
 - b. Concurrent Fax Connections
 - i. DemandFax – Integrated with supported clinical\host systems
 - ii. DesktopFax – Integrated with applications which support Windows® printing.
 - c. SmartRoute – Automated report delivery
 - i. Licensing - Based on unique set of scanning rules, delivery decisions, and Monitoring Role
 - ii. Benefits
 - 1. "Hands free" report delivery saves time, money, and reduces errors
 - 2. Individualized delivery per recipient – scheduling, method of delivery, etc.
 - 3. Enhanced logging
 - iii. Looks like a printer to your Host System
 - 1. Printer defined in Host that points to IP/Port on CDS Server
 - 2. Data must be readable by CDS
 - a. ASCII, PCL5 or PCL5e
 - b. True-True type fonts not supported
 - iv. Delivery Types (Physician Outreach)
 - 1. Fax
 - 2. Network Print
 - 3. Secure Internet Print
 - 4. Email*
 - 5. Direct*
 - 6. Smart Phone via email*
 - 7. File Transfer*
 - d. Communication Director Tools
 - i. Administration – Security, Roles, Auditing
 - ii. Web Client –System Activity Monitor, Routing, DesktopFax
 - iii. Profile Manager Interface
- 5. Server
 - a. Remote Connectivity
 - b. 3 Server Components
 - ii. Communication Director
 - iii. SQL
 - iv. Internet Information Services (IIS)

* If purchased



6. Server Considerations

- a. Certificate
- b. Active Directory Domain member server
- c. Domain user, with local Administrator rights required
- d. Policies/3rd Party Monitoring Tools

7. Discuss Telephony/FoIP Requirements

- a. Analog – POTS lines
- b. Digital or DID Telephony– refer to Dialogic web site for requirements/specifications
 - i. <http://www.dialogic.com/support/helpweb/default.aspx/TR1034>
- c. Gateway – refer to Dialogic web site for Interoperability Compliance
 - i. <http://www.dialogic.com/interoperability/fax.htm>

8. Review Roles & Responsibilities

9. Review Implementation Approach & Timeline

Implementation Timeline			
Task	Phase 1	Phase 2	Phase 3
Schedule Kickoff Call			
Kickoff Call			
Technical calls			
Schedule Implementation			
Implementation preparation			
Gateway or Digital Telephony Testing, if applicable			
Implementation, testing & training			



10. Scheduling

a. Once it is determined all the prerequisites have been met (as determined in the pre-implementation discussions), the Technical Resource will hand the project back to the FAI Coordinator for scheduling of the implementation, which includes the associated testing and training.

i. Base system installation

- 1. Gateway or digital telephony testing, if applicable 1-2 days based on telephony
- 2. Communication Director Software Installation 3 days
 - a. Includes DesktopFax

ii. SmartRoute configuration

2 days

1. Includes fax, network, or internet print delivery

- i. Inbound Fax Management* configuration and testing 1 day
- ii. Email* delivery configuration and testing 1 day
- iii. Direct* configuration and testing 1 day
- iv. Smart Phone (via email)* configuration and testing 1 day
- v. File Transfer* configuration and testing 1 day

* If purchased



Implementation Roles & Responsibilities:

There are typically five Client roles and three FAI Roles involved with a CDS implementation. In many cases, an individual will have more than one role assigned. The table below describes each role by responsibilities and skills and can be used to help you identify the appropriate resources in preparation for your CDS implementation.

