# **County of Monterey**

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901



# **Meeting Agenda - Final**

Friday, September 5, 2025 12:00 PM

50+ page Advance Reports for the Board of Supervisors meeting on Tuesday, September 16, 2025.

**Advance Reports Over 50 Pages** 

The following reports are scheduled for the Board of Supervisors meeting on Tuesday, September 16, 2025. The reports are being distributed 11 + days prior to the Board of Supervisors meeting due to the large volume of information. These reports are not numbered at this time.

#### Natividad Medical Center - Consent

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 7 to the agreement (A-13074) with Forward Advantage Holdings, Inc. dba Forward Advantage for Imprivata OneSign single sign-on solution software services, extending the agreement an additional two (2) year period (March 23, 2025 through March 22, 2027) for a revised full agreement term of March 23, 2016 through March 22, 2027 and adding \$115,606 for a revised total agreement amount not to exceed \$924,242.

**Attachments:** Board Report

Forward Advantage Holdings Inc. dba Forward Advantage Renewal

Amendment 7 (Imprivata)

Forward Advantage Holdings Inc. dba Forward Advantage

Amendment 6 (Imprivata)

Forward Advantage Inc. Assignment and Assumption (Imprivata)

Forward Advantage Inc Amendment No. 5 (Imprivata)

Forward Advantage Inc Amendment No. 4 (Imprivata)

Forward Advantage Inc Renewal and Amendment No. 3

(Imprivata)

Forward Advantage Inc Amendment No. 2 (Imprivata)

Forward Advantage Inc Amendment No. 1 (Imprivata)

Forward Advantage Inc Agreement (Imprivata)

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement each with Waltz Creative, LLC, The Buzz PR LLC, and Mag One Media, Inc., pursuant to the Request for Proposals (RFP) #9600-91 for marketing and graphic design services at NMC, for an initial agreement term beginning September 16, 2025 through September 15, 2028, with the option to extend each agreement two (2) additional one-year periods, for a total aggregate not-to-exceed amount of \$555,000 for all three contracts for the initial three-year term.

b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to two (2) future amendments to each agreement, each amendment exercising a one year option to extend, for an additional aggregate not-to-exceed amount of \$185,000 for all three contracts for Fiscal Year 2028-29 and for an additional aggregate not-to-exceed amount of \$185,000 for all three contracts for Fiscal Year 2029-2030, provided that the total cost of the agreement over a five-year period does not exceed \$925,000, and as long as an appropriation for the costs of the amendments is included in the County Adopted Budget.

**Attachments:** Board Report

Agreement with Waltz Creative, LLC Awarded per RFP #9600-91

Agreement with The Buzz PR, LLC Awarded per RFP #9600-91

Agreement with Mag One Media, Inc. Awarded per RFP #9600-91



### **County of Monterey**

#### Item No.

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901

September 16, 2025

#### **Board Report**

Legistar File Number: A 25-342

Introduced: 8/8/2025 Current Status: Natividad Medical Center -

Consent

Version: 1 Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 7 to the agreement (A-13074) with Forward Advantage Holdings, Inc. dba Forward Advantage for Imprivata OneSign single sign-on solution software services, extending the agreement an additional two (2) year period (March 23, 2025 through March 22, 2027) for a revised full agreement term of March 23, 2016 through March 22, 2027 and adding \$115,606 for a revised total agreement amount not to exceed \$924,242.

#### **RECOMMENDATION:**

#### It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 7 to the agreement (A-13074) with Forward Advantage Holdings, Inc. dba Forward Advantage for Imprivata OneSign single sign-on solution software services, extending the agreement an additional two (2) year period (March 23, 2025 through March 22, 2027) for a revised full agreement term of March 23, 2016 through March 22, 2027 and adding \$115,606 for a revised total agreement amount not to exceed \$924,242.

#### **SUMMARY/DISCUSSION:**

Imprivata's OneSign system is a single sign-on (SSO) solution that the hospital's workforce utilizes to quickly and securely access clinical and administrative applications with one username and password. In the course of treating patients, personnel need to access multiple applications, including the MEDITECH electronic health record system. Prior to implementing Imprivata OneSign, the act of logging in/logging out of multiple systems throughout the workday had caused noticeable inefficiencies. The implementation of OneSign has resulted in an appreciable difference in time and staff resources.

This amendment extends OneSign software maintenance and support services for an additional two (2) years.

#### OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 7 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal

and amendment No. 7 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on August 8, 2025.

#### **FINANCING:**

The cost for this renewal and amendment No. 7 is \$115,606 has been included in the FY 2025-26 Adopted Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6408.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The use of the OneSign system directly contributes to a more efficient and effective use of resources within the organization. This amendment provides NMC with the additional software support it needs to continue providing this service.

Economic Development
X Administration
Health and Human Services
Infrastructure
Public Safety
Prepared by: Ari Entin, Hospital Chief Information Officer, 783-2564
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553
Attachments:
Forward Advantage Holdings Inc. dba Forward Advantage Renewal and Amendment No. 7
(Imprivata)
Forward Advantage Holdings Inc. dba Forward Advantage Amendment 6 (Imprivata)
Forward Advantage Inc. Assignment and Assumption (Imprivata)
Forward Advantage Inc Amendment No. 5 (Imprivata)
Forward Advantage Inc Amendment No. 4 (Imprivata)
Forward Advantage Inc Renewal and Amendment No. 3 (Imprivata)
Forward Advantage Inc Amendment No. 2 (Imprivata)
Forward Advantage Inc Amendment No. 1 (Imprivata)
Forward Advantage Inc Agreement (Imprivata)

Attachments on file with the Clerk of the Board



### **County of Monterey**

#### Item No.

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901

September 16, 2025

#### **Board Report**

Legistar File Number: A 25-342

Introduced:8/8/2025Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

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Imprivata's OneSign system is a single sign-on (SSO) solution that the hospital's workforce utilizes to quickly and securely access clinical and administrative applications with one username and password. In the course of treating patients, personnel need to access multiple applications, including the MEDITECH electronic health record system. Prior to implementing Imprivata OneSign, the act of logging in/logging out of multiple systems throughout the workday had caused noticeable inefficiencies. The implementation of OneSign has resulted in an appreciable difference in time and staff resources.

This amendment extends OneSign software maintenance and support services for an additional two (2) years.

#### OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 7 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 7 has also been reviewed and approved by NMC's Finance Committee and by

its Board of Trustees on August 8, 2025.

#### **FINANCING:**

The cost for this renewal and amendment No. 7 is \$115,606 has been included in the FY 2025-26 Adopted Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6408.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The use of the OneSign system directly contributes to a more efficient and effective use of resources within the organization. This amendment provides NMC with the additional software support it needs to continue providing this service.

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Prepared by: Ari Entin, Hospital Chief Information Officer, 783-2564
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Attachments:
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Forward Advantage Inc Amendment No. 4 (Imprivata)
Forward Advantage Inc Renewal and Amendment No. 3 (Imprivata)
Forward Advantage Inc Amendment No. 2 (Imprivata)
Forward Advantage Inc Amendment No. 1 (Imprivata)
Forward Advantage Inc Agreement (Imprivata)

Attachments on file with the Clerk of the Board

# RENEWAL AND AMENDMENT NO. 7 TO SERVICES AGREEMENT BETWEEN FORWARD ADVANTAGE HOLDINGS INC DBA FORWARD ADVANTAGE AND COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE

This Renewal and Amendment No. 7 to the Services Agreement ("Agreement") which was effective on March 23, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC") and Forward Advantage Holdings Inc dba Forward Advantage ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

#### **RECITALS**

**WHEREAS**, the Agreement with Forward Advantage, Inc. was executed to provide Imprivata OneSign single sign-on solution software services with a term March 23, 2016 through March 22, 2018 and a total Agreement amount not to exceed \$267,967; and

WHEREAS, the Parties amended the Agreement on March 16, 2018 via Amendment No. 1 to extend the term for an additional three (3) year period through March 22, 2021 for a revised full Agreement term (March 23, 2016 through March 22, 2021) to allow for services to continue with revisions to the Statement of Work 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 Statement of Work attached hereto as "Exhibit A-2 per Amendment No. 2" and to add an additional \$7,000 for a revised total Agreement amount not to exceed \$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 via Renewal and Amendment No. 3, 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 (March 23, 2016 through March 22, 2022) to allow for services to continue with additions to the original Statement of Work attached hereto as "Exhibit A-3 as per Renewal and Amendment No. 3" and to add an additional \$37,200 for a revised total Agreement amount not to exceed \$423,767; and

WHEREAS, the Parties amended the Agreement on March 2, 2022 via Amendment No. 4 to extend the term for an additional three (3) year period through March 22, 2025 for a revised full Agreement term (March 23, 2016 through March 22, 2025) for the Imprivata OneSign single sign-on solution and to add Imprivata Identity Governance software services to the Statement of Work, all of which are attached hereto as "Exhibit A-4 per Amendment No. 4" and to add an additional \$297,617 for a revised total Agreement amount not to exceed \$721,384; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 to allow for services to continue with revisions to the Statement of Work attached hereto as "Exhibit A-5 per Amendment No. 5" with a \$43,305 increase for a revised total Agreement amount not to exceed \$764,689 with no changes to the term of Agreement (March 23, 2016 through March 22, 2025); and

**WHEREAS**, Forward Advantage, Inc. ("Assignor") assigned all of its right, title, and interest in and to, and all of its obligations under, the Agreement via an Assignment and Assumption to Forward Advantage Holdings d/b/a Forward Advantage ("Assignee"), and Assignee desires to accept such assignment and to assume such obligations effective as of April 25, 2023; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to allow for services to continue with revisions to the Statement of Work attached hereto as "Exhibit A-6: Revised Statement of Work/ Payment Provisions as per Amendment No. 6" with a \$43,947 increase for a revised total Agreement amount not to exceed \$808,636 with no changes to the term of Agreement (March 23, 2016 through March 22, 2025).

WHEREAS, the Agreement expired on March 22, 2025; and

WHEREAS, the Parties currently wish to renew and amend the Agreement via Renewal and Amendment No. 7 retroactive to March 23, 2025 to extend the term for an additional two (2) year period through March 22, 2027 for a revised term of Agreement (March 23, 2016 through March 22, 2027) to allow for continued need of CONTRACTOR's services with revisions to the scope of work attached hereto as "Exhibit A-7: Revised Statement of Work/Payment Provisions as per Renewal and Amendment No. 7" with a \$105,097 increase and to include a ten (10) percent overage allowance (\$10,509) for a revised total Agreement amount of \$924,242.

#### **AGREEMENT**

**NOW, THEREFORE**, the Parties agree as follows:

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

- 1. Paragraph 2 titled, "PAYMENTS BY COUNTY" shall be amended to the following: "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-7 as per Renewal and Amendment No. 7 attached hereto this Renewal and Amendment No. 7. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$924,242."
- 2. <u>Paragraph 4 titled</u>, "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: State 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 A-5: Additional Statement of Work/ Payment Provisions as per Amendment No. 5

Exhibit A-6: Revised Statement of Work/ Payment Provisions as per Amendment No. 6

Exhibit A-7: Revised Statement of Work/Payment Provisions as per Renewal and Amendment No. 7

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

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and 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, Renewal and Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.
- 4. A copy of this Renewal and Amendment No. 7 shall be attached to the Agreement.
- 5. This Renewal and Amendment No. 7 shall be effective retroactively on March 23, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

# COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER

By: \_\_\_\_\_ Charles R. Harris, CEO

Date: \_\_\_\_\_

#### APPROVED AS TO LEGAL PROVISIONS

By: Stary Satta
Montelley: Deputy County Counsel

Date: 7/20/2025 | 3:02 PM PDT

#### APPROVED AS TO FISCAL PROVISIONS

By: Patricia Ruiy
MonteFeyr € 557/15 Peputy Auditor/Controller

Date: 7/22/2025 | 7:33 AM PDT

#### **CONTRACTOR**

Forward Advantage, Inc.

#### **CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: Mike knell (Signatuh 2016 F. What, President, or Vice-President)

Mike Knebel, CEO

Name and Title

Date: 6/25/2025 | 3:45 PM PDT

By: Mary Muy
(Signal Preson Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Marty Menz, Controller

Name and Title

Date: 6/25/2025 | 3:39 PM PDT

\*\*\*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).



# Quotation

Forward Advantage 7269 N. First Street Suite 102 Fresno CA 93720 Quotation # : 111 Date : 5/9/2025

Bill To Natividad Medical Center PO Box 81611 Salinas CA 93912 United States Ship To Natividad Medical Center 1441 Constitution Blvd Salinas CA 93906 United States

Quantity	Item	Start Date	End Date	Rate	Amount
1	SUPG30-RNW OneSign Premium Support Maintenance 2500 SSO/AM, 2500 SSPW, 2500 VDA users	5/31/2025	6/30/2027	\$105,097.00	\$105,097.00
				Subtotal	\$105,097.00
				Tax Total (0%)	\$0.00
				Total	\$105,097.00

# AMENDMENT NO. 6 TO SERVICES AGREEMENT BETWEEN FORWARD ADVANTAGE HOLDINGS INC DBA FORWARD ADVANTAGE (formerly FORWARD ADVANTAGE, INC.) AND COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR

#### IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE

This Amendment No. 6 to the Services Agreement ("Agreement") which was effective on March 23, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC") and Forward Advantage Holdings Inc dba Forward Advantage ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

#### **RECITALS**

WHEREAS, the Agreement with Forward Advantage, Inc. was executed to provide Imprivata OneSign single sign-on solution software services with a term March 23, 2016 through March 22, 2018 and a total Agreement amount not to exceed \$267,967; and

WHEREAS, the Parties amended the Agreement on March 16, 2018 via Amendment No. 1 to extend the term for an additional three (3) year period through March 22, 2021 for a revised full Agreement term (March 23, 2016 through March 22, 2021) to allow for services to continue with revisions to the Statement of Work 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 Statement of Work attached hereto as "Exhibit A-2 per Amendment No. 2" and to add an additional \$7,000 for a revised total Agreement amount not to exceed \$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 via Renewal and Amendment No. 3, 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 (March 23, 2016 through March 22, 2022) to allow for services to continue with additions to the original Statement of Work attached hereto as "Exhibit A-3 as per Renewal and Amendment No. 3" and to add an additional \$37,200 for a revised total Agreement amount not to exceed \$423,767; and

WHEREAS, the Parties amended the Agreement on March 2, 2022 via Amendment No. 4 to extend the term for an additional three (3) year period through March 22, 2025 for a revised full Agreement term (March 23, 2016 through March 22, 2025) for the Imprivata OneSign single sign-on solution and to add Imprivata Identity Governance software services to the Statement of Work, all of which are attached hereto as "Exhibit A-4 per Amendment No. 4" and to add an additional \$297,617 for a revised total Agreement amount not to exceed \$721,384; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 to allow for services to continue with revisions to the Statement of Work attached hereto as "Exhibit A-5 per Amendment No. 5" with a \$43,305 increase for a revised total Agreement amount not to exceed \$764,689 with no changes to the term of Agreement (March 23, 2016 through March 22, 2025); and

WHEREAS, Forward Advantage, Inc. ("Assignor") assigned all of its right, title, and interest in and to, and all of its obligations under, the Agreement via an Assignment and Assumption to Forward Advantage Holdings d/b/a Forward Advantage ("Assignee"), and Assignee desires to accept such assignment and to assume such obligations effective as of April 25, 2023; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 6 to allow for services to continue with revisions to the Statement of Work attached hereto as "Exhibit A-6: Revised Statement of Work/ Payment Provisions as per Amendment No. 6" with a \$43,947 increase for a revised total Agreement amount not to exceed \$808,636 with no changes to the term of Agreement (March 23, 2016 through March 22, 2025).

