

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN FORWARD ADVANTAGE, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on March 23, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Forward Advantage, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

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

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

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

AGREEMENT

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

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

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, EXHIBIT A-1 as per Amendment No. 1 plus Exhibit A-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$386,567."
2. Section 4 titled, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Statement of Work/Payment Provisions
Exhibit A-1: Additional Statement of Work/Payment Provisions as per Amendment No. 1
Exhibit A-2: Additional Statement of Work/Payment Provisions as per Amendment No. 2
Exhibit B: Business Associate Agreement"

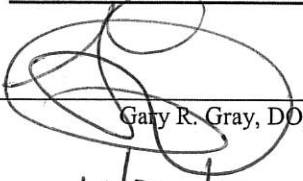
3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached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

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

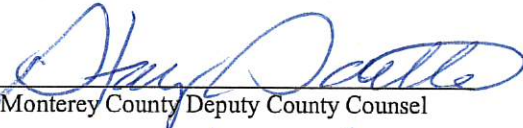
IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By:  _____
Gary R. Gray, DO, CEO

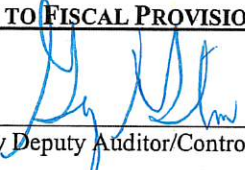
Date: 11/20/19

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: 11/18/19

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller

Date: 11/19/19

CONTRACTOR

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

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

Mike Knebel, Vice President

Name and Title

Date: November 7, 2019

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

Brian Boudreau, Secretary

Name and Title

Date: November 7, 2019

*****Instructions*****

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

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

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

Exhibit A-2: Additional Statement of Work/Payment Provisions

Proposal: FAI-NMC-20190612-G3



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

Provided For

Natividad Medical Center
Attn: Timothy Thomas
1441 Constitution Blvd.
Salinas, CA 93906

Representative: Mike Levesque, im-one Inside Sales Rep.
877.636.7927 ext. 1238
mike.levesque@forwardadvantage.com

QTY	SKU	Description		
		Equipment & Services		
3	REPL-VIR-APP-G3	Imprivata Replacement Virtual Appliance G3	\$ 1,350.00	\$ 4,050.00
1	SVOSI	Implementation Services (Remote)	\$ 2,000.00	\$ 2,000.00
			TOTAL Equip./Svcs.	\$ 6,050.00
			SUBTOTAL QUOTE	\$ 6,050.00
Comments			Sales Tax	TBD
			Shipping	TBD
			TOTAL QUOTE	\$ 6,050.00
Prices are in U.S. Dollars				
Sales tax (if applicable) and freight to be added.				
F.O.B: Origins				
Special Terms				
This is a one-time cost for this software upgrade				