<i>Client Roles</i>	<i>Responsibilities</i>	<i>Skills</i>
Implementation Lead	The Implementation Lead will be responsible for coordinating the timing of the CDS implementation and preparing their team for their roles and responsibilities leading up to and during the scheduled implementation dates. The Implementation Lead is also typically responsible for handling all communication and change management issues.	The Implementation Lead will have experience in managing software implementations and will have strong project management and coordination skills. The Implementation Lead has rolled out other software solutions within the organization and knows who to involve from an internal resource perspective.
Server Administrator	The Server Administrator will be responsible for the Windows Server (Physical or Virtual) for CDS, the certificate, and IIS. The server will need to have the operating system installed and all facility-required service packs and updates. Additionally, the Server Administrator will be responsible for granting the CDS implementer local Administrator rights on the server as well as other users' rights (Application Analyst, Interface Analyst, etc.) within the CDS Administration Tool. Finally, the Server Administrator will be responsible for backup processes.	The Server Administrator will need to have skills, access, and rights within the facility organization in order to install a networked Windows Server.
Network Administrator/ IT Team	The Network Administrator/IT Team will be responsible for preparation of the CDS server, the connectivity (remote access) for the CDS implementer, and managing the telephony to be used with the CDS fax solution.	The Network Administrator/IT Team will need to have skills, access, and rights within the facility organization in order to provide VPN connectivity and routing, as well as possible telephony services and support.



Client Roles	Responsibilities	Skills
Application Analyst	<p>The Application Analyst is responsible for creating and modifying the Host template, if needed, and working with the CDS implementer in configuring and testing. This includes the definition of routing/filtering rules, supplying recipient information and most importantly, actively testing.</p> <p>It is anticipated the Application Analyst will own the ongoing support/management of the CDS solution once it is live.</p> <p><i>Note: In the event that the Application Analyst does not have the access or skills required to perform testing from the Host System, additional staff may be required to perform this function.</i></p>	<p>The Application Analyst will have access to test and live systems from which reports will be sent. This includes the ability to create and replicate the printing of reports through your facility's standard workflow. They are also responsible for modifying the Host templates, should it be necessary during the SmartRoute configuration and testing, and have the understanding of all of the screens and processes within the Host System that allow reports to be modified, printed, monitored, etc.</p>
Trainer	<p>The Trainer is responsible for the working knowledge of the CDS Tools and being able to pass the knowledge on to the Client's CDS System Users.</p>	<p>The Trainers will need to have the appropriate Security in CDS to access all the necessary tools to provide training.</p>

Client Services Coordinator	<p>The Client Services Coordinator will be responsible for:</p> <ol style="list-style-type: none"> 1. The Initial client contact 2. Working with Client Implementation Lead to schedule the Kickoff call 3. Assigning a FAI Technical Resource for weekly calls 4. Scheduling implementation(s) with a dedicated FAI Implementation Specialist.
Technical Resource	<p>An Implementation Resource will be assigned for the initial requirement discussions and weekly status calls.</p>
Implementation Specialist	<p>The Implementation Specialist will be assigned as a dedicated resource during the implementation of CDS. They will perform the installation and configuration, work with the Application Analyst to perform testing, and provide training for the Trainers.</p>



Implementation Approach

Forward Advantage will provide the following services (delivered remotely) to ensure a successful implementation of Communication Director. The following pages include a list of the typical activities which are included in the implementation, as well as the estimated timeline and required resources.

Implementation Preparation

<i>Activity</i>	<i>Description</i>	<i>Timeline</i>	<i>Resource</i>
Kickoff call	<p>This call is designed to review this Preparation Guide with the Client.</p> <ol style="list-style-type: none"> 1. Provide a high level overview of CDS 2. Discuss licensing purchased 3. Answer high level questions 4. Assign FAI Technical Resource 5. Send Pre-implementation Checklist 	1 hour	FAI Client Services Coordinator & Client Kickoff Team
Implementation technical call	<p>This initial call is designed to begin the technical discussion phase. This call includes Implementation Lead, Server/Network/IT teams and your assigned FAI Technical Resource. The intent is to further set expectations and ensure project readiness. Additional discussion points:</p> <ol style="list-style-type: none"> 1. Certificate requirements 2. SQL 3. IIS installation discussion 4. Network Access and Remote Connectivity 	1-2 hours	FAI Technical Resource & Client IT Team
Weekly technical calls	<p>These weekly calls are designed to receive client status updates and answer any additional technical questions. These calls are optional based on Client's readiness.</p>	30 minutes	FAI Technical Resource & Client IT Team
Identify reports for delivery via SmartRoute	<p>The Implementation Lead will work with the site to identify departments which need to deliver large volumes of reports. The Implementation Lead will gather report examples. Typical SmartRoute usage is seen in Lab, Radiology & Medical Records Departments. Additionally, PDOC, Order Entry, Pharmacy, and Materials Management are common areas for use of a SmartRoute.</p>	As soon as possible	Client Implementation Lead