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

- 1. Paragraph 2 titled, "PAYMENTS BY COUNTY" shall be amended to the following: "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-4 as per Amendment No. 4, plus EXHIBIT A-6 as per Amendment No. 6 attached hereto this Amendment No. 6. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$808,636."
- 2. <u>Paragraph 4 titled</u>, "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: State 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 Amendment No. 3
Exhibit A-4: Additional Statement of Work/ Payment Provisions as per Amendment No. 4
Exhibit A-5: Additional Statement of Work/ Payment Provisions as per Amendment No. 5
Exhibit A-6: Revised Statement of Work/ Payment Provisions as per Amendment No. 6
Exhibit B: Business Associate Agreement (as revised and attached to Amendment No. 1)"

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 6 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Renewal and Amendment No. 3, Amendment No. 4, and Amendment No. 5
- 4. A copy of this Amendment No. 6 shall be attached to the Agreement.
- 5. This Amendment No. 6 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

FORWARD ADVANTAGE, INC. ("Assignor")

and

FORWARD ADVANTAGE HOLDINGS, INC. d/b/a FORWARD ADVANTAGE ("Assignee")

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of April 25, 2023 (the "Assignment Effective Date"), by and between FORWARD ADVANTAGE, INC. ("Assignor"), and FORWARD ADVANTAGE HOLDINGS, INC. d/b/a FORWARD ADVANTAGE ("Assignee").

#### **RECITALS**

- A. COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("NMC"), and Assignor entered into a Services Agreement for Imprivata product (a single, sign-on solution) used by NMC Physicians and Clinical staff, plus licenses, maintenance & support which was effective on March 23, 2016 (the "Agreement").
- B. Assignor now wishes to assign to Assignee all of its right, title, and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Assignment:</u> Effective as of April 25, 2023 ("Assignment Effective Date"), Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
- 2. <u>Assumption</u>: Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.
- 3. <u>Successors and Assigns</u>: This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- 4. <u>Third Party Beneficiaries</u>: Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit, or obligation under this Assignment as a third-party beneficiary or otherwise.

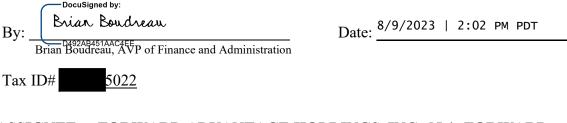
5. The Assignor, the Assignee, and the County agree that any payments made in good faith by or on behalf of the County to either the Assignor or the Assignee, after the Assignment Effective Date but prior to the execution of this Assignment and Assumption Agreement, shall be deemed to have been made to the party entitled to receive such payment pursuant to the Agreement and to this Assignment and Assumption Agreement, and the County shall have no further obligation to either Assignor or Assignee with respect to such payments previously made, notwithstanding other provisions of this Assignment and Assumption Agreement. The Assignor remains entitled to payment for services rendered prior to the Assignment Effective Date, to the extent such payment has not been made by or on behalf of the County on or before the date of the execution of this Assignment and Assumption Agreement, and the County shall remit any such payment to the Assignor to the extent owed, subject to the terms of the Agreement. This Assignment and Assumption Agreement shall not diminish the obligations of the Assignor with respect to performance owed prior to the Assignment Effective Date, nor adversely affect any claims the County may have or assert, now or in the future, with respect to such performance obligations of the Assignor.

#### 6. Miscellaneous:

- (i) <u>Headings</u>. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.
- (ii) <u>Benefit.</u> This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.
- (iii) <u>Counterparts</u>. This Assignment may be executed in multiple originals and by counterpart.
- (iv) <u>Governing Law</u>. This Assignment shall be construed under the laws of the State of California.
- (v) <u>Amendments</u>. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.
- (vi) <u>Further Assignments</u>. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

#### ASSIGNOR: FORWARD ADVANTAGE, INC.



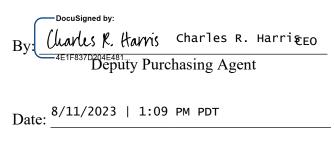
# ASSIGNEE: FORWARD ADVANTAGE HOLDINGS, INC. d/b/a FORWARD ADVANTAGE



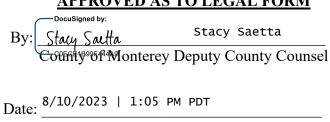
#### ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER hereby consents to the foregoing assignment and assumption.

#### **NATIVIDAD MEDICAL CENTER**



#### **APPROVED AS TO LEGAL FORM**



Agreement A-13074

# AMENDMENT NO. 5 TO SERVICES AGREEMENT BETWEEN FORWARD ADVANTAGE, INC. AND COUNTY OF MONTEREY ("COUNTY"), FOR THE PROVISION OF SERVICES AT NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE FACILITY FOR

#### IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on March 23, 2016 is entered into by and between the County of Monterey ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, and Forward Advantage, Inc. ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

#### **RECITALS**

**WHEREAS**, the Agreement with Forward Advantage, Inc. was executed to provide Imprivata OneSign single sign-on solution software services with a term March 23, 2016 through March 22, 2018 and a total Agreement amount not to exceed \$267,967; and

WHEREAS, the Parties amended the Agreement on March 16, 2018 via Amendment No. 1 to extend the term for an additional three (3) year period through March 22, 2021 for a revised full Agreement term (March 23, 2016 through March 22, 2021) to allow for services to continue with revisions to the Statement of Work 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 for a revised total Agreement amount not to exceed \$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 via Renewal and Amendment No. 3, 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 (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 add an additional \$37,200 for a revised total Agreement amount not to exceed \$423,767; and

WHEREAS, the Parties amended the Agreement on March 22, 2022 via Amendment No. 4 to extend the term for an additional three (3) year period through March 22, 2025 for a revised full Agreement term (March 23, 2016 through March 22, 2025) for the Imprivata OneSign single sign-on solution 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" and to add an additional \$297,617 for a revised total Agreement amount not to exceed \$721,384; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 5 to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-5 per Amendment No. 5" with a \$43,305 increase for a revised total Agreement amount not to exceed \$764,689.

#### **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, Amendment No. 2, and Renewal and Amendment No. 3 and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

- 1. Paragraph 2 titled, "PAYMENTS BY COUNTY" shall be amended to the following: "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-4 as per Amendment No. 4 plus EXHIBIT A-5 as per Amendment No. 5 attached hereto this Amendment No. 5. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$764,689."
- 2. <u>Paragraph 4 titled</u>, "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: State 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 Amendment No. 3
Exhibit A-4: Additional Statement of Work/ Payment Provisions as per Amendment No. 4
Exhibit A-5: Additional Statement of Work/ Payment Provisions as per Amendment No. 5
Exhibit B: Business Associate Agreement (as revised and attached to Amendment No. 1)"

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Renewal and Amendment No. 3, and Amendment No. 4.
- 4. A copy of this Amendment No. 5 shall be attached to the Agreement.
- 5. This Amendment No. 5 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

#### COUNTY OF MONTEREY ("COUNTY"), FOR THE PROVISION OF SERVICES AT NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE FACILITY

Date: 5/18/2023 | 6:52 PM PDT

#### APPROVED AS TO LEGAL PROVISIONS

By: Stay Satta
COECE 1899F444A8
Monterey County Deputy County Counsel

#### **APPROVED AS TO FISCAL PROVISIONS**

By: Jewiser Forsyth

Monterey County Deputy Auditor/Controller

Date: \_\_\_\_\_

#### **CONTRACTOR**

Forward Advantage, Inc.	
CONTRACTOR's Business Name	
***See instructions below***	
DocuSigned by:	
Brian Boudreau  By:  (Signature of: Chair, President, or Vice-President)	
(Signature of: Chair, President, or Vice-Presid	ent)
Brian Boudreau CFO	
Name and Title	
5/17/2023   3:55 PM PDT Date:	
DocuSigned by:	

By:

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

Mike Knebel CEO

Name and Title

5/17/2023 | 4:09 PM PDT Date: \_\_\_\_\_

#### \*\*\*Instructions\*\*\*

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

## Exhibit A-5: Additional Statement of Work/ Payment Provisions as per Amendment No. 5

Qty	Maintenance & Support	*Pricing
1	OneSign SSO Annual Premium Maintenance SSO/AM, SSPW & VDA 2,500 Users Maintenance Period: 05/31/23 to 05/30/24	\$43,305.00
	Total*	\$43,305.00

Price is in US Dollars.
\*This is the projected pricing. If additional users are purchased before May 30, 2023, additional charges may apply.



# Monterey County Board of Supervisors

#### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

#### Agreement No.: A-13074; Amendment No.: 4

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-13074) with Forward Advantage, Inc. for one (1) year of maintenance and support of the Imprivata product, a Single Sign-On (SSO) solution used by NMC Physicians and Clinical Staff and identity governance software, and the purchase of additional IT security modules with three (3) years of maintenance and support, thereby extending the agreement an additional three (3) year period (March 23, 2022 through March 22, 2025) for a revised full agreement term of March 23, 2016 through March 22, 2025, and adding \$297,617 for a revised total agreement amount not to exceed \$721,384.

b. Authorize the Interim Chief Executive Officer to sign up to two (2) renewals, of one (1) year each of the Single Sign-On (SSO) module service order, provided that the annual costs of each extension do not exceed ten percent (10%) above the cost of the SSO order in Amendment No. 4 (\$87,252 total maximum increase) and with no change to the full agreement term, subject to County Counsel review and provided the terms of the agreement remain substantially the same.

PASSED AND ADOPTED on this 1st day of March 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting March 1, 2022.

Dated: March 8, 2022 File ID: A 22-060

Agenda Item No.: 35

Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Julian Orangana Danaty

# 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.

Amendment No. 4 to Agreement With Forward Advantage, Inc. for Imprivata One-Sign

#### **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:	CONTRACTOR  Forward Advantage, Inc.
for Charles R. Harris, Interim CEO	CONTRACTOR's Business Name  **Signature instructions below**
Date: 3-2-2 2	By: (Signature of Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	Mike Knebel Vice President
By: Monterey County Deputy County Counsel	Date: 2-10-2022
Date: 2//10/2022	By: (Signature of Secretary, Asst. Secretary,
APPROVED AS TO FISCAL PROVISIONS	CFO, Treasurer, or Asst. Treasurer)
By: Burcu Mousa  Monterey County Chief Deputy Auditor-Controller	Brian Boudreau CFO Name and Title
Date: 02/10/2022	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)

Amendment No. 4 to Agreement With Forward Advantage, Inc. for Imprivata One-Sign

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



Qty	Maintenance & Support	*Pricing
	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.

	Proposal:	Proposal: FAI-NMC-20211013-2600-IDG 36MOSUB	36MOSUB
	Proposal Date	Proposal Date: October 13, 2021	
	Provided For	Provided For: Nativided Medical Center	
E NO		Atten, Timothy Luttropp	
		IT Operations and Service Manager	
by rotward Advantage		1441 Constitution Blvd	
		Salinas, CA 93906	
7255 N. First Street, Suite 106 Fresno, CA 93720	c	1	
Phone: 877.636.7927 Fax: 559.436.4217	Kepresenlaive	Kepresenlalive: Todd Ledyard, Director of Sales 877-636.7927 ext. 1704	
QTY SKU	Description	UIS S	10.6
2600 SUB-IMP-IDG-V	License Fees Imprivata Identily Governance - Premium (36 Month Subscription) (1)	47.88	124,488.00
		TOTAL License Fees \$	124,488.00
12 PS-GENERAL-ONSITE-DAILY 200 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 \$	26,400.00 47,500.00
		TOTAL Implementation Fees \$	73,900.00
		-	
Comments		SUBTOTAL QUOTE \$	198,388.00
(1) Above pricing is based upon standard SOW. Final pricing will be (2) Please reference project scope document for implementation an	(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_Nativadad_Medical_Center_v2).	Taxes Shipping	TBD TBD
		TOTAL QUOTE \$	198,388.00
## Travel and expenses are not included		Customer Accepted and Agreed	and Agreed
		Name:	
Prices are in U.S. Dollars and are valld for purchase prior to 03/31/2022.		Title:	
		Phone:	
F.O.B: Origin Payment Terms: Net 30 Days		Date:	

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 of such Software, Hardware and/or Services, in which case, the written agreement shall govern. All shipments (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 (iii) your instance 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.

0	Proposal:	Proposal: FAI-NMC-20211110-35USRPAM	SRPAM
	Proposal Date:	Proposal Date: November 10, 2021	
100	Provided For:	Provided For: Natividad Medical Center	
H N O		Attn: Timothy Luttropp	
enchand by wall		IT Operations and Service Manager	
		1441 Constitution Divid	
Forward Advantage, Inc.		Salinas California 03006	
7255 N First Street Suite 106		00000 00000 100000	
Fresno CA 93720			
Phone: 877.636.7927 Fax: 559.436.4217	Nepresentative:	Representative: Todd Ledyard, Director of Sales 877.636.7927	
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
		Total License Fees	\$ 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 Service Fees	\$ 10,000.00
** Iravel and Expenses are not included		$\vdash$	
Comments		SUBTOTAL QUOTE	\$ 59,568.40
(1) PAM Administrator Training and assistance with workflow configurations.	:flow configurations.	Sales Tax Shipping	N/A N/A
		TOTAL QUOTE	\$ 59,568.40
		Order Acceptance: By signing below customer accepts the terms of this proposal as an irrevocable purchase order.	r customer accepts the terms able purchase order.
		Signature:	
Standard Terms: Your use of the Imprivata Software, Hardware and/or Services set forth which are accepted by you by either (i) your execution of the Quote, (ii) your issuance of a	Standard Terms: Your use of the Imprivata Software, Hardware and/or Services set forth on this Quote is governed by the applicable terms setforth 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.	Nате:	
Provided, however, if the parties have mutually executed a water greement shall govern. All shipments are lucoterms 2010: Fit crists of francondation, shinning and incurance. Risk of loce as	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 Inoterms 2010; ECA, Seller's Factory. Third party authentication devices are Non-Cancelable/Non-Returnable. You shall bear all consts of francontration shipment and incurrance Risk of loce and title losses the Gritism of the Contract of transcontration shipment and incurrance Risk of loce and title losses the Gritism of Services.	Title:	
are added upon invoicing, if applicable. Software and hardware	are added upon invoicing, if applicable. Software and hardware will be invoiced upon shipment. Services will be invoiced upon receipt of customer purchase order.	Date:	



# 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

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#### Work Breakdown:

Work Breakdown	Resource	Onsite	Remote
Project Readiness Services			
Project Management			
Discovery Meeting	Project Manager	✓	
Create and Deliver Project Schedule	Project Manager		<b>✓</b>
Solution Design			
Design Meeting	Project Manager	✓	
Create and Deliver Scope Document	Project Manager		✓
Create and Deliver Functional Specification	Project Manager		✓
Configuration and Validation Services			gardy up to
Project Management			
Communications, Resource and Issue Management	Project Manager		✓
Project Documentation and Status Reporting	Project Manager		✓
Implementation and Testing			
Configure Development Environment	Engineer		<b>✓</b>
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		✓
Configure 11-25 Active Directory Attributes	Engineer		✓
Custom Active Directory Attributes	Engineer		✓
Configure Advanced Duplicate User Logic	Engineer		✓
Stage User Interface	Engineer		✓
Configure Role Based Provisioning with Single User Type	Engineer		✓
Configure 1 Custom E-Mail Template	Engineer		✓
Configure User Request Self Service	Engineer		✓
Configure Email (O365) Automated Provisioning	Engineer		<b>√</b>
Configure 2 Application Approval Workflows	Engineer		✓

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#### 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	✓	<b>√</b>
Deployment Services			
Go-Live Preparation and Go-Live Support			
Remote Go-Live Assistance	Engineer		<b>✓</b>
Project Completion and Optimization Services			
Project Management			
Final Project Documentation and Status Reporting	Project Manager		✓
Project Close Meeting and Handoff to Support	Project Manager		<b>✓</b>

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#### **Project Assumptions:**

- 1. The Services described in this SOW constitute Forward Advantage's entire obligation. 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.

