

**AMENDMENT NO. 4
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
FORWARD ADVANTAGE, INC.
FOR
IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE AND IDENTITY GOVERNANCE
SOFTWARE**

This Amendment No. 4 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 renewed and amended 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; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend the term for the Imprivata OneSign single sign-on solution for an additional three (3) year period through March 22, 2025, to extend the associated maintenance and support, and to add Imprivata Identity Governance software services to the scope of work, all of which are attached hereto as "Exhibit A-4 per Amendment No. 4", for an increase of \$297,617 and a revised total Agreement amount not to exceed \$721,384.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the original Agreement and Amendment No. 1, Amendment No. 2, Renewal and Amendment 3, incorporated herein by this reference, except as specifically set forth below.

1. **Paragraph 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, and Exhibit A-4 attached hereto this Amendment No. 4, all subject to the limitations set forth in the Agreement. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$721,384.”

2. **Paragraph 3.1 under “3. TERM OF AGREEMENT” shall be amended to the following:**

“The term of this Agreement is from March 23, 2016 through March 22, 2025 unless sooner terminated pursuant to the terms of this Agreement”.

3. **Paragraph 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 A-4: Additional Statement of Work/ Payment Provisions as per Amendment No. 4

Exhibit B: Business Associate Agreement (as revised and attached to Amendment No. 1)”

4. If there is any conflict or inconsistency between the provisions of the original Agreement, Amendment No. 1, Amendment No. 2, Renewal and Amendment No. 3, and Amendment No. 4, the provisions of this Amendment No. 4 shall govern.

5. This Amendment No. 4 is effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

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

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. Seitz*
Monterey County Deputy County Counsel

Date: 2/10/2022

APPROVED AS TO FISCAL PROVISIONS

By: *Burcu Mousa*
Monterey County Chief Deputy Auditor-Controller

Date: 02/10/2022

CONTRACTOR

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

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

Mike Knebel, Vice President
Name and Title

Date: 2-10-2022

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

Brian Boudreau CFO
Name and Title

Date: 2-10-2022

*****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)

Exhibit A-4: Additional Scope of Services/ Payment Provisions



Qty	Maintenance & Support	*Pricing
1	OneSign SSO Annual Premium Maintenance SSO/AM, SSPW & VDA 2,500 Users Maintenance Period: 05/31/22 to 05/30/23	\$39,660.00
Total*		\$39,660.00

This is the projected pricing. If additional users are purchased before May 30, 2022, additional charges may apply.

Should Natividad opt to purchase additional users, the transaction will be via a written amendment signed by both parties.



by Forward Advantage

7255 N. First Street, Suite 106
 Fresno, CA 93720
 Phone: 877.636.7927
 Fax: 559.436.4217

Proposal: FAI-NMC-20211013-2600-IDG 36MOSUB

Proposed Date: October 13, 2021

Provided For: Natividad Medical Center
 Attn: Timothy Luttrupp
 IT Operations and Service Manager
 1441 Constitution Blvd
 Salinas, CA 93906

Representative: Todd Ledyard, Director of Sales
 877.636.7927 ext. 1704
todd.ledyard@ForwardAdvantage.com

QTY	SKU	Description	US \$	US \$
2600	SUB-IMP-IDG-V	License Fees Imprivata Identity Governance - Premium (36 Month Subscription) (1)	\$ 47.88	\$ 124,488.00
12 200	PS-GENERAL-ONSITE-DAILY PS-GENERAL-REMOTE-HRLY	Implementation Fees Installation and Configuration Services Day - Onsite ## (1) (2) Installation and Configuration Services - Remote, Hourly (Hourly rate per person) (1) (2)	\$ 2,200.00 \$ 237.50	\$ 26,400.00 \$ 47,500.00
TOTAL Implementation Fees			\$	\$ 73,900.00
SUBTOTAL QUOTE			\$	\$ 198,388.00
			Taxes	TBD
			Shipping	TBD
TOTAL QUOTE			\$	\$ 198,388.00
Customer Accepted and Agreed				
Name:				
Title:				
Phone:				
Date:				

Comments
 (1) Above pricing is based upon standard SOW. Final pricing will be based on actual project scope and to be determined prior to final contract completion.
 (2) Please reference project scope document for implementation and deployment details (document Imprivata_IdG_SOW_Natividad_Medical_Center_v2).

 Travel and expenses are not included

Prices are in U.S. Dollars and are valid for purchase prior to 03/31/2022.