Activity	Description	Timeline	Resource
Implementation scheduling call	Once the pre-implementation decisions/validations are completed, the FAI Technical Resource will hand the project back to the FAI Client Services Coordinator to schedule the CDS <i>Smart Suite</i> Implementation. Once dates are confirmed, the FAI Client Services Coordinator will send an email confirming Scheduled Dates, Reschedule Deadline, and Implementation Specialist(s) contact information.	5 – 15 minutes	FAI Client Services Coordinator & Client Implementation Lead

Pre-Implementation Requirements

Activity	Description	Timeline	Resource
Confirm DMG, fax software or hardware status	If purchased through FAI, the FAI Client Services Coordinator will confirm the Dialogic Media Gateway (DMG), SR140 License, or fax card has been delivered, or is scheduled for delivery.	At time of implementation scheduling	FAI Client Services Coordinator
Confirm server is ready for implementation	The Network Administrator/IT Team will confirm server has been staged (meeting or exceeding FAI's Minimum Server Configurations), added to your domain, and is ready for implementation. If using a physical server and fax card, verify that the fax card is installed. <i>If you are utilizing a virtual server we strongly recommend taking a snapshot of the clean server.</i> Please Note: If the server does not meet our Minimum Server Configurations, the implementation will be postponed until such time the server has been updated to meet specifications. This could incur a financial penalty if not completed by the Reschedule Deadline. If you do not have access to a Minimum Server Specification document, the FAI Client Services Coordinator can provide it for you.	2 weeks prior to scheduled implementation	Network Administrator/IT Team
Verify telephony	The Network Administrator/IT Team will confirm the type of telephony to be used, and in the case of Fax-Over-IP, the gateway in place at each facility, meets the Dialogic requirements.	2 weeks prior to scheduled implementation	Network Administrator/IT Team
Verify connectivity to server	The Network Administrator/IT Team will confirm that the CDS Implementation Specialist has access to the server.	2 weeks prior to scheduled implementation	Network Administrator/IT Team



Activity	Description	Timeline	Resource
Certificate	If provided by the customer, the Network Administrator/IT Team will install the certificate. <i>NOTE - If a certificate is not provided by the implementation date, FAI will provide the certificate.</i>	2 weeks prior to scheduled implementation	Network Administrator/IT Team
SmartRoute Pre-implementation conference call(s)	The Implementation Lead will coordinate a conference call(s) with the decision makers in the various departments to discuss delivery requirements for each type of report.	As soon as possible	FAI Implementation Specialist & Client Application Analyst
Create provider download	The Application Analyst will work to create the initial provider download from Host system to populate the CDS Routing Database via the Profile Manager Interface, and provide site specific dialing rules.	1 – 2 weeks prior to scheduled implementation	FAI Implementation Specialist & Client Application Analyst
Additional discussion points	<ol style="list-style-type: none"> 1. Concurrent Connection Allocation for DesktopFax 2. Coalescing 3. Delivery Priority 4. PrintBack Printers 5. Profile Manager Interface (PMI) 6. Dialing Rules 7. Fax Header 8. Fax Cover Pages 9. Security & Roles 10. Training Schedule 11. Workgroup phone books (if required) 12. Cut-over/downtime <ol style="list-style-type: none"> a. Plan for up to a full day 	1-2 weeks prior to scheduled implementation	FAI Implementation Specialist & Client Application Analyst



IMPORTANT!