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### Project Roles (Forward Advantage & Imprivata):

Forward Advantage	This role is responsible for configuring, training, testing and
Technical Services	troubleshooting the Imprivata IdG Solution. The Consultant(s) will
Consultant	provide information as to best practices for Imprivata IdG within
Consultant	healthcare as well as approaches that have been successful in other
	···
	deployments.
	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.).
Imprivata Technical	This role is responsible for issues raised during the implementation
Support	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).
to a single Figure 2 and 2	
Imprivata Engineering	This role (Tier 3) is responsible for the resolution of software defects
	identified and confirmed during the implementation process.

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#### **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 is it 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.

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# Monterey County Board of Supervisors

#### **Board Order**

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

www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

#### Agreement No.: A-13074; Amendment No.: 3

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 3 to the agreement (A-13074) with Forward Advantage, Inc. for the Imprivata product, a single sign-on solution used by NMC Physicians and Clinical Staff, extending the agreement an additional one (1) year period (March 23, 2021 through March 22, 2022) for a revised full agreement term of March 23, 2016 through March 22, 2022, and adding \$37,200 for a revised total agreement amount not to exceed \$423,767.

PASSED AND ADOPTED on this 8<sup>th</sup> day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting June 8, 2021.

Dated: May 14, 2021 File ID: A 21-218 Agenda Item No.: 28 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Julian Lorenzana, Deputy

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

### Panayyal and Amandment No. 2 to the County of Montaray, Natividad Medical Center (NMC) A

This Renewal and Amendment No. 3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "COUNTY"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Forward Advantage, Inc. (hereinafter "CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

#### RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Forward Advantage, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on March 23, 2016 to provide Imprivata OneSign single sign-on solution software services to NMC with a two (2) year term and a total Agreement amount not to exceed \$267,967; and

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

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

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

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

#### **AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

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

Renewal and Amendment No. 3 to Agreement With Forward Advantage, Inc. for Imprivata One-Sign

#### 1. "TERM OF AGREEMENT" Section shall be amended to the following:

"The term of this Agreement is from March 23, 2016 through March 22, 2022 unless sooner terminated pursuant to the terms of this Agreement".

#### 2. "PAYMENTS BY NMC" Section shall be amended to the following:

"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No.1, Exhibit A-2 as per Amendment No. 2 and Exhibit A-3 as per Renewal and Amendment No. 3, subject to the limitations set forth in this Agreement, Amendment No. 1, Amendment No.2, and in this Renewal and Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$423,767."

#### 3. Section 4, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:

"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Statement of Work/Payment Provisions

Exhibit A-1: Additional Statement of Work/Payment Provisions as per Amendment No. 1

Exhibit A-2: Additional Statement of Work/ Payment Provisions as per Amendment No. 2

Exhibit A-3: Additional Statement of Work/ Payment Provisions as per Renewal and Amendment No. 3

Exhibit B: Business Associate Agreement"

- 4. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.
- 5. This Renewal and Amendment is effective retroactively on March 23, 2021.

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

#### EXHIBIT A-3

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

Qty	Maintenance & Support	*Pricing
1	OneSign SSO Annual Premium Maintenance SSO/AM, SSPW & VDA 2,500 Users Maintenance Period: 03/23/21 to 03/22/22	\$37,200
1, 2, 4	The strike of the content of the con	\$37,200

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

CONTRACTOR
Forward Advantage, Inc.  CONTRACTOR's Business Name  **Signature instructions below**
By: (Signature of Chair, President, or Vice-President)
Mike Knebe / Vice President  Name and Title
Date: 4-/6-2/
By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Brian Boudreau CFO Name and Title
Date: 4-19-2021
·

#### \*\*\*<u>SIGNATURE INSTRUCTIONS</u>\*\*

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)

Renewal and Amendment No. 3 to Agreement With Forward Advantage, Inc. for Imprivata One-Sign

## AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN FORWARD ADVANTAGE, INC. AND NATIVIDAD MEDICAL CENTER FOR

#### IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on March 23, 2016 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 Agreement was executed for Imprivata OneSign single sign-on solution software services with a term March 23, 2016 through March 22, 2018 and a total Agreement amount not to exceed \$267,967; and

WHEREAS, the Parties amended the Agreement 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, NMC and CONTRACTOR currently wish to amend the Agreement to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" with a \$7000 increase for the added services for a total Agreement amount of \$386,567

#### 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 Amendment No 1, 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 EXHIBIT A, EXHIBIT A-1 as per Amendment No. 1 plus Exhibit A-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$386,567."
- 2. Section 4 titled, "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 B: 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. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
- 4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
- 5. This Amendment No. 2 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

**IN WITNESS WHEREOF**, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD-MEDICAL CENTER	CONTRACTOR
By: Gaty R. Gray, DO, CEO	Forward Advantage, Inc.  CONTRACTOR's Business Name  ***See instructions below***
Date:	By: (Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	Mike Knebel, Vice President
By: Monterey County Deputy County Counsel	Name and Title  Date:November 7, 2019
Date:	491
APPROVED AS TO FISCAL PROVISIONS	By: (Signature of: Secretary, Asst. Secretary, CFO,
M XAr	Treasurer, or Asst. Treasurer)
By: Monterey County Deputy Auditor/Controller	Brian Boudreau, Secretary
1) [1, 1,4	Name and Title
Date:	Date: November 7, 2019
it is	

#### \*\*\*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-2: Additional Statement of Work/Payment Provisions Proposal: FAI-NMC-20190612-G3 forward® advantage Provided For Natividad Medical Center Attn:Timothy Thomas 1441 Constitution Blvd. Salinas, CA 93906 7255 N. First Street, Suite 106 Representative: Mike Levesque, im-one Inside Sales Rep. Fresno, CA 93720 877.636.7927 ext. 1238 Phone: 877.636.7927 mike.levesque@forwardadvantage.com Fax: 559.436.4217 SKU QTY Description **Equipment & Services** REPL-VIR-APP-G3 1,350.00 \$ 4,050.00 Imprivata Replacement Virtual Appliance G3 \$ 2,000.00 2,000.00 SVOSI Implementation Services (Remote) TOTAL Equip/Svcs. 6,050.00 SUBTOTAL QUOTE 6,050.00 Comments Sales Tax TBD Shipping TBD TOTAL QUOTE \$ 6,050.00 Prices are in U.S. Dollars Sales tax (if applicable) and freight to be added. F.O.B: Origins Special Terms This is a one-time cost for this software upgrade



## Monterey County Board of Supervisors

Board Order '

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Agreement No.: A-13074

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the Agreement (A-13074) with Forward Advantage, Inc. for the Imprivata product, a single sign on solution used by NMC Physicians and Clinical Staff, extending the agreement an additional three (3) year period (March 23, 2018 through March 22, 2021) for a revised full agreement term of March 23, 2016 through March 22, 2021, and adding \$111,600 for a revised total agreement amount not to exceed \$379,567.

PASSED AND ADOPTED on this 13th day of March 2018, by the following vote, to wit:

AYES:

Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Nicholas E. Chiulos, Acting 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 80 for the meeting March 13, 2018.

Dated: April 13, 2018 File ID: A 18-052 Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors County of Monterey, State of California

By Denie Harcock

# AMENDMENT NO. 1 TO SERVICES AGREEMENT BETWEEN FORWARD ADVANTAGE, INC. AND NATIVIDAD MEDICAL CENTER FOR

#### IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on March 23, 2016 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and Forward Advantage, Inc. (hereinafter "CONTRACTOR"). Collectively, 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 Imprivata OneSign single sign-on solution software with a term March 23, 2016 through March 22, 2018 and a total Agreement amount not to exceed \$267,967; and

WHEREAS, the Parties currently wish to amend the Agreement 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.

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

#### 1. Section 2 titled, "PAYMENTS BY NMC" shall be amended by removing:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$267,967."

#### and replacing it with:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A plus Exhibit A-1 as per Amendment No. 1 attached hereto this Amendment No. 1, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$379,567."

### 2. The first sentence of Section 3.1 under Paragraph titled, "TERM OF AGREEMENT" shall be amended by removing:

"The term of this Agreement is from March 23, 2016 through March 22, 2018 unless sooner terminated pursuant to the terms of this Agreement."

#### and replacing it with:

"The term of this Agreement is from March 23, 2016 through March 22, 2021 unless sooner terminated pursuant to the terms of this Agreement."

### 3. <u>Section 4 titled, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended by removing the following:</u>

"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Statement of Work/Payment Provisions

Exhibit B: Business Associate Agreement"

#### and replacing it with:

"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 B: Business Associate Agreement"

- 4. "EXHIBIT B (Business Associate Agreement)" attached to the Agreement shall be replaced with the revised "EXHIBIT B (Business Associate Agreement)" attached hereto this Amendment No. 1.
- 5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1.
- 6. A copy of this Amendment No. 1 shall be attached to the original Agreement.
- 7. This Amendment No. 1 shall be effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER	CONTRACTOR
By: Gary R. Gray, DO, CEO	Forward Advantage, Inc.  CONTRACTOR's Business Name *Signature instructions below
Approved as to Legal Provisions	By: (Signature of: Chair, President, or Vice-President)
By: Monterey County Deputy County Counsel	Mike Knebe / Vice hast dead Name and Title  Date: 2-6-2018
Name Date: Feb 13, 2018	By: (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By:  Monterey County Deput Auditor-Controller	Brian Boudrew, Secretary  Name and Title  Date: 2-6-7018
Date: 2-15-18	

#### \*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).

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

#### **EXHIBIT A-1**

## Additional Statement of Work /Payment Provisions as per Amendment No. 1

### 3 Year Renewal for Maintenance and Support Services (March 23, 2018 – March 22, 2021)

3	SUPG30	Maintenance and Support OneSign Annual Premium-V Maintenance * (3 yrs.)	\$37,200	\$111,600.00
(1) be	invoiced upon	Lecur as follows: Software licensing, Maintenance, equipment and devices will execution of Agreement. Implementation will be invoiced when delivered.	TOTAL Maintenance Fees	\$111,600.00
	OneSign softv		SUBTOTAL	\$111,600.00
Pric	cing are in U.S	. Dollars	Sales Tax Shipping	\$ -

#### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective February 6	,2018
("Effective Date"), is entered into by and among between the County of M	
political subdivision of the State of California, on behalf of Natividad Med	dical Center
("Covered Entity") and Forward Advantage, Inc.	("Business
Associate") (each a "Party" and collectively the "Parties").	

#### RECITALS

- A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.
- B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.
- C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).
- D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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").
- E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

#### **AGREEMENT**

#### 1. **DEFINITIONS**

BAA Page 1 of 10

- 1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.
- (a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.
- (b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).
- (c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI**.
- (d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

#### 2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

- (a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;
- (b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;
- (c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

BAA Page 2 of 10

- (d) Use PHI if necessary for the 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 PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as 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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that 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); and
- (g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

#### 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) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

- (i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;
- (ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;
- (b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;
- (c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;
- (d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;
- (e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

- (f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) 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. 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 ten (10) 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 thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;
- (h) Disclose to its Subcontractors 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 to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; 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. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;
- (j) If applicable, 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) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;
- (l) Unless prohibited by law, 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; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality 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.

#### 3.2 Business Associate Acknowledgment.

- (a) 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.
- (b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.
- (c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <a href="http://www.natividad.com/quality-and-safety/patient-privacy">http://www.natividad.com/quality-and-safety/patient-privacy</a>. Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.
- 3.3 <u>Responsibilities of Covered Entity</u>. 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 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;
- (c) 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
- (d) Notify Business Associate 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.

#### 4. TERM AND TERMINATION

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- 4.1 <u>Term</u>. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.
- 4.2 <u>Termination</u>. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.
- **4.3** Automatic Termination. This BAA 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.
- Effect of Termination. Upon termination or expiration of this BAA for 4.4 any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. 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 with 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. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

#### 5. <u>MISCELLANEOUS</u>

- 5.1 <u>Survival</u>. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.
- 5.2 <u>Amendments; Waiver</u>. This BAA 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 HIPAA, the HITECH Act, or California Confidentiality

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Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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.
- 5.4 <u>Notices</u>. 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, Inc.

Attn: Privacy Officer

7255 N. First Street, Suite 106

Fresno, CA 93720

Phone: 559-447-1777

Fax: 559-436-4217

If to Covered Entity, to:

Natividad Medical Center

Attn: Compliance/Privacy Officer

1441 Constitution Blvd.

Salinas, CA 93906

Phone: 831-755-4111

Fax: 831-755-6254

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 <u>Counterparts; Facsimiles</u>. This BAA 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 <u>Relationship of Parties</u>. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

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- 5.7 <u>Choice of Law; Interpretation</u>. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.
- 5.8 <u>Indemnification</u>. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, 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 provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.
- 5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.
- 5.10 <u>Insurance</u>. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.
- 5.11 <u>Legal Actions</u>. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

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5.12 <u>Audit or Investigations</u>. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

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

BUSINESS ASSOCIATE	COVERED ENTITY
Ву: /////	By:
Print Name Mike Knebel	Print Name: Gary R. Gray
Print Title Vice President	Print Title: Chief Executive Officer
Date: February 5, 2018	Date: 3 1618



#### **Monterey County**

#### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Agreement No.: A-13074

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

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an Agreement with Forward Advantage, for purchase of the Imprivata product, a single sign on software solution used by NMC Physicians and Clinical Staff, plus implementation, licenses, and maintenance and support, in an amount not to exceed \$267,967 for the period of March 23, 2016 through March 22, 2018; and
- b. Authorized the Deputy Purchasing Agent for NMC to execute up to three (3) future Amendments to the Agreement, which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the Agreement per each amendment.

PASSED AND ADOPTED on this 22nd day of March 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, and Parker

NOES: None

ABSENT: Supervisor Potter

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 79 for the meeting on March 22, 2016.

Dated: March 24, 2016 File ID: A 16-064 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Danise Dancoc

Deputy

#### Natividad MEDICAL CENTER

### COUNTY OF MONTEREY AGREEMENT FOR SERVICES (MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Forward Advantage (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

- 1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: provide software for a secured single sign-on solution for NMC physicians and clinical staff to access multiple applications.
- 2. PAYMENTS BY NMC. NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$267,967.00.

#### 3. TERM OF AGREEMENT.

- 3.1. The term of this Agreement is from March 23, 2016 through March 22, 2018 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
- 3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
- 4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A:** Statement of Work/Payment Provisions

Exhibit B: Business Associate Agreement

#### 5. PERFORMANCE STANDARDS.

5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

- 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

#### 6. PAYMENT CONDITIONS.

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

#### 7. TERMINATION.

- 7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of

any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

#### 8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

#### 9. INSURANCE.

#### 9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall <u>not</u> receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3	<u>Insurance Coverage Requirements:</u> Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
	Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
	Exemption/Modification (Justification attached; subject to approval).
	Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
	Exemption/Modification (Justification attached; subject to approval).
	Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
	Exemption/Modification (Justification attached; subject to approval).
	Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
	Exemption/Modification (Justification attached; subject to approval).
9.4	Other Requirements:
	All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall

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be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three

years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY.

10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly

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transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

The Business Associate Agreement (Exhibit B) signed June 4, 2015 by CONTRACTOR is fully incorporated into this Agreement.

