

**RENEWAL AND AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Forward Advantage AND  
THE NATIVIDAD MEDICAL CENTER  
FOR**

**Software Support/Maintenance and Upgrades to the NMC Faxing Solution**

This Renewal and Amendment No. 4 to Professional Services Agreement ("Agreement"), dated July 1, 2007, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Forward Advantage (Contractor), with respect to the following:

**RECITALS**

**WHEREAS** the County and Contractor amended the Agreement previously on June 30, 2009 via Amendment No. 1, on July 1, 2009 via Amendment No. 2, and on March 1, 2010 via Amendment No.3; and

**WHEREAS** the County and Contractor wish to renew and amend the Agreement to extend the term end date to allow for existing services to continue and to add additional services requested by County; and

**WHEREAS** the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$5,675 because of the term extension and the increase in the amount payable for services rendered.

**AGREEMENT**

**NOW THEREFORE**, the parties agree to amend the Agreement as follows:

1. Exhibit A to the Agreement is replaced with Amendment-4 to Exhibit A, attached to this Amendment. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-4 to Exhibit A.
2. Section 2; "PAYMENTS BY NMC" shall be amended by removing, "The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$8,000." and replacing it with "The total amount payable by County to CONTRACTOR under Agreement No. (BPO522) shall not exceed the total sum of \$85,675 for the full term of the Agreement".
3. Section 3; "TERM OF AGREEMENT" shall be amended by removing, "The term of this Agreement is from July 1, 2007 to June 30, 2009 unless sooner terminated pursuant to this Agreement" and replacing it with "The term of this Agreement is from July 1, 2007 to June 30, 2015 unless sooner terminated pursuant to this Agreement."
4. Section 8; "INDEMNIFICATION" shall be amended by removing the entire paragraph and replacing it with "Except for defense and indemnification obligations, as set forth within this Agreement, neither the County nor CONTRACTOR shall be liable to the other for any damages exceeding the aggregate insurance coverage limits set forth under this Agreement, including but not limited to, any and all legal and regulatory actions, alleged damages, claims, liabilities, costs, expenses or financial loss, in any way arising from or relating to the performance of this Agreement. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise."
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, and 3 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Renewal and Amendment No. 4 and all previous amendments shall be attached to the original Agreement (No.BPO522).
7. The effective date of this Amendment is July 1, 2011.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]  
Sid Cato, Management Analyst/Contracts

Date: 7-7-13

By: [Signature]  
Harry Weis, Chief Executive Officer

Date: 6/25/13

Approved as to Legal Provisions

By: [Signature]  
Anne Brauer  
Deputy County Counsel

Date: June 20, 2013

Approved as to Fiscal Provisions

By: [Signature]  
Gary Giboney  
Auditor/Controller's Office

Date: 7-1-13

CONTRACTOR

FORWARD ADVANTAGE, INC.  
Contractor's Business Name\*\*\*

[Signature]  
Signature of Chair, President, or Vice-President

Mike Knebel Vice President, Sales  
Name and Title

Date: 6-17-2013

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

Brian Boudreau, Asst. Treasurer  
Name and Title

Date: 6-24-13

\*\*\*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.

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.

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.

## Communication Director Software Maintenance and Technical Support Services Agreement

*United States and Canada Only*

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Upon receipt by Forward Advantage, Inc. (FAI) of the signed Communication Director Software Maintenance and Technical Support Services Agreement ("Agreement"), and payment for the appropriate dollar amount, Client agrees to the following terms and conditions of the Agreement, and Client shall be entitled to software maintenance and technical support for Communication Director software ("Software") as set forth below:

### 1. Client Obligations:

- a. To receive software maintenance and technical support services, the Client must provide remote control access to the Communication Director server. This includes web/client VPN or equivalent access to the Client network, and RDP or equivalent access to the Communication Director server. VPN and remote control access must be enabled when requested by an FAI representative in order to provide timely implementation and support services.
- b. It is the responsibility of the Client to ensure the security of their network.

### 2. Software Maintenance:

- a. Software Upgrade Program: On occasion, FAI may release upgrade revisions to the Software. The Software Upgrade Program allows participants to receive upgrade Software at no cost. To participate in the Software Upgrade Program, the Client must maintain in force a current Agreement. This Agreement must be maintained on a continual basis, commencing no later than the initial Anniversary Date, with subsequent renewal at each Anniversary Date thereafter.
  - i. The upgrade Software includes only Software that the Client has previously purchased.
  - ii. Upgrade Services Discount: Services to install the upgrade Software will be provided at a 25% discount off the published retail price. Configuration of any new features included with the upgrade Software, if desired, will also be provided at a 25% discount off the published retail price.
- b. Newly Released Software: On occasion, FAI may release new software or new releases of software that the Client has not previously purchased. By maintaining an Agreement in force, a 10% discount will be provided on software license fees for new software or newly purchased software when purchased direct from FAI.