In order to meet to the following Implementation Timeline, the previously stated Pre-Implementation Requirements must be completed at least 2 weeks in advance of the Scheduled Implementation. You will have a reschedule deadline 2 weeks prior to scheduled date, unless FAI approves an alternative date. Once you have scheduled your implementation, it is important that you notify us if your schedule requires adjustment due to time constraints or other issues. We require at least two weeks advance notice if you need to reschedule or cancel your scheduled implementation dates. If insufficient notice is given, or if you are not ready for implementation as scheduled, you may be charged in full for all scheduled implementation services. Any additional services required to complete your implementation will require an additional purchase order.



Implementation Process

Activity	Description	Time	Resource
Telephony testing	The FAI Implementation Specialist will test the Gateway configuration (and associated telephony) with the SR140 faxing software or the TR1034 fax card and associated telephony (based on functionality purchased). <i>This step is not necessary with analog telephony.</i>	2 days	FAI Implementation Specialist & Network Administrator/IT Team
System installation & configuration	The FAI Implementation Specialist will: <ol style="list-style-type: none"> 1. Install the CDS Platform 2. Test analog telephony (if used) 3. Configure base CDS Platform 4. Configure Concurrent Fax Connections 5. Configure and test Profile Manager Interface (PMI) including client dialing rules 	1 day	FAI Implementation Specialist
Demand Fax	Configure Host System for DemandFax (only if using this functionality)	Time varies based on Host System	Client Host System Analyst
SmartRoute	The client will create a printer in the Host System, as appropriate, for sending the documents to a SmartRoute. The FAI Implementation Specialist will confirm the delivery rules for each SmartRoute. Once a document is received, the FAI Implementation Specialist can begin configuration. Client Application Analyst must be available to send additional documents for validation as needed. Once the configuration is ready, the client will send test documents to validate all possible delivery scenarios.	2 days per SmartRoute	Client Host System Analyst
Web Client deployment	The Implementation Specialist will instruct the client staff on requirements: <ol style="list-style-type: none"> 1. Silverlight 2. .net 4.0 (full) 3. Certificate 	Approx. 30 min	FAI Implementation Specialist & Client IT Staff



<i>Activity</i>	<i>Description</i>	<i>Time</i>	<i>Resource</i>
DesktopFax	The FAI Implementation Specialist will assist the client staff with: <ol style="list-style-type: none"> 1. Migrating Legacy DesktopFax settings as needed 2. Configuration 3. Initial testing 4. Security 5. Workgroup Phone Books 	Approx. 2 hours	FAI Implementation Specialist & Client IT Team
Testing	Client should fully test all DemandFax/DesktopFax scenarios.	Approx. 2 hours	Client Staff

Training

<i>Activity</i>	<i>Description</i>	<i>Time</i>	<i>Resource</i>
Administration Training	<ol style="list-style-type: none"> 1. User Management 2. Services 3. System Maintenance 4. Auditing 5. Database Management 6. Desktop Fax Management 7. System Logging 	30 minutes – 1 hour	FAI Implementation Specialist & Client Trainers/IT Staff
User Training	<ol style="list-style-type: none"> 1. Dashboard 2. System Activity Monitor <ul style="list-style-type: none"> • Overview • Security Roles • Redeliver/Redirect • Advance Filtering • Redeliver • Troubleshooting 3. DesktopFax <ul style="list-style-type: none"> • Security Roles • Installation/Migration • Workgroup Phonebook • Profiles 	Up to 4 hour	FAI Implementation Specialist & Client Trainers/IT Team



Activity	Description	Time	Resource
	<p>4. Routing</p> <ul style="list-style-type: none">• Overview• Recipients• Sources• Custom Routing• Shared Routing• Scheduling		



Forward Advantage, Inc.