- 10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 10.3 <u>Maintenance of Records</u>. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 <u>Royalties and Inventions</u>. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
- 11. NON-DISCRIMINATION. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

- 12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
- 13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
- 14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below

#### NATIVIDAD MEDICAL CENTER:

**CONTRACTOR:** 

Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA, 93906

Forward Advantage Attn: Mike Knebel 7255 N. First Street, Suite 106 Fresno CA 93720

Email: mike.knebel@forwardadvantage.com

FAX: 831-757-2592

#### 15. MISCELLANEOUS PROVISIONS.

- 15.1 Conflict of Interest: CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

Revised NMC SA Form over \$100,000 2/19/2016

Page 7 of 10

Forward Advantage \$267.967.00 3/23/16 - 3/22/18

- 15.4 <u>Contractor</u>: The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 15.5 <u>Disputes</u>: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 <u>Assignment and Subcontracting</u>: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 <u>Successors and Assigns</u>: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 <u>Compliance with Applicable Law</u>: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 <u>Headings</u>: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence</u>: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 <u>Governing Law</u>: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 <u>Non-exclusive Agreement</u>: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 <u>Construction of Agreement</u>: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 <u>Counterparts</u>: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 <u>Integration</u>: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either

- written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16 <u>Interpretation of Conflicting Provisions</u>: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

The remainder of this page was intentionally left blank Signature page to follow

NATIVIDAD MEDICAL CENTER
By: Gary R. Gray, DO, Chief Executive Officer
Date:
APPROVED AS TO LEGAL PROVISIONS
By: Monterey County Deputy County Counsel
Date:
Approved as to Fiscal Phovisions
By:
Date: 3916

#### **CONTRACTOR**

Forward Advantage

Contractor's Business Name\*\*\* (see instructions)

Signature of Chair, President, or Vice-President

Mike Knebel V.P. of Sales

Date: 2-22-2016

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

Brian Bosdrew, Secratery

Date: 2-22-2016

#### \*\*\*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).



#### **EXHIBIT A**



## Forward Advantage Implementation Services Statement of Work Natividad Medical Center

February 14, 2016

#### Introduction:

Forward Advantage Implementation Services will provide the following services, delivered both onsite and remotely, to ensure a successful implementation of OneSign at the Natividad Medical Center. Below is a summary of the activities that will be provided during the implementation as well as the estimated timeline. At the end of this document is a detailed description of the services provided and estimated duration for delivery of these services.

#### PHASE 1: DISCOVERY

Forward Advantage and the Natividad Medical Center will validate Natividad Medical Centers network environment in context with Imprivata OneSign requirements. Items for discussion during this phase revolve around the customer enterprise. Application coverage, network topology, security policies, and desktop deployment will be discussed and related to the project plan.

#### Activities:

- Validate scope of services
- Review implementation pre-trip checklist (Details of Customer Infrastructure)
  - IP Address, Netmask, Gateway, DNS (Domain Name System), FQDN (Fully Qualified Domain Name) for Active Directory, Server Operating Systems, etc.
- Review SSO Application Sign Off Form(s)
- Review SSO Agent Deployment Document
- Review & Customize Project Plan
- Schedule onsite implementation

#### PHASE 2: INSTALLATION & CONFIGURATION OF ONESIGN:

This phase consists of four (4) primary tasks: Installation, OneSign Configuration, Training and Application Enablement.

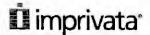
#### Activities:

- Appliance setup & configuration
- Creating & Managing Security Policies within OneSign
  - o OneSign Policies Control Authentication, Challenges, Password Self Service and Client Workflow Options
- Manage Users & OneSign Domains within OneSign
  - OneSign Domains configure connection to Active Directory as well as enabling an automated link to User Policies
- Application enablement, both Desktop and Citrix Environments
- Initial/Environment Testing
- Administrator Training
- Help Desk Training

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#### **EXHIBIT A**



#### PHASE 3: TESTING:

Technical Services best practices call for a period of testing within the IT/IS Department to simulate the workstations as well as application access of the end-users in the initial department to be deployed. The testing process will include the authentication methods to be utilized by the end-users as well as application access and specific workflows that are to be achieved as defined in the Project Scope/Assumptions.

Upon completion of this internal testing (unit testing), the deployment proceeds to the initial department within the Natividad Medical Center.

#### Activities:

- Test end-user workstations
- Test end-user enrollment process
- Test end-user application workflows (Login and Change Password Processes)
- Test end-user initial authentication
- Test end-user unlocking of a workstation
- Test authentication methods to Login, Unlock, and Lock Workstations (including timers)
- Test Password Self Service Reset
- Test Reporting/Audit Records

#### PHASE 4: DEPLOYMENT:

The Deployment phase begins once the implementation team agrees that the Testing Phase is complete and the solution is ready for the initial departments and/or enterprise-wide deployment. Best practices call for a one (1) week initial rollout with approximately 40-60 users ("initial group") after the joint implementation teams feels confident the project scope has been fulfilled. The intention of the initial group rollout is to certify that the OneSign configuration is ready for an enterprise wide deployment. Forward Advantage will assist with the planning and execution to enable this initial group of users.

#### Activities:

- Determine success criteria
- Determine user community
- Review client software deployment plan
- Review & develop end-user communication plan
- Review & develop end-user training documents
- Train and enable end-users
- Review & develop end-user support plan
- Monitor end-user activity for issues (Technical, Training, Other)
- Collect end-user feedback

#### Note:

Forward Advantage can optionally assist customer with deployment, however it is not part of the Standard Implementation Services or this Statement of Work.

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#### **Project Assumptions:**

- 1. The Services described in this SOW constitute Forward Advantage's entire obligation. If the Natividad Medical Center requests services in addition to the Services presented in this SOW, the performance of such additional services will require an amendment to the contract signed by both parties to modify the details of Services Provided and an adjustment to the schedule and/or fees to be paid by the Natividad Medical Center. The VP of Client Services or lead System Engineer will track any such requests via a change control process and arrange for such services to be rendered.
- Natividad Medical Center will provide a Project Manager during the course of the entire engagement. The Natividad Medical Center 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. Natividad Medical Center will provide a Technical resource throughout the engagement.
- 4. Natividad Medical Center will identify the staff that it deems to fit the Imprivata OneSign Implementation Roles & Responsibilities found in pages 5 and 6.
- 5. Natividad Medical Center will be required to provide access (including to the application owners), to the identified applications for SSO testing and enablement.
- 6. Natividad Medical Center will be required to provide user credentials to each of the identified applications to Forward Advantage (and Imprivata) as necessary.
- 7. Natividad Medical Center 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.
- 8. Natividad Medical Center will need to provide an internal FTP Server in the event that Natividad Medical Center intends to automate the OneSign Archive Process and/or its Standard Reporting Process.
- Natividad Medical Center will have purchased the appropriate number of Imprivata OneSign VDA licenses to correspond with their VMware View Virtual Desktops (also need to include OneSign Web API license).

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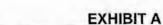




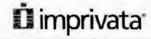
## Project Roles (Forward Advantage & Imprivata):

Forward Advantage Technical Services Consultant	This role is responsible for configuring, training, testing and troubleshooting the Imprivata OneSign Solution. The Technical Services Consultant will provide information as to best practices for OneSign within MEDITECH facilities as well as approaches that have been successful in other deployments in conjunction with HIS Systems and Clinical Modules.
	The Technical Services Consultant is not responsible for the direct resolution of defects found within the Imprivata OneSign Product or within other systems being utilized by Natividad Medical Center (e.g. Microsoft, Citrix, VMware, HIS System, etc.).
Imprivata Technical Support	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).
Imprivata Engineering	This role (Tier 3) is responsible for the resolution of software defects identified and confirmed during the implementation process.

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## Imprivata OneSign Implementation Roles & Responsibilities (Natividad Medical Center):

There are eight roles typically involved in an OneSign product implementation. In most 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 prepare for your OneSign deployment.

Role	Responsibilities	Skills
Project Leader	The Project Leader will be responsible for coordinating the timing of the OneSign implementation and prepare the project team for their roles and responsibilities in the implementation. The project leader is also typically responsible for handling all end-user communication and change management issues.	The Project Leader will have experience in managing software implementations and will have strong project management and coordination skills. The project leader has rolled out other software solutions within the organization and knows who to involve from an internal resource perspective.
OneSign Administrator	The OneSign Administrator will be responsible for administering the OneSign solution on a day to day basis. This individual will available for the entire OneSign implementation and will become the onsite expert in the solution. The Administrator will help import the end users into OneSign, set-up security policies, learn to enable applications, and create reports.	The OneSign Administrator must be able to pick up new technology in a short amount of time. They will have a thorough understanding of how their organization wants to roll out security policies and which are the key applications to be enabled for single sign-on.
Desktop Administrator	The Imprivata OneSign agent will need to be deployed to every desktop. Most organizations use a push technology such as AD group policy or SMS to deploy the agent. The Desktop Administrator will be responsible for determining the appropriate strategy for rolling out the Imprivata Agent and will pull together a time line for Agent rollout.	The Desktop Administrator will have knowledge of different software deployment methods and will have the ability to use these technologies to rollout and support the Imprivata Agent initial rollout as well as ongoing software upgrades.
Application Specialist	As part of the initial deployment, the Imprivata Consultant will enable a subset of your applications for single sign-on. The Consultant will need a test account in order to access all of the relevant screens within your key applications. Often the Consultant will work directly with the Application Specialist for each application in order to setup and test all of the relevant screens.	The Application Specialist will have access to test accounts for each application that will be enabled for single sign-on. This includes the ability to test the Change Password functionality within the application. The Application Specialist will have an understanding of all of the screens that are accessed by end-users and will help the Imprivata Consultant in the testing post single sign-on enablement.

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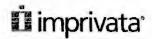
Role	Responsibilities	Skills
Directory Administrator	Limited access may be needed to the Directory Administrator in the beginning stages of the OneSign implementation. The Directory Administrator will know which Directory's will be imported into the OneSign appliance and will work with the OneSign Administrator to determine which groups/users should be enabled for Single Sign-On. If the organization is going to be implementing Imprivata's Self-Service Password Reset option, the Directory Administrator logon will be required as well as a SSL certificate on the Directory.	Ability to access Directory store and work with OneSign Administrator to import users and setup synchronization rules for ongoing update and maintenance to OneSign.
Network Administrator	During day one of the OneSign implementation, the Imprivata Consultant will need to work with your Network Administrator to setup the Appliance Pair on your network. The two appliances on the network will need three IP addresses (two static and one virtual). The Network Administrator will be responsible for the DNS entries and assistance in setting up the Appliances in your data center. The Network Administrator will also be responsible for daily backup and recovery process.	Ability to obtain required IP addresses for the OneSign Appliance Pair and access to the data center for setup and testing. The Network Administrator will also need to setup and test OneSign backup and recovery process.
Help Desk	During the initial implementation, the Imprivata Consultant will spend about 2 hours with the key representatives from the Help Desk training them on the key areas of support for OneSign as well as how to access Imprivata resources for ongoing assistance. The Help Desk representatives will be responsible for taking all end-user calls related to questions or issues with OneSign. They will be responsible for tier 1 technical troubleshooting and will contact Imprivata Technical Support for Tier 2 support.	The Help Desk will need to be able to troubleshoot issues and questions related to Agent installation and upgrade, ability to perform initial triage on issues related to application enablement and will be able to do some diagnosis on whether the issue is environmental or product related. They will also know how to access Imprivata Technical Support for additional technical assistance.
Power End-User	End-user that is typically included as part of an implementation in the early phases of the deployment. This end-user will be responsible for testing access to many different applications and will provide feedback to the project team on what is working and what needs improvement. Their feedback is critical prior to the large scale deployment.	Computer savvy and knowledgeable of many different applications accessed by end-users in the organization. They are a strong communicator and interested in being involved in the OneSign implementation.

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#### **EXHIBIT A**



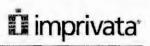
#### Approach

Based on the Natividad Medical Center requirements, Forward Advantage will provide the following services (delivered both onsite and remotely) to ensure a successful implementation of OneSign at the Natividad Medical Center. Below is a list of the typical activities that are included in the implementation as well as the estimated timeline.

Activity	Description 4 4 4	Timeline	Hours
Implementation Kick-off & Project Planning	A conference call between IT staff, the Project Manager, and the Technical Services Consultant to ensure project readiness, define project roles, set expectations, and articulate project definition. Once onsite the project team will construct a project plan that incorporates major deliverables and milestones.	2 Weeks Prior to Appliance Set-up & Configuration	
Project status updates	Periodic 60-minute status meetings to be schedule by the Technical Services Consultant and the Customer Project Manager.	Weekly	

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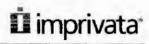


Activity &	Description	Timeline	Hours
Appliance Configuration Review & Backup Configuration	The Technical Services Consultant will work with the customer's Technical Resources to review the OneSign Appliance User Interface as well as changes in the environment from v3.x to v4.5. Additionally, the Technical Services Consultant will review and test the OneSign Backup Configuration.	Week 1	4
End-User Enablement Services			
Activity	Description	Timeline	Hours
Managing OneSign domains and user accounts	The Technical Services Consultant will work with the customer's Technical Resources to identify directories to be imported, review the Imprivata pre-trip checklist, import user accounts, review Imprivata roles and assign users to the roles, and set up the synchronization process.	Week 1	2
Creating and Managing Security Policies	The Technical Services Consultant will work with customer's OneSign Administrator to implement within OneSign. Create security policies; automate user account associations to security policies and enablement of users. Security policies define authentication options, client agent behavior (for walk away security) as well as password self-service functionality that are tied to users within the customer's environment.		4
Reporting & Events	The Technical Services Consultant will demonstrate the reporting and event notification functionality within the OneSign Administrator user interface. The Consultant will create one or more sample reports that are relevant for the customer as well as two (2) sample event notifications. (This does not include setting up of a FTP Server at the Customer Site for automating report processes.)	Week 1	2
Disaster Recovery Planning	The Technical Services Consultant will work with the OneSign Administrator to review the set-up and configuration of the Standby Appliance(s).	Week 1	2

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Activity	Description	Timeline	Hours
Review Agent Types & Deployment Options	The Technical Services Consultant will review the different OneSign Agent Types; discuss the methods the customer uses to deploy software and best practices for rolling out OneSign within their environment. If using a push technology, the Consultant will provide best practices on how to use .msi files in a push package.	Weeks 1-4	4
Configuration for VMware View Virtual Desktops	The Technical Services Consultant will work with Natividad Medical Center infrastructure team to ensure connectivity between OneSign Appliances as well as OneSign Appliances and the VMware View Virtual Desktops (running MEDITECH and other Applications). Can include VMware View Agent/Zero Firmware and Desktop Pools.  Note: Some components of VMware View testing will require VDA Licensing.	Weeks 2-4	16
OneSign Authentication Methods	The Technical Services Consultant will discuss the customer's authentication requirements, review best practices for implementation with OneSign, discuss how this impacts the end-user workflow, review end-user documentation, and train the network administrator on setup and enrollment.	Week 1-3	2
SSPW Management	The Technical Services Consultant will review how to setup the security policy, enable and configure the SSL certificate on their directory, setup SSPW, and review and customize end-user documentation.	Weeks 1-2	2
Writing Procedures for Extension Objects	The Technical Services Consultant will work with the OneSign Administrator and Network Administrator to review requirements for Extension Objects. The Technical Services Consultant will demonstrate the process and discuss the customer requirements for extending the OneSign Product. (There may be the need for additional Implementation Services if Extensions are required for the deployment.)	Weeks 2-3	2