F.O.B: Origin Payment Terms: Net 30 Days

Special Terms & Conditions:
 Your use of the Imprivata Software, Hardware and/or Services set forth on this Quote is governed by the applicable terms set forth at imprivata.com/legal which are accepted by you by either (i) your execution of the Quote, (ii) your issuance of a purchase order and/or (iii) your installation of the Imprivata Software or Hardware. Provided, however, if the parties have mutually executed a written agreement for the purchase of such Software, Hardware and/or Services, in which case, the written agreement shall govern. All shipments are Incoterms 2010: FCA, Seller's Factory. Third party authentication devices are Non-Cancelable/Non-Returnable. You shall bear all costs of transportation, shipping, and insurance. Risk of loss and title (except for Software) passes to you upon delivery to the carrier.



by Forward Advantage

Forward Advantage, Inc.
 7255 N. First Street, Suite 106
 Fresno, CA 93720
 Phone: 877.636.7927
 Fax: 559.436.4217

Proposal: FAI-NMC-20211110-35USRPAM

Proposal Date: November 10, 2021

Provided For: Natividad Medical Center
 Attn: Timothy Luttrupp
 IT Operations and Service Manager
 1441 Constitution Blvd
 Salinas, California 93906

Representative: Todd Ledyard, Director of Sales
 877.636.7927
 todd.ledyard@forwardadvantage.com

QTY	SKU	Description		
35	SUB-PAM-P	PAM License Fees License: Imprivata Privileged Access Management - Premium Support (includes 2 Enterprise Nodes) (36 Month Subscription)	\$ 1,416.24	\$ 49,568.40
1	PS-PAM	PAM Implementation, Deployment and Training Fees Services Package - Base Privileged Access Management Installation ## (1)	\$ 10,000.00	\$ 10,000.00
Total License Fees			\$	49,568.40
Total Service Fees			\$	10,000.00
SUBTOTAL QUOTE			\$	59,568.40
			Sales Tax	N/A
			Shipping	N/A
TOTAL QUOTE			\$	59,568.40
Order Acceptance: By signing below customer accepts the terms of this proposal as an irrevocable purchase order.				
Signature:				
Name:				
Title:				
Date:				
<p>## Travel and Expenses are not included</p> <p>Comments</p> <p>(1) PAM Administrator Training and assistance with workflow configurations.</p> <p>Standard Terms: Your use of the Imprivata Software, Hardware and/or Services set forth on this Quote is governed by the applicable terms set forth at imprivata.com/legal which are accepted by you by either (i) your execution of the Quote, (ii) your issuance of a purchase order and/or (iii) your installation of the Imprivata Software or Hardware. Provided, however, if the parties have mutually executed a written agreement for the purchase of such Software, Hardware and/or Services, in which case, the written agreement shall govern. All shipments are Incoterms 2010: FCA, Seller's Factory. Third party authentication devices are Non - Cancelable/Non-Returnable. You shall bear all costs of transportation, shipping, and insurance. Risk of loss and title (except for Software) passes to you upon delivery to the carrier. All prices exclude shipping charges which are added upon invoicing, if applicable. Software and hardware will be invoiced upon shipment. Services will be invoiced upon receipt of customer purchase order.</p>				

**Forward Advantage Professional Services
Statement of Work
Imprivata Identity Governance Solution (IdG)
Natividad Medical Center**

December 30, 2021

PROJECT SUMMARY & SCOPE:

Natividad Medical Center (“Customer”) would like to engage the Forward Advantage Professional Services team (“Consultant” or “Consultants”) to provide professional services consulting with the design, configuration, build, and go-live of the Imprivata Identity Governance (IdG) solution. This includes the following elements:

- Solution Discovery and Initial Assessment
- Automated Identity Management into a single Active Directory environment
- Identity Governance Roles and Role Attributes
- Approval Workflows
- Automated Management of Email (O365)
- Integration with customers HR System (Kronos)
- Import of Identity True up Data
- Configuration of Governance, Reporting, and Compliance Solution
- Go-Live Assistance
- Final Project & System Documentation

Work Breakdown:

Work Breakdown	Resource	Onsite	Remote
Project Readiness Services			
Project Management			
Discovery Meeting	Project Manager	✓	
Create and Deliver Project Schedule	Project Manager		✓
Solution Design			
Design Meeting	Project Manager	✓	
Create and Deliver Scope Document	Project Manager		✓
Create and Deliver Functional Specification	Project Manager		✓
Configuration and Validation Services			
Project Management			
Communications, Resource and Issue Management	Project Manager		✓
Project Documentation and Status Reporting	Project Manager		✓
Implementation and Testing			
Configure Development Environment	Engineer		✓
Configure Test Environment	Engineer		✓
Configure Production Environment	Engineer		✓
Review & Configure IdG Role Database Environment	Engineer		✓
Configure Primary Source System Trigger Integration (Kronos/HR)	Engineer		✓
Configure Active Directory Automated Provisioning	Engineer		✓
<i>Configure 11-25 Active Directory Attributes</i>	Engineer		✓
<i>Custom Active Directory Attributes</i>	Engineer		✓
<i>Configure Advanced Duplicate User Logic</i>	Engineer		✓
<i>Stage User Interface</i>	Engineer		✓
<i>Configure Role Based Provisioning with Single User Type</i>	Engineer		✓
<i>Configure 1 Custom E-Mail Template</i>	Engineer		✓
<i>Configure User Request Self Service</i>	Engineer		✓
Configure Email (O365) Automated Provisioning	Engineer		✓
Configure 2 Application Approval Workflows	Engineer		✓