### 3. Technical Support Services:

- a. Technical support is provided for Communication Director software installations, configuration and modifications performed by FAI implementation and support representatives, including:
  - i. Answering questions and problem solving for issues arising after system implementation and configuration.
  - ii. Providing software problem fixes when software is not operating according to documented functions or features. These fixes will be made available for the most current Software release and two (2) prior releases only.
  - iii. Modifying system configurations if not operating per previous configuration specifications.
- b. Client requests technical support by calling FAI. When calling, the Client must explain the issue in sufficient detail to enable the FAI representative to fully understand, reproduce and diagnose the problem or difficulty, including system environment information, problem documentation, copies of "Printbacks", and any other relevant information. FAI must be able to dial in to Communication Director server as defined in Item 2)a) above.
- c. Support calls to FAI are actioned immediately, and a response should be expected within 2 hours, or as soon as reasonably possible.

**4. Warranties and Limitations:**

- a. FAI warrants that it will use reasonable effort to provide satisfactory response to client's requests provided these requests are exclusively related to Communication Director as noted in this Agreement.
- b. Items not covered by this Agreement include the following:
  - i. Operating system, pcAnywhere remote control software, and any other software support and maintenance.
  - ii. Hardware support and maintenance.
  - iii. Network support and maintenance.
  - iv. Support for problems related to incompatibility with any software and hardware not specifically stated to be compatible with Communication Director software.
- c. Items not covered by this Agreement, but available from FAI for an additional fee:
  - i. Re-installation and/or re-configuration of Communication Director software after system platform failure.
  - ii. Communication Director review and modification for installation, configuration and modifications performed by persons other than FAI implementation and support representatives.
  - iii. On-site implementation or support.

**5. Termination:**

- a. Either party may terminate this Agreement on an Anniversary Date by providing ninety (90) days prior written notice.
- b. In the event FAI has not received payment for the Agreement prior to the Clients Anniversary Date, the Agreement will automatically terminate. A thirty (30) day grace period for receipt of payment may apply. Services will be available after termination on a fee-for-service or hourly basis at published retail prices.

**6. General:**

- a. The terms of this Agreement may be modified by FAI or Client upon 30-days written notice if mutually agreed by FAI and Client. The term "Agreement" as used herein includes any future written amendments, modification, or supplements made in accordance herewith. THE CLIENT AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREIN.
- b. This Agreement shall be governed by the laws of the State of California. In the event legal action is brought to interpret or enforce the provisions of this Agreement, the parties agree that the proper forum for such actions shall be in Fresno County, California.

Please sign below indicating your acceptance of this agreement:

Organization Name: COUNTY OF MONTEREY (NATIONAL MEDICAL CENTER)

\_\_\_\_\_  
Signature                                      Date                                      Print Name                                      Title

**RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Forward Advantage AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Support & Upgrades to NMC's HCIS Faxing Solution SERVICES**

The parties to Professional Service Agreement, dated July 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Forward Advantage (Contractor), hereby agree to renew their Agreement No. (BPO522) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO522). Contractor will provide NMC with the additional scope of service as stated in Attachment A, which shall be attached to this Amendment #3.
2. This Renewal Amendment shall become effective on March 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO522) shall not exceed the total sum of \$80,000 for the full term of the Agreement and \$30,000 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO522).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**


Signature 

Dated 2-22-2010

Printed Name MIKE KNEBEL

Title VICE PRESIDENT

**NATIVIDAD MEDICAL CENTER**

Signature 

Dated 3/11/10

Purchasing Manager

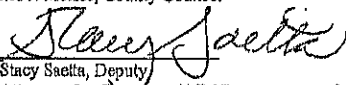
Signature 

Dated 3/5/10

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By   
Stacy Saetta, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions

Dated: 3/8 2010

  
Auditor-Controller  
County of Monterey

5940



ATTACHMENT A

February 10, 2010

Barbara Moody  
Natividad Medical Center  
1441 Constitution Boulevard  
Salinas, CA 93912

Dear Barbara,

Thank you for requesting a proposal for remote implementation. Per my conversation with James Solano and Kevin Frazier, I have prepared this proposal for your consideration and review. This proposal is for 40 hours of remote implementation with a 50% discount for your Communication Director System.