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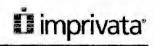
Activity **	Description	Timeline	Hours
Application Enablement	The Technical Services Consultant will work with the OneSign Administrator and each of the Application Specialists to identify all application screens required to successfully enabling the applications for single sign on. During this process the Technical Services Consultant will work with the customer to enable the key applications required for a successful deployment.   • MEDITECH  • JLG  • Nuance Dragon  • Up-to-Date  • CPACS  • GE MUSE  • OBIX  • Provation  • ReDoc  • PeerVue  • Powerscribe  • InterQuaal  • 3M  • Vision  • Verge  • Avatar  • Med Mined  • MD Analytics  • ePath  • Forward Advantage  Note: Natividad Medical Center will be able to SSO Enable additional applications during (and after) the implementation process. Training for SSO Enablement is included in the Training Section of this SOW.	Weeks 1-3	18
OneSign Testing	The Technical Services Consultant will work with the OneSign Administrator to test user authentication, client installation, and application enablement and user workflow. In the event that applications or security policies need to be refined, the Technical Services Consultant will work with the appropriate customer resources to refine the OneSign System.	Weeks 3-4	4

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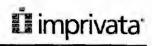




Activity	Description	Timeline	Hours
Imprivata Administrator Training	Administrator Training  Focus on training the key OneSign Administrator on architecture overview, security policies, Agent deployment and device authentication options as well as reporting. Additional End-User workflow options as well as APG (Application Profile Generator) will be covered in order to discuss how the OneSign products can/will work within the customer's environment. (Typically this course lasts 4 hours.)  The Technical Services Consultant will work with the customer's OneSign Administrator, and appropriate Application Administrator, to demonstrate the process of SSO enablement of an application in OneSign. The Consultant will use one of the customer identified key applications as the subject for the demonstration. (This is not to be considered complete application enablement activities, only OneSign Administrator Training of the Application Profile Generator).  Training sessions on resolving common technical problems and where to go for		4
Application Enablement Overview and Training	work with the customer's OneSign Administrator, and appropriate Application Administrator, to demonstrate the process of SSO enablement of an application in OneSign. The Consultant will use one of the customer identified key applications as the subject for the demonstration. (This is not to be considered complete application enablement activities, only OneSign Administrator Training of the Application	Week 4	4
Help Desk Training		Week 4	6

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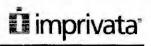




Activity	Description	Timeline	Hours
Testing/Deployment (IS Department)	The Technical Services Consultant will work with the OneSign Administrator and Desktop Administrator and other Customer resources to install, configure and test OneSign in the IS Department.  Test end-user workstations  Test end-user enrollment process  Test end-user application workflows (Login and Change Password Processes)  Test end-user initial authentication  Test end-user unlocking of a workstation  Test authentication methods to Login, Unlock, and Lock Workstations (including timers)  Test Password Self Service Reset  Test Reporting/Audit Records	Week 4	6

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Activity	Description	Timeline	Hours
Initial Department Deployment	The Technical Services Consultant will work with the Project Manager, OneSign Administrator and Desktop Administrator and other Customer resources to install, configure and test OneSign as well as enroll end-users in the initial department.  Initial Department:  • 50 User (Approx.)  • 25 Devices (Approx.)  • Determine success criteria  • Determine user community  • Review client software deployment plan  • Review & develop end-user communication plan  • Review & develop end-user training documents  • Train and enable end-users  • Review & develop end-user support plan  • Monitor end-user activity for issues (Technical, Training, Other)	Week 6+  (After Period Defined by Project Team)	24

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#### **Amendments**

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 an Amendment, signed by both parties, 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.

An Amendment will reflect 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 is it signed by both parties. Payment for all hours worked and expenses incurred up to the date of the Amendment will be due at this time as they were stated in the original Agreement and Scope of Work.

#### Acknowledgement and Approvals

The Services described in this SOW and the terms and conditions of the County's Service Agreement 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty authorized representatives.

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# Exhibit A



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

## Proposal FAI-NMC-20160218-2500

Proposal Date: February 18, 2016

Provided For: Natividad Medical Center

Attn: Ari Entin Chief Information Officer 1441 Constitution Blvd. Salinas, CA 93906

Representative Mike Knebel, Vice President, Sales 877.636.7927 ext. 1283 mike knebel@forwardadvantage.com

ax: 559,436.4	1217		mike.knebe	el@forwardadvantag	e.com	
	2,500 Users					
2500 2500 2500	SSO/AM (VPA-Discount) SSPW (VPA-Discount) VDA (VPA-Discount)	License Fees OneSign SSO/AM (Volume Purchase Agreement Discount) OneSign SSPW Management (Volume Purchase Agreement Discount) OneSign Virtual Desktop Access (Volume Purchase Agreement Discount)	\$ \$ \$ \$	57.00 (30.00) 11.00 (4.00) 12.00 (2.00)	\$ \$ \$	142,500.00 (75,000.00 27,500.00 (10.000.00 30,000.00 (5,000.00
			тот	AL License Fees	\$	110,000.00
1	TR-ONSITE-SVCS	Implementation Fees OneSign On-Site Installation ## (Based on standard Statement of Work and includes installation, configuration, testing, IT Admin Training and one (1) week of deployment services to the initial department)	s	20,000.00	\$	20,000.0
			TOTAL Imp	lementation Fees	\$	20,000.0
2	SUPG30 (VPA-Discount)	Maintenance and Support OneSign Annual Premium-V Maintenance * (2 yrs.) (Volume Purchase Agreement Discount)	\$	60,000.00	<b>S</b>	120,000.00 (54,000.00
			TOTAL N	faintenance Fees	\$	66,000.0
2 · 1 800	VIR-APP VIR-APP HDW-IMP-60	Equipment & Devices OneSign Production Appliance # OneSign Test Environment Virtual Appliance (2) Imprivata USB Proximity Reader - HID *	\$	1,895.00 1,895.00 \$74.00	\$	3,790.0 1,895.0 59,200.0
	1		то	TAL Equip./Svcs.	\$	64,885.0
				IBTOTAL QUOTE	\$	260,885.0
		Software licensing, Maintenance, equipment and devices n of Agreement. Implementation will be invoiced when delivered.		Sales Tax Shipping	\$ \$	5,402.0 1,680.0
		ance is a full-powered appliance for testing of new versions	Customer	TOTAL QUOTE		267,967.0
of the Of	neSign software.		Customer	Accepted and Agri	660	
			Name:	4		
Prices are in	U.S. Dollars and are va	lid through March 31, 2016	Title:			
Payment Ter	ms: The County Auditor	-Controller shall pay the amount certified within thirty (30)	Phone:			
	days of receiving	the certified invoice(s).	Date:			
#		n Production Appliances required				
##	Travel and expenses	are included  d Reset ficense level must match the current licensed user level.				
@@	Sales Tax Applies	u Reset license level most match the cultert licensed user level.				
Special Terms	Each OneSign Virtual	with vSphere 4.x, VMware Workstation 6.5x or 7.0x, or 7.0x 2.0x iskspace			33,55	

#### **BUSINESS ASSOCIATE AGREEMENT**

	This Bus	iness	Associate	Agre	eement ("Agreement"),	effective	January	<u>l</u> , 20 <u>15</u>
("Eff					among the County of M			
of	California,	on	behalf	of	Natividad Medical Ce	nter ("Covered	i Entity")	and
	Forwa	rd Adva	intage		("Business Ass	ociate") (each a	"Party" and co	ollectively
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;

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- (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 <u>Responsibilities of Business Associate</u>. 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

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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 <u>Section 4.4</u> 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;

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09/30/14.

(I) 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 <u>Responsibilities of Covered Entity</u>. 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.

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#### 4. TERMS AND TERMINATION

- 4.1 <u>Term.</u> This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this <u>Article 4</u>. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in <u>Section 5.1</u> herein.
- 4.2 <u>Termination</u>. 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; <u>provided</u>, <u>however</u>, 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 <u>Automatic Termination</u>. 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)(1) 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 <u>Survival</u>. The respective rights and obligations of Business Associate and Covered Entity under the provisions of <u>Sections 4.4</u>, 5.1, 5.6, and 5.7, and <u>Section 2.1</u> (solely with respect to PHI that Business Associate retains in accordance with <u>Section 4.4</u> 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, <u>Section 3.1(i)</u> shall survive termination of this Agreement, <u>provided</u> that Covered Entity determines that the PHI being retained pursuant to <u>Section 4.4</u> 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.

5.4 <u>Notices</u>. 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 <u>Counterparts</u>; 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 <u>Choice of Law; Interpretation.</u> This Agreement shall be governed by the laws of the State of California; as <u>provided</u>, <u>however</u>, 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.

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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
Ву:	Ву:
Print Name: Mike Knebel	Print Name: Kristen Aldrich
Print Title: Vice President of Sales	Prim Title: Dep n ty Purchasing Acent
Date: June 4, 2015	Date:

#### **BUSINESS ASSOCIATE AGREEMENT**

	This Bu	usiness	Associate	Agre	eement	("Agreeme	ent"),	effect	ive	Januar	y 1 , 20 <u>15</u>
("Eff	ective Date'	), is ent	ered into by	and	among	the County	of Mo	onterey	, a political	subdivision	of the State
of	California,	on	behalf	of	Nati	vidad Medic	al Cer	iter	("Covered	Entity")	and
	Forv	vard Adva	ntage			_ ("Business	Asso	ciate")	(each a "	Party" and	collectively
the "I	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. <u>DEFINITIONS</u>

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, <u>provided</u> 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;

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- (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 <u>Responsibilities of Business Associate</u>. 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

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 <u>Section 4.4</u> 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;

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(I) 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 <u>Responsibilities of Covered Entity</u>. 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.

#### 4. TERMS AND TERMINATION

- 4.1 <u>Term.</u> This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this <u>Article 4</u>. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in <u>Section 5.1</u> herein.
- 4.2 <u>Termination</u>. 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; <u>provided</u>, <u>however</u>, 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 <u>Automatic Termination</u>. 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 <u>Effect of Termination</u>. 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 <u>Survival</u>. The respective rights and obligations of Business Associate and Covered Entity under the provisions of <u>Sections 4.4</u>, <u>5.1</u>, <u>5.6</u>, and <u>5.7</u>, and <u>Section 2.1</u> (solely with respect to PHI that Business Associate retains in accordance with <u>Section 4.4</u> 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, <u>Section 3.1(i)</u> shall survive termination of this Agreement, <u>provided</u> that Covered Entity determines that the PHI being retained pursuant to <u>Section 4.4</u> 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.

5.4 <u>Notices</u>. 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 <u>Counterparts: Facsimiles</u>. 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 <u>Choice of Law; Interpretation.</u> This Agreement shall be governed by the laws of the State of California; as <u>provided</u>, <u>however</u>, 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 <u>Indemnification.</u> 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.

BAA Approved by County BOS 09/16/14. Revised on 09/30/14.

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 MEDIÇAL CENTER
Ву:	Ву:
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



## **County of Monterey**

## Item No.

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901

September 16, 2025

#### **Board Report**

Legistar File Number: A 25-348

Introduced: 8/11/2025 Current Status: Natividad Medical Center -

Consent

Version: 1 Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement each with Waltz Creative, LLC, The Buzz PR LLC, and Mag One Media, Inc., pursuant to the Request for Proposals (RFP) #9600-91 for marketing and graphic design services at NMC, for an initial agreement term beginning September 16, 2025 through September 15, 2028, with the option to extend each agreement two (2) additional one-year periods, for a total aggregate not-to-exceed amount of \$555,000 for all three contracts for the initial three-year term.

b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to two (2) future amendments to each agreement, each amendment exercising a one year option to extend, for an additional aggregate not-to-exceed amount of \$185,000 for all three contracts for Fiscal Year 2028-29 and for an additional aggregate not-to-exceed amount of \$185,000 for all three contracts for Fiscal Year 2029-2030, provided that the total cost of the agreement over a five-year period does not exceed \$925,000, and as long as an appropriation for the costs of the amendments is included in the County Adopted Budget.

#### **RECOMMENDATION:**

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement each with Waltz Creative, LLC, The Buzz PR LLC, and Mag One Media, Inc., pursuant to the Request for Proposals (RFP) #9600-91 for marketing and graphic design services at NMC, for an initial agreement term beginning September 16, 2025 through September 15, 2028, with the option to extend each agreement two (2) additional one-year periods, for a total aggregate not-to-exceed amount of \$555,000 for all three contracts for the initial three-year term.

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#### **SUMMARY/DISCUSSION:**

NMC issued a Request for Proposal (RFP) #9600-91 on Friday, February 28, 2025 to solicit for one

or more new agreements for marketing and graphic design services from qualified vendors. On Friday, March 28, 2025 NMC received six (6) proposals from vendors submitted for consideration. All proposals were evaluated pursuant to the criteria stated in the RFP #9600-91. Upon a thorough selection process, NMC identified the top qualified vendors as Waltz Creative, LLC, The Buzz PR LLC, and Mag One Media, Inc., based on the ranking set forth by the NMC selection team. These vendors were tentatively selected to be awarded agreements to provide marketing and graphic design services for NMC. Inclusion on the master agreement does not guarantee award of any specific dollar amount. Waltz Creative, LLC, a local marketing and graphic design firm based in San Juan Bautista, CA, brings a diverse wealth of experience and skills for marketing design services. Mag One Media, Inc. is an award-winning full-service marketing and communications agency based in Salinas, CA. The Buzz PR LLC is a local award-winning marketing and communications agency providing brand management, design services and more.

NMC will work closely with these vendors in the design and implementation of projects in order to best serve NMC's objectives. This will include providing information, increasing awareness, promoting brand identity, and providing marketing support. The contractors will also provide marketing and graphic design services based on the scope of work specified in the Request for Proposal (RFP) #9600-91.

#### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on August 8, 2025. Following these approvals, the total agreement amount has been reduced from \$1,450,000 to \$925,000.

#### **FINANCING:**

The cost for this agreement is \$925,000 of which \$185,000 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-8630.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement is for a variety of marketing and graphic design services to support the achievement of strategic growth goals of key clinical services and improved patient experience goals.

	Economic Development
	Administration
X	Health and Human Services
	Infrastructure
	Public Safety

Prepared by: Hillary Fish, Director of Marketing and Community Relations, 831-783-2693

Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

#### Attachments:

Agreement with Waltz Creative, LLC Awarded per RFP #9600-91 Agreement with The Buzz PR, LLC Awarded per RFP #9600-91 Agreement with Mag One Media, Inc. Awarded per RFP #9600-91

Attachments on file with the Clerk of the Board



## **County of Monterey**

## Item No.21

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901

September 16, 2025

#### **Board Report**

Legistar File Number: A 25-348

Introduced: 8/11/2025 Current Status: Natividad Medical Center -

Consent

Version: 1 Matter Type: BoS Agreement

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NMC will work closely with these vendors in the design and implementation of projects in order to best serve NMC's objectives. This will include providing information, increasing awareness, promoting brand identity, and providing marketing support. The contractors will also provide marketing and graphic design services based on the scope of work specified in the Request for Proposal (RFP) #9600-91.

#### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on August 8, 2025. Following these approvals, the total agreement amount has been reduced from \$1,450,000 to \$925,000.

#### **FINANCING:**

The cost for this agreement is \$925,000 of which \$185,000 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-8630.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement is for a variety of marketing and graphic design services to support the achievement of strategic growth goals of key clinical services and improved patient experience goals.

	Economic Development
	Administration
X	Health and Human Services
	Infrastructure
	Public Safety

Prepared by: Hillary Fish, Director of Marketing and Community Relations, 831-783-2693

Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

#### Attachments:

Agreement with Waltz Creative, LLC Awarded per RFP #9600-91 Agreement with The Buzz PR, LLC Awarded per RFP #9600-91 Agreement with Mag One Media, Inc. Awarded per RFP #9600-91

Attachments on file with the Clerk of the Board

# AGREEMENT BETWEEN COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER AND WALTZ CREATIVE, LLC

This AGREEMENT is made and entered into by and between County of Monterey, on behalf of Natividad Medical Center, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Waltz Creative, LLC, hereinafter referred to as "CONTRACTOR."

