

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

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

RECITALS

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

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

WHEREAS, the Parties amended the Agreement on November 20, 2019 via Amendment No. 2 to allow for services to continue with additions to the Statement of Work attached hereto as “Exhibit A-2 per Amendment No. 2” and to add an additional \$7,000 for a revised total Agreement amount not to exceed \$386,567; and

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

WHEREAS, the Parties renewed and amended the Agreement on the same or similar terms via Renewal and Amendment No. 3, beginning March 23, 2021 and to extend the term for an additional one (1) year period through March 22, 2022 for a revised full Agreement term (March 23, 2016 through March 22, 2022) to allow for services to continue with additions to the original Statement of Work attached hereto as “Exhibit A-3 as per Renewal and Amendment No. 3” and to add an additional \$37,200 for a revised total Agreement amount not to exceed \$423,767; and

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

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

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

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

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

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

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

~~Exhibit A-4: Additional Statement of Work/ Payment Provisions as per Amendment No. 4~~

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

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

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

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

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Renewal and Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.
4. A copy of this Renewal and Amendment No. 7 shall be attached to the Agreement.
5. This Renewal and Amendment No. 7 shall be effective retroactively on March 23, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

**COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
Monterey County Deputy County Counsel

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

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
Monterey County Deputy Auditor/Controller

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

CONTRACTOR

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

Signed by:
By: Mike Knebel
(Signature of: Chair, President, or Vice-President)

Mike Knebel, CEO
Name and Title

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

Signed by:
By: Marty Menz
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Marty Menz, Controller
Name and Title

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

*****Instructions*****

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

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

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

Quotation



Forward Advantage
7269 N. First Street
Suite 102
Fresno CA 93720

Quotation # : 111
Date : 5/9/2025

Bill To
Natividad Medical Center
PO Box 81611
Salinas CA 93912
United States

Ship To
Natividad Medical Center
1441 Constitution Blvd
Salinas CA 93906
United States

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