Qty	Remote Implementation/Training	Remote Implementation*
40	Hours of Remote Implementation/Training	\$10,000.00
	50% discount	<del>\$5,000.00</del>
	Total	\$5,000.00

*~~This proposal is valid for 30 days unless otherwise stated. Price is in US Dollars.~~*  
\*Implementation of the software is performed remotely via customer's VPN or other remote control method. If you would like implementation on-site please contact Forward Advantage, Inc. for a separate proposal.

If this proposal meets with your approval, please fax a purchase order to (559) 436-4217. Upon receipt we will contact you to schedule implementation based on calendar availability. If you have any questions, please do not hesitate to contact me. Thank you again for your interest.

Sincerely,

A handwritten signature in black ink, appearing to read 'Melissa Taylor'.

Melissa Taylor  
Customer Service Representative  
Forward Advantage, Inc.  
Tel: (877) 636-7927 Ext. 1697  
Fax: (559) 436-4217  
[Melissa.Taylor@ForwardAdvantage.com](mailto:Melissa.Taylor@ForwardAdvantage.com)  
czh

Original Agreement No or PO#, (B960972379)

RENEWAL AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Forward Advantage AND  
THE NATIVIDAD MEDICAL CENTER  
FOR

Support & Upgrades to NMC's HCIS Faxing Station SERVICES

The parties to Professional Service Agreement, dated July 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Forward Advantage (Contractor), hereby agree to renew their Agreement No. (B960972379) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960972379).
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (B960972379) shall not exceed the total sum of \$50,000 for the full term of the Agreement and \$25,000 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960972379).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR


Signature 

Dated 4-27-2009

Printed Name MING KNEREL


Title VICE PRESIDENT

NATIVIDAD MEDICAL CENTER

Signature 

Dated 5/27/09

Purchasing Manager

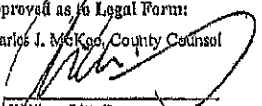
Signature 

Dated 5/14/09

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By   
William Litt, Deputy  
Attorneys for County and NMC

Dated: 5/11, 2009

Reviewed as to fiscal provisions

  
Auditor/Controller  
County of Monterey 5/13/09

RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Forward Advantage AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Support & Upgrades to NMC's HCIS Taxing Solution SERVICES

This Amendment No. 1 is made and entered into, by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Forward Advantage (hereinafter "CONTRACTOR").

WHEREAS, NMC and CONTRACTOR have heretofore entered into an Agreement for Professional Services for the term July 1, 2007 through June 30, 2009 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement as specified below.-

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

1. Exhibit A, Scope of Services/Payment Provisions, is replaced with Amendment No. 1 to Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer to Amendment No. 1 to Exhibit A.
2. Section 3, Term of Agreement, is amended to extend term from June 30, 2009 to June 30, 2010.
3. Effective Date of Amendment. This Amendment No. 1 shall become effective on April 1, 2009.
4. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.

CONTRACTOR

Signature M. Kuerel

Dated 3-9-09

Printed Name MENE KUEREL

Title VICE PRESIDENT

NATIVIDAD MEDICAL CENTER

Signature [Signature]

Dated 3/12/09

Purchasing Manager

Signature [Signature] For Bill Board

Dated 3-10-09

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]

William Litt, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey  
3-12-09

Dated: 3-11, 2009

Approval for County Standard  
payment terms

Stacy  
Seth





March 5, 2009

Paula Diepenbrock  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93912

This proposal is for the re-implementation and upgrade to v3.60 of your current Smart Suite licensing on a temporary Test Server, which includes all of the following functionality:

Desktop Fax provides faxing from most Windows Desktop Applications. Features include:

- Access to Communication Director's centralized fax recipient database
- Ability to create a separate local fax recipient database
- Support for fax recipient groups
- Customizable database security features
- Desktop Fax log view and print capabilities
- Ability to fax from multiple applications simultaneously

Desktop Fax for Windows Terminal Services is not included with this Suite, but it is available. If you would like to add this module, please contact Forward Advantage, Inc. for a revised proposal.

Cover Page Editor provides an easy-to-use tool that allows users to create their own custom cover pages for Desktop Fax and SmartRoute. Utilizing a familiar Windows-style user interface, users can add logos, confidentiality statements, callback information, etc. to create their own unique templates.