#### 1.0 RECITALS

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

WHEREAS, COUNTY has invited proposals through the Request for Proposals RFP# 9600-91 for to provide **MARKETING AND GRAPHIC DESIGN SERVICES**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

#### 2.0 PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFP #9600-91 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-91. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix RFP #9600-91 plus all associated Addenda CONTRACTOR'S Proposal dated March 27, 2025 Certificate of Insurance Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work

required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, RFP #9600-91 including all attachments and exhibits, Addenda issued, CONTRACTOR's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.

- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 2.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 2.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

#### 3.0 SCOPE OF SERVICE

3.1 Contractor Minimum Work Performance Percentage

The **CONTRACTOR** shall perform, with its own organization, contract work amounting to no less than **fifty percent** (50%) of the original total contract price. However, any designated "**Specialty Items**" may be performed by subcontract. The amount of such "Specialty Items" performed by subcontract may be deducted from the original total contract price before calculating the percentage of work required to be performed by the CONTRACTOR with its own organization.

#### 3.2 Scope of Work

The **Scope of Work** includes, but is not limited to, the following services:

- 3.2.1 Development of customized strategic marketing plans.
- 3.2.2 Brand planning, development, and positioning, including overall brand campaigns.

Agreement with Waltz Creative, LLC for Marketing and Design Services per RFP #9600-91

- 3.2.3 Creative development of marketing collateral and support materials.
- **3.2.4** Graphic design and coordination of production services for marketing collateral and support materials.
- 3.2.5 Coordination of print services.
- 3.2.6 Advertising services, including creative, production, placement, and measurement.
- **3.2.7** Website design, maintenance, and optimization, including information architecture, content management, site design, metrics, and related expertise as needed.
- 3.2.8 Social media services.
- 3.2.9 Video and photography services.
- 3.2.10 Event planning and development of support materials.

#### 3.3 Contractor Accessibility Requirements

The **CONTRACTOR** represents and warrants that all **Services, Products, and Work Product** provided under this Agreement shall:

- (a) Be accessible to, and usable by, individuals with disabilities; and
- (b) At all times satisfy the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA
   Success Criteria, or the current applicable version as defined by Title II of the Americans
   with Disabilities Act (ADA) (hereinafter referred to as the "Accessibility Requirements").

This includes, but is not limited to:

- Electronic devices
- Web content
- Mobile applications
- Social media content
- Conventional electronic documents

#### 3.4 Project Management Services

The **CONTRACTOR** shall provide **project management services** as assigned.

#### 4.0 TERM OF AGREEMENT

- 4.1 The initial term shall commence on September 16, 2025 through and including September 15, 2028, with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 CONTRACTOR shall commence negotiations for any desired fee changes a minimum of sixty days (90) prior to the expiration of this AGREEMENT in order to be considered.

- 4.2.1 Both parties shall agree upon changes to fees in writing.
- 4.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

# **5.0 COMPENSATION AND PAYMENTS**

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as EXHIBIT-A PRICING.
- 5.2 CONTRACTOR billing rates attached to the Agreement shall remain firm for the initial term of this AGREEMENT. Any proposed rate adjustments shall adhere to Section 4.2 and 4.2.1 herein.
- 5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTTY in writing.
- 5.5 <u>Tax:</u>
  - 5.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 5.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- 5.6 COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

### 6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly Natividad Medical Center at the following address:

Natividad Medical Center

Agreement with Waltz Creative, LLC for Marketing and Design Services per RFP #9600-91

Attn: Accounts Payable PO Box 81611 Salinas, CA 93912

- 6.2 CONTACTOR shall reference RFP #9600-91 on all invoices submitted to Natividad Medical Center. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All Natividad Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

#### 7.0 INDEMNIFICATION

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

# 8.0 INSURANCE REQUIREMENTS

# 8.1 <u>Evidence of Coverage:</u>

8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany

- the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 8.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 8.1.3 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

### 8.2 Insurance Coverage Requirements:

- 8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
  - 8.2.1.1 <u>Commercial general liability insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 8.2.1.2 <u>Business automobile liability insurance</u>, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  - 8.2.1.4 <u>Professional liability insurance</u>, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions

Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

# 8.3 Other Insurance Requirements:

- 8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 8.3.3 <u>Commercial general liability and automobile liability policies shall provide an</u> endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of

- insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

#### 9.0 RECORDS AND CONFIDENTIALITY

- 9.1 <u>Confidentiality:</u> CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 9.2 <u>County of Monterey Records:</u> When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 9.3 <u>Maintenance of Records:</u> CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.
- 9.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.
- 9.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for

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COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

# 10.0 NON-DISCRIMINATION

- 10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination.
- 10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

# 11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 11.1 <u>Independent Contractor:</u> CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 11.2 <u>Minimum Work Performance Percentage:</u> CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 11.3 <u>Non-Assignment</u>: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

11.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

# 12.0 CONFLICT OF INTEREST

12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

# 13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to Natividad's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.
- 13.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

# 14.0 DRUG FREE WORKPLACE

14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's

policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

# 15.0 TIME OF ESSENCE

15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

### 16.0 PERFORMANCE ASSURANCE

- 16.1 <u>Assurance of Performance:</u> If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.
  - 16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### 17.0 TRAVEL REIMBURSEMENT

17.1 Travel reimbursements are not permitted for this AGREEMENT.

### 18.0 EMERGENCY SITUATIONS

- 18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.
- 18.2 COUNTY expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by COUNTY and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

# 19.0 NON-APPROPRIATIONS CLAUSE

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

### 20.0 NOTICES

- 20.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.
- 20.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC: Natividad Medical Center TO CONTRACTOR: Waltz Creative, LLC

Agreement with Waltz Creative, LLC for Marketing and Design Services per RFP #9600-91

Attn: CONTRACTS DIVISION 1441 Constitution Blvd Salinas, CA 93906 PHONE 831-755-4111 PO Box 1090 San Juan Bautista, CA 95045

### 21.0 LEGAL DISPUTES

- 21.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 21.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

#### 22.0 GENERAL PROVISIONS

- 22.1 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 22.2 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 22.3 <u>Exhibits</u>. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
- 22.4 <u>Severability</u>. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
- 22.5 <u>Statutes and Regulations</u>. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

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22.6 <u>Waiver</u>. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

Agreement with Waltz Creative, LLC for Marketing and Design Services per RFP #9600-91

# COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER

By:
By: Charles R. Harris, CEO Natividad
Date:
APPROVED AS TO LEGAL PROVISIONS
AFFROVED AS TO DEGALT ROVISIONS
By: Monterey County Deputy County Counsel
Monterey County Deputy County Counsel
Date:
APPROVED AS TO FISCAL PROVISIONS
AFFROVED AS TO FISCAL I ROVISIONS
By: Monterey County Deputy Auditor/Controller
Monterey County Deputy Auditor/Controller
Date:
Date

# CONTRACTOR

Waltz Creative, LLC
Contractor's Business Name*** (see instructions)
Beth Welde
Signature of Chair, President, or Vice-President
Beth Welch, Managing Partner
Name and Title
Date:8/29/2025   1:53 PM PDT
By:
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Name and Title
Date:

### \*\*\*Instructions:

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in and 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 - PRICING**

**Key Staff Persons**: List the hourly rates which your organization would bill NMC for, **inclusive** of all expenses, for the positions and services listed in the table below. List any additional positions and services your organization would propose as necessary to meet NMC's needs as described herein this RFP. It is crucial that all positions and services proposed to meet NMC's needs be listed below with billing rates.

PRICING (20)		14 P. C.		
Job Classification/Title	Bill Rate to NMC per Hour	Role Description		
Creative Director	\$135	Lead creative, oversee brand execution		
Account Manager	\$135	Date-to-day project management and primary		
		point of contact		
Graphic Designer	\$135	Creative execution for print and digital assets,		
		edits, finalization of assets		
Web Designer	\$135	Web and digital design. Includes dev and cod		
Account Coordinator	\$135	Administrative support, print and		
		media coordination		
Social Media Coordinator	\$135	Strategy and implementation of content and campaigns		
OTHER Marketing Strategist	\$135	Development of strategy, target audience,		
		implementation tactics and ROI/KPIs		
SERVICES	<b>Hourly Rate</b>	Description		
Graphic Design	\$135	Creation of print, advertising, campaigns and		
1 8		digital assets		
Web Design / Development	\$135	Creation and coding of web and digital assets		
Copywriting	\$135	Creation of content for print, digital, web and		
17 3		social projects		
Photography	Estimate p/project	Still images		
Videography	Estimate p/project	Art direction and filming		
Photo/Video Editing	\$135	Editing of digital photographs and video		
Web Editing/Updates	\$135	Website edits and updates within WordPress		
Animation	\$135	Motion graphics and animations		
Project Management	\$135	Manage day-to-day communication and coordination		
OTHER Source Files	\$135 (taxable)	Ownership transfer of assets to client		



# AGREEMENT BETWEEN COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER AND THE BUZZ PR LLC

This AGREEMENT is made and entered into by and between County of Monterey, on behalf of Natividad Medical Center, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and The Buzz PR LLC, hereinafter referred to as "CONTRACTOR."

# 1.0 RECITALS

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

WHEREAS, COUNTY has invited proposals through the Request for Proposals RFP# 9600-91 for to provide **MARKETING AND GRAPHIC DESIGN SERVICES**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

# 2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFP #9600-91 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-91. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix RFP #9600-91 plus all associated Addenda CONTRACTOR'S Proposal dated March 27, 2025 Certificate of Insurance Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work

required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, RFP #9600-91 including all attachments and exhibits, Addenda issued, CONTRACTOR's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.

- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 2.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 2.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

#### 3.0 SCOPE OF SERVICE

3.1 Contractor Minimum Work Performance Percentage

The **CONTRACTOR** shall perform, with its own organization, contract work amounting to no less than **fifty percent** (50%) of the original total contract price. However, any designated "**Specialty Items**" may be performed by subcontract. The amount of such "Specialty Items" performed by subcontract may be deducted from the original total contract price before calculating the percentage of work required to be performed by the CONTRACTOR with its own organization.

# 3.2 Scope of Work

The **Scope of Work** includes, but is not limited to, the following services:

- 3.2.1 Development of customized strategic marketing plans.
- 3.2.2 Brand planning, development, and positioning, including overall brand campaigns.

- 3.2.3 Creative development of marketing collateral and support materials.
- **3.2.4** Graphic design and coordination of production services for marketing collateral and support materials.
- **3.2.5** Coordination of print services.
- 3.2.6 Advertising services, including creative, production, placement, and measurement.
- **3.2.7** Website design, maintenance, and optimization, including information architecture, content management, site design, metrics, and related expertise as needed.
- 3.2.8 Social media services.
- **3.2.9** Video and photography services.
- **3.2.10** Event planning and development of support materials.

# 3.3 Contractor Accessibility Requirements

The **CONTRACTOR** represents and warrants that all **Services, Products, and Work Product** provided under this Agreement shall:

- (a) Be accessible to, and usable by, individuals with disabilities; and
- (b) At all times satisfy the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA
   Success Criteria, or the current applicable version as defined by Title II of the Americans
   with Disabilities Act (ADA) (hereinafter referred to as the "Accessibility Requirements").

This includes, but is not limited to:

- Electronic devices
- Web content
- Mobile applications
- Social media content
- Conventional electronic documents

#### 3.4 Project Management Services

The **CONTRACTOR** shall provide **project management services** as assigned.

#### 4.0 TERM OF AGREEMENT

- 4.1 The initial term shall commence on September 16, 2025 through and including September 15, 2028, with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 CONTRACTOR shall commence negotiations for any desired fee changes a minimum of sixty days (90) prior to the expiration of this AGREEMENT in order to be considered.

- 4.2.1 Both parties shall agree upon changes to fees in writing.
- 4.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

# **5.0 COMPENSATION AND PAYMENTS**

- 5.1 There is no specific dollar amount associated with the Agreement(s) awarded per RFP #9600-91. Services are on an as-needed basis and shall be authorized by NMC only upon mutual agreement of CONTRACTORS project proposal. Project proposals will be requested as needed and are subject to negotiations.
- 5.2 CONTRACTOR billing rates attached to the Agreement shall remain firm for the initial term of this AGREEMENT. Any proposed rate adjustments shall adhere to Section 4.2 and 4.2.1 herein.
- 5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTTY in writing.
- 5.5 Tax:
  - 5.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 5.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- 5.6 COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

#### 6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly Natividad Medical Center at the following address:

Natividad Medical Center Attn: Accounts Payable PO Box 81611 Salinas, CA 93912

- 6.2 CONTACTOR shall reference RFP #9600-91 on all invoices submitted to Natividad Medical Center. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All Natividad Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

### 7.0 INDEMNIFICATION

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

# 8.0 INSURANCE REQUIREMENTS

# 8.1 <u>Evidence of Coverage:</u>

8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

- 8.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 8.1.3 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

# 8.2 <u>Insurance Coverage Requirements:</u>

- 8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
  - 8.2.1.1 <u>Commercial general liability insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 8.2.1.2 <u>Business automobile liability insurance</u>, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  - 8.2.1.4 <u>Professional liability insurance</u>, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions

made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

# 8.3 Other Insurance Requirements:

- 8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 8.3.3 <u>Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.</u>
- 8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

# 9.0 RECORDS AND CONFIDENTIALITY

- 9.1 <u>Confidentiality:</u> CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 9.2 <u>County of Monterey Records:</u> When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 9.3 <u>Maintenance of Records:</u> CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.
- 9.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.
- 9.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices

Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

# 10.0 NON-DISCRIMINATION

- 10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination.
- 10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

# 11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 11.2 <u>Minimum Work Performance Percentage:</u> CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 11.3 <u>Non-Assignment</u>: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 11.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

### 12.0 CONFLICT OF INTEREST

12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

# 13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to Natividad's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.
- 13.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

#### 14.0 DRUG FREE WORKPLACE

14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited

to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

# 15.0 TIME OF ESSENCE

15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

# 16.0 PERFORMANCE ASSURANCE

- Assurance of Performance: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.
  - 16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### 17.0 TRAVEL REIMBURSEMENT

17.1 Travel reimbursements are not permitted for this AGREEMENT.

### 18.0 EMERGENCY SITUATIONS

- 18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.
- 18.2 COUNTY expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by COUNTY and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

# 19.0 NON-APPROPRIATIONS CLAUSE

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

### 20.0 NOTICES

- 20.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.
- 20.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC: TO CONTRACTOR:

Natividad Medical Center Attn: CONTRACTS DIVISION 1441 Constitution Blvd Salinas, CA 93906 PHONE 831-755-4111 The Buzz PR LLC 132 B Main St. #235 Salinas, CA 93901

# 21.0 LEGAL DISPUTES

- 21.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 21.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

#### 22.0 GENERAL PROVISIONS

- 22.1 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 22.2 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 22.3 <u>Exhibits</u>. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
- 22.4 <u>Severability</u>. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
- 22.5 <u>Statutes and Regulations</u>. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.
- 22.6 <u>Waiver</u>. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted

by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.					
The remainder of this page was intentionally left blank.					
~ Signature page to follow ~					

# COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER

Charles R. Harris, CEO Natividad

By:

Date:
Approved as to Legal Provisions
By: Monterey County Deputy County Counsel
Date:
APPROVED AS TO FISCAL PROVISIONS
By:Monterey County Deputy Auditor/Controller
Date:

# **CONTRACTOR**

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Contractor's Business Name\*\*\* (see instructions)

Marci Cain

Signature of Chair, President, or Vice-President

Marci Cain - Owner

Name and Title

Date: 8/29/2025

By: Lisa Clark

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

Lisa Clark- Director of Operations

Name and Title

Date: 8/29/2025

#### \*\*\*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).

# **EXHIBIT A - PRICING**

**Key Staff Persons**: List the hourly rates which your organization would bill NMC for, <u>inclusive</u> of all expenses, for the positions and services listed in the table below. List any additional positions and services your organization would propose as necessary to meet NMC's needs as described herein this RFP. It is crucial that all positions and services proposed to meet NMC's needs be listed below with billing rates.

