

**AMENDMENT NO. 7
TO SERVICES AGREEMENT
BETWEEN FORWARD ADVANTAGE, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
FORWARD ADVANTAGE PICK UP MODULE**

This Amendment No. 7 to the Services Agreement ("Agreement") which was effective on July 1, 2007 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Forward Advantage, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Forward Advantage, Inc. entered into an Agreement for Communication Director software (faxing solution) with maintenance, technical support, and upgrades with a term July 1, 2007 through June 30, 2009 and a total Agreement amount not to exceed \$8,000; and

WHEREAS, the Parties amended the Agreement on March 12, 2009 via Renewal Amendment No. 1 to extend the term for an additional one year period through June 30, 2010 to allow for services to continue and to replace the original Scope of Services with "Amendment No. 1 to Exhibit A" attached to Renewal Amendment No. 1 with no cost increase; and

WHEREAS, the Parties amended the Agreement on May 27, 2009 via Renewal Amendment No. 2 to add an additional \$42,000 with no term extension and no changes to the Scope of Services, thereby increasing the total Agreement amount to \$50,000; and

WHEREAS, the Parties amended the Agreement on March 11, 2010 via Renewal Amendment No. 3 to extend the term for an additional one year period through June 30, 2011 to allow for services to continue with additions to the Scope of Services attached to Renewal Amendment No. 3 as "Attachment A to Amendment No. 3" and with an increase of \$30,000, thereby increasing the total Agreement amount to \$80,000; and

WHEREAS, the Parties amended the Agreement via Renewal and Amendment No. 4 effective July 1, 2011 on the same or similar terms to extend the term for an additional four year period through June 30, 2015 with revisions to the Scope of Services attached to Renewal and Amendment No. 4 as "Amendment-4 to Exhibit A" with an increase of \$5,675, thereby increasing the total Agreement amount to \$85,675; and

WHEREAS, the Parties amended the Agreement on August 4, 2015 via Amendment No. 5 to extend the term for an additional three year period through June 30, 2018 to allow for services to continue with additions to the Scope of Services attached to Amendment No. 5 as "Exhibit A-5 per Amendment No. 5" and to include an updated Business Associate Agreement as an attachment to the Agreement with an increase of \$103,632, thereby increasing the total Agreement amount to \$189,307; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to extend the term for an additional three (3) year period through June 30, 2021 for a revised full Agreement term of July 1, 2007 through June 30, 2021 to allow for services to continue with additions to the Scope of Services attached hereto this Amendment No. 6 as "Exhibit A-6 per Amendment

No. 6" and to include an updated Business Associate Agreement as an attachment to the Agreement with no cost increase to the total Agreement amount: and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 7 with additions to the Scope of Services attached to Amendment No. 7 as 'Exhibit A-7 per Amendment No. 7" with no term extension and with a \$10,250 increase for the added services for a total Agreement amount of \$199,557.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Renewal and Amendment No 1, Renewal and Amendment No. 2, Renewal and Amendment No. 3, Renewal and Amendment No. 4, Amendment No. 5 and Amendment No. 6 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-6 per Amendment No. 6 plus EXHIBIT A-7 as per Amendment No. 7 attached hereto this Amendment No. 7. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$199,557."
2. Section 4 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-5 per Amendment No. 5: Smart Suite Implementation Preparation/Planning guide
Exhibit A-6: Additional Scope of Services/Payment Provisions as per Amendment No. 6 (July 1, 2018 through June 30, 2021)
Exhibit A-7: Additional Scope of Services/Payment Provisions as per Amendment No. 7
Exhibit B: Insurance Justification
Exhibit C: Business Associate Agreement'
3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2 Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6.
4. A copy of this Amendment No. 7 shall be attached to the Original Agreement.
5. This Amendment No. 7 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 7 on the basis set forth in this document and have executed this Amendment No. 7 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____
6/28/19

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
7-1-19

CONTRACTOR

Forward Advantage, Inc.

CONTRACTOR's Business Name
See instructions below

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

Name and Title

Date: _____
6-6-2019

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

Name and Title

Date: _____
6-6-2019

*****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-7 Additional Scope of Service/Payment Provisions per Amedment No. 6

File Pick-Up: With this module, Communication Director gains the ability to monitor a local directory and pull discovered files into the system to be delivered using SmartRoute Technology. The file must be in a readable .PDF format. The File Pick-Up module includes 1 SmartRoute for 1 source system. Additional source systems will require additional SmartRoute licenses.

Please note:

- File Pick-Up is only available in CDS 4.
- File Pick-Up requires SmartRoute Technology.

SmartRoute Technology: Communication Director SmartRoutes can accept report data in ASCII or HP-PCL5/5E via TCP/IP or Windows network printing, or PDF format from a file location, and automatically route them to specified locations via fax, Network Print, E-mail, File Transfer and Smartphone. Based on your request specific delivery modules may be quoted below. If you are interested in obtaining additional information about one of our other delivery modules, please feel free to contact us at your convenience.

File Pick-Up	Software Licensing	Remote Implementation
File Pick-Up	\$5,750	\$2,000
	Total	\$7,750

**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.*

*** This amount is in addition to your existing Software Maintenance & Technical Support Services Agreement.*

For the Maintenance and Support only for File Pick-Up. Per your request, the software and implementation has been quoted separately.

File Pick-Up

	Maintenance & Support
2 Years 24x7 Maintenance & Support**	\$2,500
Total*	\$2,500

**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.*

*** This amount is in addition to your existing Software Maintenance & Technical Support Services Agreement., through 6/30/2021.*