SmartRoute Technology: Communication Director SmartRoutes can accept report data in ASCII or PCIS or SE format via TCP/IP, Novell print queues (via 3<sup>rd</sup> party product), or Windows network printing, and automatically route them to specified locations via fax, network or dial-up remote print, e-mail, file transfer, and pager notification. This proposal includes fax and network print delivery methods. If you should decide to add any of the other deliveries types in the future, please contact Forward Advantage, Inc. for a proposal.

Profile Manager Interface: automatically updates the Communication Director database via a report generated from your host system, adding new recipients, updating existing ones with new or changed information, and eliminating the need to manually update the database for most changes.

Fax Channels: provides the ability to send approximately 50 fax pages per hour per channel.

System Activity Monitoring (SAM) Tools presents users with information regarding Communication Director activities. The input, scheduling and delivery of reports are presented in a straightforward manner with tools allowing users to find information efficiently and effectively. SAM increases efficiency by providing specific reasons for distribution failures and the ability to redeliver failed faxes directly from the activity log. SAM also provides "scheduler" monitoring to review scheduled deliveries. Also available for monitoring are Printbacks, one-page headers preceding the original document explaining why the report failed to be delivered.

Access Controls: Supports your HIPAA initiatives by providing role-based access to administration tools configuration tools and audit logs. With Access Controls you have the ability to restrict the viewing of the activity log based on the source of the information.

2 Channel Smart Suite Re-Implementation		Remote Implementation*
✓Desktop Fax ✓Profile Manager Interface ✓System Activity Monitor ✓SmartRoute Licenses with the following delivery types: • Fax • Network Print		
2 Fax Channels for Outbound Faxing		
4 Concurrent Fax Connections (Virtual ports)		
6 SmartRoute Licenses with Fax & Network Print Delivery		\$11,500.00
Total		\$11,500.00

~~This proposal is valid for 30 days from the date of proposal.~~  
 \*Implementation of the software is performed remotely via customer's VPN or other remote control method. If you would like implementation on-site please contact Forward Advantage, Inc. for a separate proposal.  
 \*\*This price does not include any 3<sup>rd</sup> party software or hardware.

Communication Director may be run on a Windows 2000 or 2003 Server. I have attached the minimum server configurations for your review. Please refer to the General Requirements as well as those listed for the "Smart Suite/SS Plus."

Communication Director also utilizes the Brooktrout fax card for fax report delivery. You may purchase this card through Forward Advantage or your hardware vendor. If you purchase through your own source, please verify the model and part number match the description below. The proposed card fits in a PCI Express slot. If you require a PCI card, please contact us to quote one for you. For fax card dimensions and additional information, please visit their web site at <http://www.cantata.com/products/tr1034/>.

The second line item below is one year of the Brooktrout Express Exchange Service for the TR1034 Fax card. This optional program, offered by Brooktrout, ensures that if there is a problem with the card itself, they will overnight a replacement card for you to keep. Please refer to the following website for Terms & Conditions. <http://www.cantata.com/services/expressexchange/termsandconditions.cfm>

Qty	Brooktrout Fax Card	Pricing
1	2 Channel TR1034+E2-2L Brooktrout Fax Card (Part #901-007-06)	\$1,495.00
1	1 Yr Express Exchange Service through Brooktrout (Part # 971-007-06)	\$300.00
Subtotal		\$1,795.00
Total from above		\$11,500.00
Grand Total		\$13,295.00

~~This proposal is valid for 30 days from the date of proposal.~~  
**Payment Terms:** Quotations are only valid in writing and during the period that they state. FAI reserves the right to change products and pricing at any time without prior notice.

Payment is due under the conditions of item 6.01 of the original Professional Services Agreement, dated July 1, 2007. Billing will occur in two phases; Initial invoice will include software and hardware (when applicable). Subsequent invoice will include implementation services and Annual Software Maintenance and Technical Services Support Agreement fee. Scheduling of Implementation will occur upon receipt of payment for Initial Invoice. Implementation and support fees will be billed when implementation commences.

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

Accepted by:

Natividad Medical Center

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

Name \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed by:



David Akina  
Account Representative, Sales  
Tel: (877) 636-7927 Ext. 1703  
Fax: (559) 436-4217  
[Dave.akina@forwardedvantage.com](mailto:Dave.akina@forwardedvantage.com)  
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