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www.forwardadvantage.com

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February 11, 2015

Ryan Peterson
 Natividad Medical Center
 1441 Constitution Boulevard
 Salinas, CA 93912

Dear Ryan,

Thank you for requesting a proposal to virtualize your Communication Director software. Per your request, I have prepared this proposal for your review. This proposal reflects the upgrade to CDS 4 in a virtual environment as well as the additional software and implementation we have discussed.

Communication Director 4:

Communication Director 4: offers enhanced performance with browser-based ease of use. The re-designed user interface is more intuitive, and easier to use and navigate. The improved performance and management of Communication Director 4 will reduce IT burden for your organization.

- **System Activity Monitor** – Access to all activity detail and a new, interactive Dashboard that allows you to easily view a LIVE summary of your system.
- **Routing** – In addition to the simplified user interface and terminology, Routing now also provides drag-and-drop support for associating users with shared routes.
- **DesktopFax** – The new user interface offers users a streamlined approach to fax creation, user-configurable cover page settings and more. Faxing is now tied to the Active Directory user, providing accessibility to personal settings and phonebook wherever the user logs on.

Please Note:

- The Communication Director 4 software is available at no charge since your facility has maintained a Software Maintenance & Technical Support Services Agreement. To show our appreciation for maintaining this agreement, we have also extended a 25% discount towards the Implementation services for this upgrade.

Communication Director 4 Upgrade	Remote Implementation*
Communication Director System Installation of new software: • Installation of Communication Director 4 software. • No new configurations included: Assumes we will be using copies of current Communication Director configuration files and database provided by the client.** • Testing after installation. (Note: Plan for up to 4-8 hours of down time)	\$6,000
Subtotal	\$6,000
Less Maintenance & Support Agreement Discount	<\$1,500>
Total	\$4,500

*Implementation of the software is performed remotely via customer's VPN or other remote control method. If you would like implementation on-site please contact Forward Advantage, Inc. for a separate proposal.

**If copies of your current CDS configuration files and database are not available, Forward Advantage, Inc. will need to do an assessment of your system to determine the additional cost.



communication[™]
director

Virtual Server Implementation

Step Summary	Details of Activity	Responsible Parties
7. CDS Administration Overview Training	FAI will provide an overview of the CDS Administration Tool. The intended audience is the person or persons who will be responsible for Security, Server/Communication Director Service, as well as Archiving (Network Administrator, IS Clinical Analyst, etc.)	Client & FAI
8. Create Monitoring Groups (if allowed by licensing)	FAI will assist in the creation of the desired Monitoring Groups (i.e. Lab, Radiology, etc.) Once the Monitoring Groups are created, the Client will then add the desired Domain Users and/or Domain Groups to each of their respective Monitoring Groups. (Note: It is recommended that Domain Groups are utilized in order to minimize the amount of activity required by the Network Administrator inside of the CDS Administration Tool)	Client & FAI
9. Update configurations, databases and Monitoring Groups	FAI will associate Monitoring Groups to existing DemandFax/Desktop Fax Ports along with SmartRoute Scanning Templates. The configuration files will be copied and updated from the existing Communication Director server. (Note: Each connection to Communication Director may have a Monitoring Group assigned.)	FAI
10. Review of Monitoring Group Assignments	Review the Monitoring Group assignment to the existing DemandFax/Desktop Fax and SmartRoute Connections.	Client & FAI
11. Start Communication Director Service on new server	Start the Communication Director Service on the server.	Client & FAI
12. Testing	Client will test Communication Director DemandFax, Desktop Fax, SmartRoutes, and Inbound Fax Management, as appropriate. It is recommended that all DemandFax/Desktop Fax ports be tested for successful and failed deliveries. SmartRoutes should be tested for all possible variations of tokens, deliveries and failures. (It is very important that the appropriate Client staff is prepared prior to the implementation for this testing phase).	Client & FAI
13. CDS Activity Monitor Overview Training	FAI will provide an overview of the CDS System Activity Monitor. The intended audience is any supervisory or trainer level person who will have the CDS System Activity Monitor installed on their desktop. (Network Administrator, IS Clinical Analyst, LIS Coordinator, RIS Coordinator, etc.)	Client & FAI
14. Live	Upgrade Complete	Client & FAI



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director

Virtual Server Implementation

This document is intended to be a guide for the implementation of Communication Director onto a virtual server. The actual timeframes may vary depending upon system size, client connection speed, server preparation, and other client specific items. Implementations are performed remotely. Clients must be prepared for the implementation; including remote training sessions (Time estimates assume the Client has completed all preparations).