Work Breakdown:

Work Breakdown	Resource	Onsite	Remote
Configuration and Validation Services			
Implementation and Testing			
Review & Configure Identity Backload/True up	Engineer		✓
Configure Governance, Risk and Compliance (GRC)	Engineer		✓
Solution Review and Training on IdG Solution	Engineer	✓	✓
Deployment Services			
Go-Live Preparation and Go-Live Support			
Remote Go-Live Assistance	Engineer		✓
Project Completion and Optimization Services			
Project Management			
Final Project Documentation and Status Reporting	Project Manager		✓
Project Close Meeting and Handoff to Support	Project Manager		✓

Project Assumptions:

1. ~~The Services described in this SOW constitute Forward Advantage's entire obligation.~~ ^{MMK} If the customer requests services in addition to the Services presented in this SOW, the performance of such additional services will require a modification to the details of services provided and an adjustment to the schedule and/or fees to be paid by the customer. The VP of Client Services or Solutions Architect will track any such requests via a change control process and arrange for such services to be rendered.
2. The customer will provide a Project Manager during the entire engagement. The customer's project manager is responsible for coordination of weekly project team meetings, scheduling of requirements gathering sessions with stakeholders and remote sites, scheduling of change control requests and facilitation of deployment option decisions.
3. Project Management for the overall project is the responsibility of the Customer. Forward Advantage's role in Project Management activities is listed in the Work Breakdown and is limited to the management of its own obligations and tasks.
4. The customer will provide a technical resource throughout the engagement.
5. The customer will provide the infrastructure (servers & software) along with the necessary software licensing for Imprivata IdG to complete the Professional Services.
6. The customer will provide users accounts to access the environment.
7. The customer will be required to provide access (including to the systems and application owners), to the identified systems for the Imprivata IdG environment.
8. The customer will be required to provide user credentials to each of the identified applications to Forward Advantage (and Imprivata) as necessary.
9. The customer will be required to provide remote access to Forward Advantage (and Imprivata) via web-based connections that are provided by Forward Advantage and Imprivata (Forward Advantage – Bomgar, and Imprivata – LogMeIn). In the unlikely event that an issue/defect is found that required Imprivata Engineering; it may be requested to have a VPN connection established between Imprivata and Natividad Medical Center.
10. The customer will implement Imprivata IdG in environments that comply with the current version of the Imprivata IdG Supported Configurations guide.

Project Roles (Forward Advantage & Imprivata):

<p>Forward Advantage Technical Services Consultant</p>	<p>This role is responsible for configuring, training, testing and troubleshooting the Imprivata IdG Solution. The Consultant(s) will provide information as to best practices for Imprivata IdG within healthcare as well as approaches that have been successful in other deployments.</p> <p>The Consultant(s) is not responsible for the direct resolution of defects found within the Imprivata IdG Product or within other systems being utilized by Natividad Medical Center (e.g. Microsoft, Citrix, VMware, HIS System, etc.).</p>
<p>Imprivata Technical Support</p>	<p>This role is responsible for issues raised during the implementation process (as well as post Implementation). Tier 2 is responsible for review of issue and preparation of information (logs, video files, reproduction steps) in order that this issue can be prioritized with Tier 3 (Engineering).</p>
<p>Imprivata Engineering</p>	<p>This role (Tier 3) is responsible for the resolution of software defects identified and confirmed during the implementation process.</p>

Changes to Statement of Work

~~The hours provided in this Statement of Work are based on the information we have received and are valid for sixty (60) days from its issuance date. If the Statement of Work has not been signed and paid for within sixty (60) days, the fee schedule may be re-evaluated by Forward Advantage.~~

Change Orders

Occasionally, after a project is underway, the scope of services required can be unexpectedly altered. Significant changes in, or additions to, this scope of work during the project that require additional time/services from Forward Advantage Implementation Services will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the Natividad Medical Center and Forward Advantage agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date on which it is signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original Agreement and Scope of Work. Additional time detailed in the Change Order will be billed at the Forward Advantage fee structure in effect at the time of the issuance of the Change Order.

Acknowledgement and Approvals

~~The Services described in this SOW constitute Forward Advantage's entire obligation. Any agreement made verbally or via any other means outside of the contents of this Statement of Work is not binding and Forward Advantage is under no obligation to provide those Services or work product.~~

~~Upon completion of this SOW, no additional professional services are due to Natividad Medical Center under this SOW.~~