# AGREEMENT BETWEEN COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER AND MAG ONE MEDIA, INC.

This AGREEMENT is made and entered into by and between County of Monterey, on behalf of Natividad Medical Center, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Mag One Media, Inc., hereinafter referred to as "CONTRACTOR."

# 1.0 RECITALS

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

WHEREAS, COUNTY has invited proposals through the Request for Proposals RFP# 9600-91 for to provide **MARKETING AND GRAPHIC DESIGN SERVICES**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

# 2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFP #9600-91 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-91. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix RFP #9600-91 plus all associated Addenda CONTRACTOR'S Proposal dated March 27, 2025 Certificate of Insurance Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work

required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, RFP #9600-91 including all attachments and exhibits, Addenda issued, CONTRACTOR's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.

- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 2.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 2.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

#### 3.0 SCOPE OF SERVICE

3.1 Contractor Minimum Work Performance Percentage

The **CONTRACTOR** shall perform, with its own organization, contract work amounting to no less than **fifty percent** (50%) of the original total contract price. However, any designated "**Specialty Items**" may be performed by subcontract. The amount of such "Specialty Items" performed by subcontract may be deducted from the original total contract price before calculating the percentage of work required to be performed by the CONTRACTOR with its own organization.

# 3.2 Scope of Work

The **Scope of Work** includes, but is not limited to, the following services:

- 3.2.1 Development of customized strategic marketing plans.
- 3.2.2 Brand planning, development, and positioning, including overall brand campaigns.

- 3.2.3 Creative development of marketing collateral and support materials.
- **3.2.4** Graphic design and coordination of production services for marketing collateral and support materials.
- **3.2.5** Coordination of print services.
- 3.2.6 Advertising services, including creative, production, placement, and measurement.
- **3.2.7** Website design, maintenance, and optimization, including information architecture, content management, site design, metrics, and related expertise as needed.
- 3.2.8 Social media services.
- **3.2.9** Video and photography services.
- 3.2.10 Event planning and development of support materials.

# 3.3 Contractor Accessibility Requirements

The **CONTRACTOR** represents and warrants that all **Services, Products, and Work Product** provided under this Agreement shall:

- (a) Be accessible to, and usable by, individuals with disabilities; and
- (b) At all times satisfy the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA
   Success Criteria, or the current applicable version as defined by Title II of the Americans
   with Disabilities Act (ADA) (hereinafter referred to as the "Accessibility Requirements").

This includes, but is not limited to:

- Electronic devices
- Web content
- Mobile applications
- Social media content
- Conventional electronic documents

#### 3.4 Project Management Services

The **CONTRACTOR** shall provide **project management services** as assigned.

#### 4.0 TERM OF AGREEMENT

- 4.1 The initial term shall commence on September 16, 2025 through and including September 15, 2028, with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 CONTRACTOR shall commence negotiations for any desired fee changes a minimum of sixty days (90) prior to the expiration of this AGREEMENT in order to be considered.

- 4.2.1 Both parties shall agree upon changes to fees in writing.
- 4.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

# 5.0 COMPENSATION AND PAYMENTS

- 5.1 There is no specific dollar amount associated with the Agreement(s) awarded per RFP #9600-91. Services are on an as-needed basis and shall be authorized by NMC only upon mutual agreement of CONTRACTORS project proposal. Project proposals will be requested as needed and are subject to negotiations.
- 5.2 CONTRACTOR billing rates attached to the Agreement shall remain firm for the initial term of this AGREEMENT. Any proposed rate adjustments shall adhere to Section 4.2 and 4.2.1 herein.
- 5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTTY in writing.
- 5.5 Tax:
  - 5.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 5.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- 5.6 COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

# 6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly Natividad Medical Center at the following address:

Natividad Medical Center Attn: Accounts Payable PO Box 81611 Salinas, CA 93912

- 6.2 CONTACTOR shall reference RFP #9600-91 on all invoices submitted to Natividad Medical Center. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All Natividad Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

#### 7.0 INDEMNIFICATION

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 8.0 INSURANCE REQUIREMENTS

#### 8.1 Evidence of Coverage:

8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

- 8.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 8.1.3 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

#### 8.2 <u>Insurance Coverage Requirements:</u>

- 8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
  - 8.2.1.1 <u>Commercial general liability insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 8.2.1.2 <u>Business automobile liability insurance</u>, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  - 8.2.1.4 <u>Professional liability insurance</u>, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions

made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

#### 8.3 Other Insurance Requirements:

- 8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 8.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

#### 9.0 RECORDS AND CONFIDENTIALITY

- 9.1 <u>Confidentiality:</u> CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 9.2 <u>County of Monterey Records:</u> When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 9.3 <u>Maintenance of Records:</u> CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.
- 9.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.
- 9.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices

Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

#### 10.0 NON-DISCRIMINATION

- 10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination.
- 10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

#### 11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 11.2 <u>Minimum Work Performance Percentage:</u> CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 11.3 <u>Non-Assignment</u>: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 11.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

#### 12.0 CONFLICT OF INTEREST

12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

#### 13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to Natividad's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.
- 13.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

#### 14.0 DRUG FREE WORKPLACE

14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited

to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

#### 15.0 TIME OF ESSENCE

15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

#### 16.0 PERFORMANCE ASSURANCE

- Assurance of Performance: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.
  - 16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### 17.0 TRAVEL REIMBURSEMENT

17.1 Travel reimbursements are not permitted for this AGREEMENT.

#### 18.0 EMERGENCY SITUATIONS

- 18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.
- 18.2 COUNTY expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by COUNTY and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

#### 19.0 NON-APPROPRIATIONS CLAUSE

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

#### 20.0 NOTICES

- 20.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.
- 20.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC: Natividad Medical Center TO CONTRACTOR: Mag One Media, Inc.

Attn: CONTRACTS DIVISION 1441 Constitution Blvd Salinas, CA 93906 PHONE 831-755-4111 369 Main St. Suite 201 Salinas, CA 93901

#### 21.0 LEGAL DISPUTES

- 21.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 21.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

#### 22.0 GENERAL PROVISIONS

- 22.1 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 22.2 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 22.3 Exhibits. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
- 22.4 <u>Severability</u>. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
- 22.5 <u>Statutes and Regulations</u>. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

22.6 <u>Waiver</u>. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

# COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER

Bv:

Charles R. Harris, CEO Natividad
Date:
Approved as to Legal Provisions
By: Monterey County Deputy County Counsel
Date:
APPROVED AS TO FISCAL PROVISIONS
By:Monterey County Deputy Auditor/Controller
Date:

#### **CONTRACTOR**

Mag One Media, Inc.

Contractor's Pusiless Name*** (see instructions)
(/40
Signature of Chair, President, or Vice-President
Emilio Alex Garcia, CEO
Name and Title
Date: 08/29/25
By:
(Signature of Secretary, Asst. Secretary, CFO, Treasure
or Asst. Treasurer)
1774
Name and Title
Data
Date:

#### \*\*\* Instructions:

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).



# PRICING & WARRANTY

Job Classification/ Title	Bill Rate to NMC per Hour	Role Description
Creative Director	\$150	Client and account management, creative team management, design and production work
Account Executive	\$150	Primary contact, project management, administrative,
Social Media Manager	\$150	Manages content, engages followers, and tracks performance to boost brand awareness on social media.
Art Director / Senior Graphics Designer	\$150	Graphic design, art direction, communications, copywriting
Web Developer	\$150	Website developing, design, coding, editing
Marketing Manager	\$150	Marketing, research, strategic planning, ad buys and scheduling
Services	Hourly Rate	Description
Video Production	\$250	Filming, editing, video production crew services
Photography Services	\$150	Photography
Additional Video Production and Equipment Services	See Appendix Page 45	Daily and hourly rates for production teams and equipment
Photo/Video Editing	\$125	Editing
Social Media Services	\$125	Social media post creation
Graphic Design Services	\$125	Graphic design and production
Web Design/Management	\$125	Design, changes and updates

# **VIDEO PRODUCTION SERVICE RATES**

Service	Price
Standard Video Services	\$250 per hour
Standard Video Editing Services	\$125 per hour

<sup>\*</sup>Pre-Production Services covers costs relating to developing ideas or managing logistics: \$75 an hour

# **VIDEO PRODUCTION PACKAGE RATES**

Service	Price
<ul> <li>Basic On-Location Production Package</li> <li>Our simplest package, one crew and one camera. With basic sound and lighting. We recommend this package for a standard "documentary style" produced video (interviews or a voice over intercut with b-roll footage).</li> </ul>	\$250 per hour (2 hour minimum charge)
<ul> <li>Standard Production Day Rates</li> <li>Every shoot varies based on scope of project. This package usually includes a two-man crew, two cameras, sound equipment (microphones, booms, and multi-channel mixer) for more than one subject.</li> <li>Package also includes a full light setup (typically more than a standard "three-point" lighting setup).</li> </ul>	\$1,500 / half day \$2,500 / full day

# **LIVE EVENT STREAM PACKAGES**

Service	Price
Basic Live Event Stream Package With as few as three crew members, our package includes two cameras, a video switcher, and additional equipment necessary for live streaming your event to a single platform. This comprehensive service covers a 10-hour workday, encompassing setup and breakdown procedures.  Technical Director - \$1200 Camera Operator - \$800 Camera Kit Fee - \$350  *Does not include additional sound or lighting, or other pre-production work.	\$5,000+
The Works LiveStream Technical Director - \$1200 Camera Operator - \$800 Studio Camera Kit Fee 1 PTZ Overview Camera Sound Tech Sound suitable for panel discussions accommodating up to 8 guests Stage Hand assistant Graphics Operator	Estimated Range \$10,000+
Mag One Media Studio Event or Podcast (Two-Hour Session and Edit) Ideal for hosting multiple subjects in a day in a standard podcast studio setting, with capabilities to stream remote guests or deliver presentation. Vlog / Video podcast table talk style discussion. Videos presentation ranging from 10 to 30 minutes in length.  Technical Director 3 cameras up to 4 Zoom callers Live-streamed to your platform of choice.	\$1000
Spanish Translation Dubbing Services We specialize in providing professional Spanish translation dubbing services for podcasts, ensuring broader audience reach and engagement across linguistic barriers.	\$100-\$150/min

Pricing starts at \$150 per minute for durations under 3 minutes, decreasing to

\$100 per minute for durations exceeding 3 minutes.

<sup>\*</sup>Podcasts will be quoted accordingly on scope of work. Price is subject to change and is a ballpark estimate per session. Creative graphics for each show is not included in price.

## **INDIVIDUAL RATES**

Service	Price
Video Camera Rental (must include op)	Rates Below
Camera operator day rate	\$800/day
Sound Engineer	\$800/day
Lighting	A la cart *Rates Below

# **DRONE SERVICES**

Service	Price
Drone Videography Min. 3 hours service (flight time may only be 30 minutes). This service includes scout time, flight approval, license operator insurance.	\$250 per hour (3+ hours minum)

# **POST-PRODUCTION SERVICES**

Post-Production timelines cover up to two rounds of feedback notes. Additional work beyond the second round of feedback may incur additional costs depending on the amount of work involved.

Service	Price
Video Editing	\$125/hour or \$4,000/week
Motion Graphics	\$150/hour
Voice Over (30 seconds)	\$120

<sup>\*</sup>We offer a slight price reduction for clients booking the entire week for substantial projects.

## PHOTOGRAPHY SERVICES

Service	Price
Photography - On Location	\$150/hour (3 hour minimum)
Photography - Mag One Studio	\$150/hour (no minimum)
Photo Editing	\$125/hour

#### **Equipment A la Cart**

## Lighting

Aputure 120D \$50/day - \$150 week

Aputure 300D \$75/day - \$225 week

Aputure Nova-300 \$150/day - \$450 week

Artfox RGB 12 Par Uplights (box of 8)=\$400/day - \$1000 week

## Camera (must include camera op)

Sony FS7mkii \$350/day - \$1,050 week Sony FX6 \$425/day - \$1,275 week

Sony FX9 \$475/day - \$1,425 week

RED Komoto-x \$600/day - \$1,800 week (see below)

- -Irix Cinema Lens Kit (5 Lenses) \$250/per day
  - -15mm T2.6
  - -21mm T1.5
  - -45mm T1.5
- -150mm T3.0 (macro 1:1 lense)

Service	Price
<ul> <li>AV Event Sound</li> <li>Includes an engineer for 8 hours, 2 QSC 10" speakers with stands, a wireless microphone and mixer</li> </ul>	\$1,900+
LED wall screen (3rd party vendor rental)  • A large LED screen that's daylight visible.	\$4,500/day

# AGREEMENT BETWEEN COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER AND WALTZ CREATIVE, LLC

This AGREEMENT is made and entered into by and between County of Monterey, on behalf of Natividad Medical Center, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Waltz Creative, LLC, hereinafter referred to as "CONTRACTOR."

#### 1.0 RECITALS

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

WHEREAS, COUNTY has invited proposals through the Request for Proposals RFP# 9600-91 for to provide **MARKETING AND GRAPHIC DESIGN SERVICES**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

#### 2.0 PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFP #9600-91 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-91. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix RFP #9600-91 plus all associated Addenda CONTRACTOR'S Proposal dated March 27, 2025 Certificate of Insurance Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work

required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, RFP #9600-91 including all attachments and exhibits, Addenda issued, CONTRACTOR's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.

- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 2.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 2.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

#### 3.0 SCOPE OF SERVICE

3.1 Contractor Minimum Work Performance Percentage

The **CONTRACTOR** shall perform, with its own organization, contract work amounting to no less than **fifty percent** (50%) of the original total contract price. However, any designated "**Specialty Items**" may be performed by subcontract. The amount of such "Specialty Items" performed by subcontract may be deducted from the original total contract price before calculating the percentage of work required to be performed by the CONTRACTOR with its own organization.

#### 3.2 Scope of Work

The **Scope of Work** includes, but is not limited to, the following services:

- 3.2.1 Development of customized strategic marketing plans.
- 3.2.2 Brand planning, development, and positioning, including overall brand campaigns.

Agreement with Waltz Creative, LLC for Marketing and Design Services per RFP #9600-91

- 3.2.3 Creative development of marketing collateral and support materials.
- **3.2.4** Graphic design and coordination of production services for marketing collateral and support materials.
- 3.2.5 Coordination of print services.
- 3.2.6 Advertising services, including creative, production, placement, and measurement.
- **3.2.7** Website design, maintenance, and optimization, including information architecture, content management, site design, metrics, and related expertise as needed.
- 3.2.8 Social media services.
- 3.2.9 Video and photography services.
- 3.2.10 Event planning and development of support materials.

#### 3.3 Contractor Accessibility Requirements

The **CONTRACTOR** represents and warrants that all **Services, Products, and Work Product** provided under this Agreement shall:

- (a) Be accessible to, and usable by, individuals with disabilities; and
- (b) At all times satisfy the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA
   Success Criteria, or the current applicable version as defined by Title II of the Americans
   with Disabilities Act (ADA) (hereinafter referred to as the "Accessibility Requirements").

This includes, but is not limited to:

- Electronic devices
- Web content
- Mobile applications
- Social media content
- Conventional electronic documents

#### 3.4 Project Management Services

The **CONTRACTOR** shall provide **project management services** as assigned.