The following needs to be reviewed by the client prior to the upgrade:

- ❖ Validate the server meets the Recommended Server Specifications
- ❖ Verify your facility uses Windows® authentication to access your domain
- ❖ Review of desired Monitoring Groups

The following must take place prior to the upgrade:

- ❖ Create/Update the domain user the under which the Communication Director Service will run. (This user must have basic rights on the Domain as well as Local Administrator rights on the Communication Director Server.)

Please note, in this document your facility is referred to as "Client" and Forward Advantage, Inc is referred to as "FAI".

<u>Step Summary</u>	<u>Details of Activity</u>	<u>Responsible Parties</u>
1. Server Preparation	Create the server in a virtual environment, and install the operating system, including any updates. Verify server meets the Recommended Server Specifications and is ready for the installation. Verify the user under which Communication Director Service will run has sufficient rights to login via connection method.	Client
2. Gateway Preparation	See appropriate Gateway Implementation guide.	Client
3. Software Installation	Install Microsoft SQL Server Express 2005 (unless full SQL installation is provided by Client), Communication Director Services (Tools Included) and required operation system components. This installation will require that the server be rebooted at least once.	FAI
4. Test Faxing	Test each fax channel to validate telephony as well as confirm a portion of the Dialing Rules (i.e. Dial "9" for outside line, etc.).	FAI
5. Stop Communication Director Service on Existing Server	FAI will stop the Communication Director Service on the existing server.	Client & FAI
6. Reconfigure name and IP address of servers (if desired)	The Client will be required to shutdown the existing and new servers, changing the name and IP addresses to allow cutover or reconfigure the host system to send data to the new Communication Director server. This will require a period of downtime.	Client

Forward Advantage, Inc.

7255 N. First Street, Suite #106, Fresno, California 93720 Tel: (559) 447-1777, Fax: (559) 436-4217

Additional Software and Services:

Qty	Fax Channels and Concurrent Fax Connections	Software	Remote Implementation*
6	Fax Channels	\$9,000	\$600
12	Concurrent Fax Connections	\$4,800	\$1,200
5	SmartRoute Reconfigurations		\$5,000
		Subtotal	\$20,600

**Implementation of the software is performed remotely via customer's VPN or other remote control method. If you would like implementation on-site please contact Forward Advantage, Inc. for a separate proposal.*

***Your Annual Software Maintenance & Technical Support Services Agreement will increase by \$2,760 per year with the addition of the Fax Channels and Concurrent Fax Connections.*

16 Channel Inbound Fax Management:

Inbound Fax Management: Allows for the distribution of faxes from outside facilities to be distributed enterprise wide via Email, Network Print and File Transfer delivery. This functionality uses the SR140 Faxing Software and a Dialogic Media Gateway or Dialogic-certified interoperable VoIP solution.

File Transfer: Communication Director gives you the flexibility to transmit report files across your network via File Transfer Protocol (FTP), secure FTP, or the network file copy mechanism. This functionality requires SmartRoute Technology or Inbound Fax Management.

Email: Communication Director can deliver inbound faxes to recipients via e-mail as an attachment in a PDF, DCX or TIF image.

Please note:

- Encryption is *not* provided with this module. If your facility already has an encryption solution that does not require user intervention, we will be happy to test it with you.
- Email delivery requires either an SMTP mail server or MAPI 1.0 compliant server and client.

