

**AMENDMENT NO. 5  
TO SERVICES AGREEMENT  
BETWEEN FORWARD ADVANTAGE, INC. AND  
COUNTY OF MONTEREY ("COUNTY"), FOR THE PROVISION OF SERVICES AT  
NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE  
FACILITY  
FOR  
IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION SOFTWARE**

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

**RECITALS**

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

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

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

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

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

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

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

### **AGREEMENT**

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

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

1. Paragraph 2 titled, “PAYMENTS BY COUNTY” shall be amended to the following:  
***“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-4 as per Amendment No. 4 plus EXHIBIT A-5 as per Amendment No. 5 attached hereto this Amendment No. 5. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$764,689.”***
2. 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 Amendment No. 3~~**

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

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

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

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

***The remainder of this page was intentionally left blank.***

***~ Signature page to follow ~***

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

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

By: DocuSigned by:  
Charles R. Harris  
Charles R. Harris, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

By: DocuSigned by:  
Stacy Saetta  
Stacy Saetta, Monterey County Deputy County Counsel

Date: 5/18/2023 | 11:31 AM PDT

**APPROVED AS TO FISCAL PROVISIONS**

By: DocuSigned by:  
Jennifer Forsyth  
Jennifer Forsyth, Monterey County Deputy Auditor/Controller

Date: 5/18/2023 | 6:47 PM PDT

**CONTRACTOR**

Forward Advantage, Inc.

**CONTRACTOR's Business Name**

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

By: DocuSigned by:  
Brian Boudreau  
(Signature of: Chair, President, or Vice-President)

Brian Boudreau CFO

Name and Title

Date: 5/17/2023 | 3:55 PM PDT

By: DocuSigned by:  
Mike Knebel  
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Mike Knebel CEO

Name and Title

Date: 5/17/2023 | 4:09 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).

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

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

**Price is in US Dollars.**

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