#### 4.0 TERM OF AGREEMENT

- 4.1 The initial term shall commence on September 16, 2025 through and including September 15, 2028, with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 CONTRACTOR shall commence negotiations for any desired fee changes a minimum of sixty days (90) prior to the expiration of this AGREEMENT in order to be considered.

- 4.2.1 Both parties shall agree upon changes to fees in writing.
- 4.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

#### **5.0 COMPENSATION AND PAYMENTS**

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as EXHIBIT-A PRICING.
- 5.2 CONTRACTOR billing rates attached to the Agreement shall remain firm for the initial term of this AGREEMENT. Any proposed rate adjustments shall adhere to Section 4.2 and 4.2.1 herein.
- 5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTTY in writing.
- 5.5 <u>Tax:</u>
  - 5.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 5.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- 5.6 COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

#### 6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly Natividad Medical Center at the following address:

Natividad Medical Center

Agreement with Waltz Creative, LLC for Marketing and Design Services per RFP #9600-91

Attn: Accounts Payable PO Box 81611 Salinas, CA 93912

- 6.2 CONTACTOR shall reference RFP #9600-91 on all invoices submitted to Natividad Medical Center. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All Natividad Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

#### 7.0 INDEMNIFICATION

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

# 8.0 INSURANCE REQUIREMENTS

#### 8.1 <u>Evidence of Coverage:</u>

8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany

- the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 8.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 8.1.3 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

#### 8.2 Insurance Coverage Requirements:

- 8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
  - 8.2.1.1 <u>Commercial general liability insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 8.2.1.2 <u>Business automobile liability insurance</u>, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  - 8.2.1.4 <u>Professional liability insurance</u>, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions

Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

#### 8.3 <u>Other Insurance Requirements:</u>

- 8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 8.3.3 <u>Commercial general liability and automobile liability policies shall provide an</u> endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of

- insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

#### 9.0 RECORDS AND CONFIDENTIALITY

- 9.1 <u>Confidentiality:</u> CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 9.2 <u>County of Monterey Records:</u> When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 9.3 <u>Maintenance of Records:</u> CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.
- 9.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.
- 9.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for

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COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

#### 10.0 NON-DISCRIMINATION

- 10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination.
- 10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

### 11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 11.1 <u>Independent Contractor:</u> CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 11.2 <u>Minimum Work Performance Percentage:</u> CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 11.3 <u>Non-Assignment</u>: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

11.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

#### 12.0 CONFLICT OF INTEREST

12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

#### 13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to Natividad's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.
- 13.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

#### 14.0 DRUG FREE WORKPLACE

14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's

policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

#### 15.0 TIME OF ESSENCE

15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

#### 16.0 PERFORMANCE ASSURANCE

- 16.1 <u>Assurance of Performance:</u> If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.
  - 16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### 17.0 TRAVEL REIMBURSEMENT

17.1 Travel reimbursements are not permitted for this AGREEMENT.

#### 18.0 EMERGENCY SITUATIONS

- 18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.
- 18.2 COUNTY expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by COUNTY and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

#### 19.0 NON-APPROPRIATIONS CLAUSE

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

#### 20.0 NOTICES

- 20.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.
- 20.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC: Natividad Medical Center TO CONTRACTOR: Waltz Creative, LLC

Agreement with Waltz Creative, LLC for Marketing and Design Services per RFP #9600-91

Attn: CONTRACTS DIVISION 1441 Constitution Blvd Salinas, CA 93906 PHONE 831-755-4111 PO Box 1090 San Juan Bautista, CA 95045

#### 21.0 LEGAL DISPUTES

- 21.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 21.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

#### 22.0 GENERAL PROVISIONS

- 22.1 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 22.2 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 22.3 Exhibits. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
- 22.4 <u>Severability</u>. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
- 22.5 <u>Statutes and Regulations</u>. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

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22.6 <u>Waiver</u>. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

Agreement with Waltz Creative, LLC for Marketing and Design Services per RFP #9600-91

# COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER

By:
By: Charles R. Harris, CEO Natividad
Date:
APPROVED AS TO LEGAL PROVISIONS
AFFROVED AS TO DEGALT ROVISIONS
By: Monterey County Deputy County Counsel
Monterey County Deputy County Counsel
Date:
APPROVED AS TO FISCAL PROVISIONS
AFFROVED AS TO FISCAL I ROVISIONS
By: Monterey County Deputy Auditor/Controller
Monterey County Deputy Auditor/Controller
Date:
Date

#### CONTRACTOR

Waltz Creative, LLC
Contractor's Business Name*** (see instructions)
Beth Welde
Signature of Chair, President, or Vice-President
Beth Welch, Managing Partner
Name and Title
Date:8/29/2025   1:53 PM PDT
By:
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Name and Title
Date:

#### \*\*\*Instructions:

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in and 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 - PRICING**

**Key Staff Persons**: List the hourly rates which your organization would bill NMC for, **inclusive** of all expenses, for the positions and services listed in the table below. List any additional positions and services your organization would propose as necessary to meet NMC's needs as described herein this RFP. It is crucial that all positions and services proposed to meet NMC's needs be listed below with billing rates.

PRICING (20)		14 P. C.			
Job Classification/Title	Bill Rate to NMC per Hour	Role Description			
Creative Director	\$135	Lead creative, oversee brand execution			
Account Manager	\$135	Date-to-day project management and primary			
		point of contact			
Graphic Designer	\$135	Creative execution for print and digital assets,			
		edits, finalization of assets			
Web Designer	\$135	Web and digital design. Includes dev and codin			
Account Coordinator	\$135	Administrative support, print and			
		media coordination			
Social Media Coordinator	\$135	Strategy and implementation of content and campaigns			
OTHER Marketing Strategist	\$135	Development of strategy, target audience,			
		implementation tactics and ROI/KPIs			
SERVICES	<b>Hourly Rate</b>	Description			
Graphic Design	\$135	Creation of print, advertising, campaigns and			
1 8		digital assets			
Web Design / Development	\$135	Creation and coding of web and digital assets			
Copywriting	\$135	Creation of content for print, digital, web and			
17 3		social projects			
Photography	Estimate p/project	Still images			
Videography	Estimate p/project	Art direction and filming			
Photo/Video Editing	\$135	Editing of digital photographs and video			
Web Editing/Updates	\$135	Website edits and updates within WordPress			
Animation	\$135	Motion graphics and animations			
Project Management	\$135	Manage day-to-day communication and coordination			
OTHER Source Files	\$135 (taxable)	Ownership transfer of assets to client			



#### ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

FORWARD ADVANTAGE, INC. ("Assignor")

and

FORWARD ADVANTAGE HOLDINGS, INC. d/b/a FORWARD ADVANTAGE ("Assignee")

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of April 25, 2023 (the "Assignment Effective Date"), by and between FORWARD ADVANTAGE, INC. ("Assignor"), and FORWARD ADVANTAGE HOLDINGS, INC. d/b/a FORWARD ADVANTAGE ("Assignee").

#### **RECITALS**

- A. COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("NMC"), and Assignor entered into a Services Agreement for Imprivata product (a single, sign-on solution) used by NMC Physicians and Clinical staff, plus licenses, maintenance & support which was effective on March 23, 2016 (the "Agreement").
- B. Assignor now wishes to assign to Assignee all of its right, title, and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Assignment:</u> Effective as of April 25, 2023 ("Assignment Effective Date"), Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
- 2. <u>Assumption</u>: Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.
- 3. <u>Successors and Assigns</u>: This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- 4. <u>Third Party Beneficiaries</u>: Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit, or obligation under this Assignment as a third-party beneficiary or otherwise.

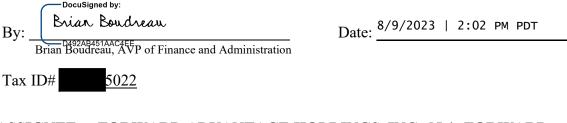
5. The Assignor, the Assignee, and the County agree that any payments made in good faith by or on behalf of the County to either the Assignor or the Assignee, after the Assignment Effective Date but prior to the execution of this Assignment and Assumption Agreement, shall be deemed to have been made to the party entitled to receive such payment pursuant to the Agreement and to this Assignment and Assumption Agreement, and the County shall have no further obligation to either Assignor or Assignee with respect to such payments previously made, notwithstanding other provisions of this Assignment and Assumption Agreement. The Assignor remains entitled to payment for services rendered prior to the Assignment Effective Date, to the extent such payment has not been made by or on behalf of the County on or before the date of the execution of this Assignment and Assumption Agreement, and the County shall remit any such payment to the Assignor to the extent owed, subject to the terms of the Agreement. This Assignment and Assumption Agreement shall not diminish the obligations of the Assignor with respect to performance owed prior to the Assignment Effective Date, nor adversely affect any claims the County may have or assert, now or in the future, with respect to such performance obligations of the Assignor.

#### 6. Miscellaneous:

- (i) <u>Headings</u>. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.
- (ii) <u>Benefit.</u> This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.
- (iii) <u>Counterparts</u>. This Assignment may be executed in multiple originals and by counterpart.
- (iv) <u>Governing Law</u>. This Assignment shall be construed under the laws of the State of California.
- (v) <u>Amendments</u>. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.
- (vi) <u>Further Assignments</u>. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

## ASSIGNOR: FORWARD ADVANTAGE, INC.



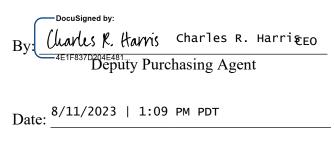
# ASSIGNEE: FORWARD ADVANTAGE HOLDINGS, INC. d/b/a FORWARD ADVANTAGE



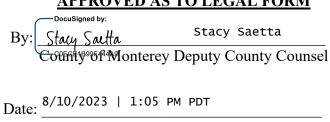
#### ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER hereby consents to the foregoing assignment and assumption.

#### **NATIVIDAD MEDICAL CENTER**



## **APPROVED AS TO LEGAL FORM**



# RENEWAL AND AMENDMENT NO. 7 TO SERVICES AGREEMENT BETWEEN FORWARD ADVANTAGE HOLDINGS INC DBA FORWARD ADVANTAGE AND COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE

This Renewal and Amendment No. 7 to the Services Agreement ("Agreement") which was effective on March 23, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC") and Forward Advantage Holdings Inc dba Forward Advantage ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

#### **RECITALS**

**WHEREAS**, the Agreement with Forward Advantage, Inc. was executed to provide Imprivata OneSign single sign-on solution software services with a term March 23, 2016 through March 22, 2018 and a total Agreement amount not to exceed \$267,967; and

WHEREAS, the Parties amended the Agreement on March 16, 2018 via Amendment No. 1 to extend the term for an additional three (3) year period through March 22, 2021 for a revised full Agreement term (March 23, 2016 through March 22, 2021) to allow for services to continue with revisions to the Statement of Work 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 Statement of Work attached hereto as "Exhibit A-2 per Amendment No. 2" and to add an additional \$7,000 for a revised total Agreement amount not to exceed \$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 via Renewal and Amendment No. 3, 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 (March 23, 2016 through March 22, 2022) to allow for services to continue with additions to the original Statement of Work attached hereto as "Exhibit A-3 as per Renewal and Amendment No. 3" and to add an additional \$37,200 for a revised total Agreement amount not to exceed \$423,767; and

WHEREAS, the Parties amended the Agreement on March 2, 2022 via Amendment No. 4 to extend the term for an additional three (3) year period through March 22, 2025 for a revised full Agreement term (March 23, 2016 through March 22, 2025) for the Imprivata OneSign single sign-on solution and to add Imprivata Identity Governance software services to the Statement of Work, all of which are attached hereto as "Exhibit A-4 per Amendment No. 4" and to add an additional \$297,617 for a revised total Agreement amount not to exceed \$721,384; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 to allow for services to continue with revisions to the Statement of Work attached hereto as "Exhibit A-5 per Amendment No. 5" with a \$43,305 increase for a revised total Agreement amount not to exceed \$764,689 with no changes to the term of Agreement (March 23, 2016 through March 22, 2025); and

**WHEREAS**, Forward Advantage, Inc. ("Assignor") assigned all of its right, title, and interest in and to, and all of its obligations under, the Agreement via an Assignment and Assumption to Forward Advantage Holdings d/b/a Forward Advantage ("Assignee"), and Assignee desires to accept such assignment and to assume such obligations effective as of April 25, 2023; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to allow for services to continue with revisions to the Statement of Work attached hereto as "Exhibit A-6: Revised Statement of Work/Payment Provisions as per Amendment No. 6" with a \$43,947 increase for a revised total Agreement amount not to exceed \$808,636 with no changes to the term of Agreement (March 23, 2016 through March 22, 2025).

WHEREAS, the Agreement expired on March 22, 2025; and

WHEREAS, the Parties currently wish to renew and amend the Agreement via Renewal and Amendment No. 7 retroactive to March 23, 2025 to extend the term for an additional two (2) year period through March 22, 2027 for a revised term of Agreement (March 23, 2016 through March 22, 2027) to allow for continued need of CONTRACTOR's services with revisions to the scope of work attached hereto as "Exhibit A-7: Revised Statement of Work/Payment Provisions as per Renewal and Amendment No. 7" with a \$105,097 increase and to include a ten (10) percent overage allowance (\$10,509) for a revised total Agreement amount of \$924,242.

#### **AGREEMENT**

**NOW, THEREFORE**, the Parties agree as follows:

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

- 1. Paragraph 2 titled, "PAYMENTS BY COUNTY" shall be amended to the following: "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-7 as per Renewal and Amendment No. 7 attached hereto this Renewal and Amendment No. 7. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$924,242."
- 2. <u>Paragraph 4 titled</u>, "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: State 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 A-5: Additional Statement of Work/ Payment Provisions as per Amendment No. 5

Exhibit A-6: Revised Statement of Work/ Payment Provisions as per Amendment No. 6

Exhibit A-7: Revised Statement of Work/Payment Provisions as per Renewal and Amendment No. 7

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

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and 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, Renewal and Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.
- 4. A copy of this Renewal and Amendment No. 7 shall be attached to the Agreement.
- 5. This Renewal and Amendment No. 7 shall be effective retroactively on March 23, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

# COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER

By: \_\_\_\_\_ Charles R. Harris, CEO

Date: \_\_\_\_\_

#### APPROVED AS TO LEGAL PROVISIONS

By: Stay Satta
Monteley County County Counsel

Date: 7/20/2025 | 3:02 PM PDT

#### APPROVED AS TO FISCAL PROVISIONS

By: Patricia Ruiy
MonteFeyr € 557/15 Peputy Auditor/Controller

Date: 7/22/2025 | 7:33 AM PDT

#### **CONTRACTOR**

Forward Advantage, Inc.

#### **CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: Mike knell (Signatuh 2016 F. What, President, or Vice-President)

Mike Knebel, CEO

Name and Title

Date: 6/25/2025 | 3:45 PM PDT

By: Mary Muy
(Signal Preson Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Marty Menz, Controller

Name and Title

Date: 6/25/2025 | 3:39 PM PDT

\*\*\*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).



# Quotation

Forward Advantage 7269 N. First Street Suite 102 Fresno CA 93720 Quotation # : 111 Date : 5/9/2025

Bill To Natividad Medical Center PO Box 81611 Salinas CA 93912 United States Ship To Natividad Medical Center 1441 Constitution Blvd Salinas CA 93906 United States

Quantity	Item	Start Date	End Date	Rate	Amount
1	SUPG30-RNW OneSign Premium Support Maintenance 2500 SSO/AM, 2500 SSPW, 2500 VDA users	5/31/2025	6/30/2027	\$105,097.00	\$105,097.00
				Subtotal	\$105,097.00
				Tax Total (0%)	\$0.00
				Total	\$105,097.00