16 Channel Inbound Fax Management Special	Pricing*
16 Inbound Fax Channels Email, File Transfer & Network Print Delivery Inbound Fax Management Module	\$31,120
Subtotal	\$31,120

**Implementation of the software is performed remotely via customer's VPN or other remote control method. If you would like implementation on-site please contact Forward Advantage, Inc. for a separate proposal.*

***Your Annual Software Maintenance & Technical Support Services Agreement will increase by \$6,500 per year with the addition of the 16 Channel Inbound Fax Management Special.*

The Inbound Fax Management special is being offered as a special package price and cannot be modified.

SmartAlert:

SmartAlert Technology: SmartAlert is an alerting system specifically designed for Communication Director, Data Express and Bed Stat. SmartAlert monitors the server based on a large variety of criteria, and sends SMTP email alerts related to conditions for those criteria. If you should decide to utilize a multi-server version, please contact Forward Advantage, Inc. for a proposal.

We strongly recommend installing SmartAlert on a server (physical or virtual) or workstation separate from your Communication Director system. SmartAlert may run on a Microsoft Windows 2003 or 2008 server with 20 MB of available RAM and 1 GB of free disk space or a workstation running Windows XP or 7 with 20 MB of available RAM and 1 GB of free disk space. If you have any questions, please contact Forward Advantage.

Qty	SmartAlert Technology	Pricing*
1	Single Server License for SmartAlert	\$2,000
Subtotal		\$2,000

This proposal is valid for 30 days unless otherwise stated. Price is in US Dollars.

**Implementation of the software is performed remotely via customer's VPN or other remote control method. If you would like implementation on-site please contact Forward Advantage, Inc. for a separate proposal.*

***Your Annual Software Maintenance & Technical Support Services Agreement will increase by \$375 per year with the addition of SmartAlert.*

Required items:

Communication Director may be run on Windows® Server 2008 or Windows® Server 2012 (64-bit). I have attached the Minimum Server Configurations for your review.

Communication Director uses the Dialogic Brooktrout SR140 Fax Software and a Dialogic-certified Gateway for report delivery. You may purchase these through Forward Advantage or your hardware vendor. If you purchase through your own source, please verify the model and part numbers match the description below.

Qty	Dialogic SR140 Faxing Software & FoIP Testing	Pricing
1	24 Channel SR140-24-R3 (Part #951-104-42)	\$12,014
1	1 Yr Value Per Unit Plan through Dialogic (Part # 951-104-42-1V) FoIP Testing*	\$1,318
Total		\$4,000
		\$17,332

**Implementation of the software is performed remotely via customer's VPN or other remote control method. If you would like implementation on-site please contact Forward Advantage, Inc. for a separate proposal.*

Please note: This pricing assumes no Gateway purchase is required. See page 4 for additional information.

In order to utilize Dialogic® Brooktrout® SR140 Faxing Software, a Gateway is required. Please visit the link below to verify your Gateway is certified by Dialogic®. If supported, please note the manufacturer, model and release/version number of the VoIP Gateway in use. If you have any questions, please contact Forward Advantage, Inc.

<http://www.dialogic.com/interoperability/fax.htm>

I DO have a Dialogic-certified Gateway in place.*

Manufacturer/Model: _____

Release/Version: _____

**If during VoIP Testing, It is discovered the Gateway is incompatible with Dialogic® Brooktrout® SR140 Faxing Software, testing will be halted and need to be re-scheduled at the customer's expense.*

I DO NOT have a Dialogic-certified Gateway in place.

Please note: This pricing assumes you will be using your Cisco Call Manager and that you have verified Interoperability via the link above.

Summary of Charges	
Communication Director 4 Upgrade	\$4,500
Additional Software & Services (Fax Channels, Concurrent Fax Connections, SmartRoute Reconfiguration)	\$20,600
16 Channel Inbound Fax Management Special	\$31,120
SmartAlert	\$2,000
Required Items	\$17,332
Total	\$75,552

This proposal is valid for 30 days unless otherwise stated. Price is in US Dollars.

