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 not 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 Insurance Coverage Requirements: 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 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

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 Maintenance of Records. 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 Royalties and Inventions. 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:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Forward Advantage
Attn: Mike Knebel
7255 N. First Street, Suite 106
Fresno CA 93720
Email: mike.knebel@forwardadvantage.com

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.

15.4 Contractor: 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 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6 Assignment and Subcontracting: 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 Successors and Assigns: 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 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement

15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement: 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 Construction of Agreement: 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 Counterparts: 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 Integration: 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 Interpretation of Conflicting Provisions: 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.

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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: March 9, 2014

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 3/9/16

CONTRACTOR

Forward Advantage
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

Mike Knebel, V.P. of Sales
Name and Title

Date: 2-22-2016

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

Brian Boudreau, secretary
Name and Title

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).

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
  - 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

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.

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.
2. 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.
9. 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).

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.

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.

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.

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.

Project Management/Discovery/Upgrade			
Activity	**Description**	**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	

Appliance Setup & Configuration

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.	Week 1-4	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

End-User Enablement Services

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

End-User Enablement Services (Continued)

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

Training

Activity	Description	Timeline	Hours
Imprivata 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.)*	Week 4	4
Application Enablement Overview and Training	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).	Week 4	4
Help Desk Training	Training sessions on resolving common technical problems and where to go for additional resources and technical assistance. (Typically this course lasts 2 hours.)	Week 4	6

Testing/Deployment (IS Department)

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

Initial Department Deployment – County of Monterey, NMC			
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

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 duly authorized representatives.

Exhibit A

by Forward Advantage

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

2,500 Users

		License Fees		
2500	SSO/AM (VPA-Discount)	OneSign SSO/AM (Volume Purchase Agreement Discount)	$ 57.00	$ 142,500.00
2500	SSPW (VPA-Discount)	OneSign SSPW Management (Volume Purchase Agreement Discount)	$ (30.00)	$ (75,000.00)
2500	VDA (VPA-Discount)	OneSign Virtual Desktop Access (Volume Purchase Agreement Discount)	$ 11.00	$ 27,500.00
			$ (4.00)	$ (10,000.00)
			$ 12.00	$ 30,000.00
			$ (2.00)	$ (5,000.00)
			TOTAL License Fees	$ 110,000.00
		Implementation Fees		
1	TR-ONSITE-SVCS	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)	$ 20,000.00	$ 20,000.00
			TOTAL Implementation Fees	$ 20,000.00
		Maintenance and Support		
2	SUPG30 (VPA-Discount)	OneSign Annual Premium-V Maintenance * (2 yrs.) (Volume Purchase Agreement Discount)	$ 60,000.00	$ 120,000.00
				$ (54,000.00)
			TOTAL Maintenance Fees	$ 66,000.00
		Equipment & Devices		
2	VIR-APP	OneSign Production Appliance #	$ 1,895.00	$ 3,790.00
1	VIR-APP	OneSign Test Environment Virtual Appliance (2)	$ 1,895.00	$ 1,895.00
800	HDW-IMP-60	Imprivata USB Proximity Reader - HID ^	$74.00	$ 59,200.00
			TOTAL Equip./Svcs.	$ 64,885.00
			SUBTOTAL QUOTE	$ 260,885.00
			Sales Tax	$ 5,402.00
			Shipping	$ 1,680.00
			TOTAL QUOTE	$ 267,967.00

Comments

(1) Invoicing will occur as follows: Software licensing, Maintenance, equipment and devices will be invoiced upon execution of Agreement. Implementation will be invoiced when delivered.

(2) Test Environment Virtual Appliance is a full-powered appliance for testing of new versions of the OneSign software.

Customer Accepted and Agreed

Name:

Title:

Phone:

Date:

Prices are in U.S. Dollars and are valid through March 31, 2016

Payment Terms: The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice(s).

#	Minimum of 2 OneSign Production Appliances required
##	Travel and expenses are included
@@	Self Service Password Reset license level must match the current licensed user level.
^	Sales Tax Applies

Special Terms

Each OneSign Virtual Appliance requires:

- **VMware ESX or ESXI with vSphere 4.x, VMware Workstation 6.5x or 7.0x, or VMware Server 1.0x or 2.0x**
- **250GB of allocated diskspace**
- **8GB of allocated memory**

EXHIBIT B to Agreement between NMC and Foward Advantage

BUSINESS ASSOCIATE AGREEMENT

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

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

The Parties agree as follows:

1. DEFINITIONS

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

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

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

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

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

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

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

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

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

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TERMS AND TERMINATION

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

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

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

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

5. MISCELLANEOUS

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

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

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

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

If to Business Associate, to:

Forward Advantage
7255 N. First Street, Suite 106
Fresno, CA 93720
Attn: Mike Knebel
Phone: 877-636-7927 ext.1283
Fax:

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906
Attn: NMC Contracts Division
Phone: (831) 755-4111
Fax: (831) 757-2592

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

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

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

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

EXHIBIT B to Agreement between NMC and Foward Advantage

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

[BUSINESS ASSOCIATE]

By: _____

Print Name: Mike Knebel

Print Title: Vice President of Sales

Date: June 4, 2015

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Print Name: Kristen Aldrich

Print Title: Deputy Purchasing Agent

Date: 7-1-15