Please note: All pricing assumes receipt of a Purchase Order by June 30, 2015, and purchase of the multiyear Maintenance and Support Agreement, proposed separately. Late payment of multiyear Maintenance and Support Agreement may result in a lapse of support and delayed implementation of new functionality.

By signing below, you hereby acknowledge and understand that a Gateway is required to utilize Dialogic® Brooktrout® SR140 Faxing Software. If applicable, I have visited the link provided to verify my Gateway is supported by Dialogic®. I am aware that if FoIP and Gateway Testing must be halted due to my Gateway's incompatibility with Dialogic® Brooktrout® SR140 Faxing Software, I will be required to re-schedule testing at my own expense.

If the above quote meets with your approval, please indicate your acceptance below and fax a purchase order along with this signed proposal to (559) 436-4217. Upon receipt we will contact you to schedule implementation.

Accepted by:

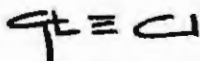
Natividad Medical Center

By: _____ Date: _____

Name _____ Title: _____

If you have any questions, please do not hesitate to call or e-mail. Thank you again for your interest.

Sincerely,



Cynthia Cerda
 Account Representative
 Tel: (877) 636-7927 Ext. 1227
 Fax: (559) 436-4217
cynthia.cerda@forwardadvantage.com
 czh



February 11, 2015

Ryan Peterson
Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93912

Dear Ryan,

Thank you for requesting a proposal for a three-year renewal of your annual 24x7 software maintenance and technical support 24x7 coverage. Based on your request, I have prepared this proposal for your consideration and review.

The annual amount for 24x7 maintenance and support will be \$11,700. This dollar amount assumes additional software is purchased based on the proposal dated February 11, 2015. A 20% discount has been applied for purchasing 3 years. This amount does not include any additional software beyond what is currently owned and what is proposed on the proposal dated February 11, 2015. Your current contract is valid through June 30, 2015.

Software Maintenance & Technical Support	Price
Three Year 24x7 From July 1, 2015 through June 30, 2018	\$28,080
Total	\$28,080

This proposal is valid for 30 days unless otherwise stated. Price is in US Dollars.

If this proposal meets with your approval, please fax a purchase order to (559) 436-4217. If you have any questions, please do not hesitate to contact me. Thank you again for your interest.

Sincerely,

A handwritten signature in black ink, appearing to read 'C=C' with a stylized flourish.

Cynthia Cerda
Account Representative
Tel: (877) 636-7927 Ext. 1227
Fax: (559) 436-4217
cynthia.cerda@forwardadvantage.com
cjh

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective January 1, 2015 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Forward Advantage ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

EXHIBIT to Agreement between NMC and Foward Advantage

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

EXHIBIT to Agreement between NMC and Foward Advantage

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

EXHIBIT to Agreement between NMC and Foward Advantage

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

EXHIBIT to Agreement between NMC and Foward Advantage

4. **TERMS AND TERMINATION**

4.1 **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 **Termination.** Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 **Automatic Termination.** This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. **MISCELLANEOUS**

5.1 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver.** This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

EXHIBIT to Agreement between NMC and Foward Advantage

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Forward Advantage

7255 N. First Street, Suite 106

Fresno, CA 93720

Attn: Mike Knebel

Phone: 877-636-7927 ext.1283

Fax: _____

If to Covered Entity, to:

Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

Attn: NMC Contracts Division

Phone: (831) 755-4111

Fax: (831) 757-2592

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

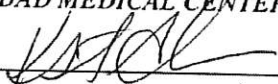
EXHIBIT to Agreement between NMC and Foward Advantage

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

[BUSINESS ASSOCIATE]

*COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER*

By: 

By: 

Print Name: Mike Knebel

Print Name: Kristen Aldrich

Print Title: Vice President of Sales

Print Title: Deputy Purchasing Agent

Date: June 4, 2015

Date: 7-1-15