

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FORWARD ADVANTAGE, INC.

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Forward Advantage, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of installation and support for a Countywide Single Sign On solution.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and rates
- Attachment H—HIPAA Business Associate requirements
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property
- Appendix A – Volume Purchase Agreement
- Appendix B – Imprivata Maintenance & Support Services

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE HUNDRED THREE THOUSAND SEVEN HUNDRED FORTY ONE DOLLARS AND FIFTY CENTS, [\$503,741.50].

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2009 through August 31, 2012.

This Agreement may be terminated by Contractor, the Chief Information Officer (CIO) or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

Notwithstanding the foregoing, (a) nothing herein shall affect, supersede or take precedence over the terms set forth in any third-party software license agreement, including without limitation the Imprivata, Inc. End User License Agreement, and (b) the terms and conditions set forth in Sections 1.21, 3.2 and 3.4 of Appendix A, the Volume Purchase Agreement, shall take precedence over the terms and conditions set forth in the body of this Agreement and any other exhibits or attachments hereto in the event of any conflict between those Sections and this Agreement.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to: Security Officer

Attn: Stormy Maddux
Information Services Department
455 County Center, 3rd Floor
Redwood City, CA 94063
FAX (650) 363-7800

In the case of Contractor, to:

Mike Knebel
Vice President, Sales
Forward Advantage, Inc.
7255 N. First Street, Suite 106
Fresno, CA 93720
FAX: 599-436-4217

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

17. No Relationship Between Participating Entities and the County of San Mateo

To the extent that any "Participating Entity," as defined in Appendix A hereto (the VOLUME PURCHASE AGREEMENT), makes any purchases under the Volume Purchase Agreement, the County of San Mateo bears no responsibility either to the Participating Entity or to the Contractor (or the "Reseller" or "Manufacturer", as defined in Appendix A, if different than the Contractor) in relation to such purchase. Any payments for purchases and related contractual obligations shall be made as between the Participating Entity and Contractor, Reseller, or Manufacturer, as appropriate, and the County of San Mateo does not have any financial or other obligation with respect to such purchases made under the Volume Purchase Agreement. The County of San Mateo has no contractual relationship with such Participating Entity in relation to any such purchase from Contractor, Reseller, or Manufacturer, and accordingly has no obligations whatsoever as to those purchases and makes no warranty, express or otherwise, in relation to any such purchases. The sole purpose of the Participating Entity's involvement with the Volume Purchase Agreement is for that entity, the County of San Mateo, and other Participating Entities to obtain access to Volume Pricing as described in that Agreement, and each such Participating Entity is solely responsible for its own contractual relationship with the Reseller or Manufacturer, as outlined in that Agreement. To the extent that Contractor, Reseller, or Manufacturer perform any services for a Participating Entity in relation to such purchase, those services are also performed as between those parties, and the County of San Mateo is not a party to any such services. Accordingly, for example, to the extent that the Participating Entity gives access to information or systems to Contractor, Reseller, or Manufacturer during such services that includes access to information protected by HIPAA, the County of San Mateo has no connection to such information and is not a Business Associate in relation to any such information, and likewise no such Participating Entity is a Business Associate of the County of San Mateo by way of its involvement in the Volume Purchase Agreement.

18. Custom Work Product, Rights in Licensed Software

Notwithstanding anything herein to the contrary, (a) any custom work product and materials produced by Imprivata, Inc. specifically for the County in the course of delivery of professional services shall become the sole property of County, provided that such custom work will be identified in the related mutually agreed upon Statement of Work prior to commencing such work for the County, and (b) Imprivata, Inc. (and its licensors) retains all right, title, and interest, including all intellectual property rights, in the licensed software.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO
A Political Subdivision of the
State of California

By: _____
Mark Church, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FORWARD ADVANTAGE

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY) AND FORWARD ADVANTAGE, INC. (CONTRACTOR)

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

1. SCOPE OF WORK

Contractor will provide the quality services, delivered both onsite and remotely, to ensure a successful implementation of Imprivata's OneSign single sign on solution for the County of San Mateo (County), including the OneSign software and necessary hardware appliances, plus services for Project Scope and Planning, Installation and Configuration, Testing and Initial Deployment, and Final Countywide Deployment, as specified in this Scope of Work.

Included in the above specifically are:

1. 6,000 licenses for OneSign SSO (Single Sign On) software
2. 6,000 licenses for OneSign SSPW Management software
3. 2 appliances for software operation
4. 3 additional appliance(s) for redundancy
5. 1 additional appliance(s) for testing
6. 200 pcProx HID USB Card Readers
7. 25 Upek TouchChip USB Fingerprint Readers
8. 25 OneSign FBID licenses

Services to be delivered will include the following:

A. Project Scope and Planning Services

Contractor will provide services to validate the scope of the deployment and project, including application coverage, network topology, security policies and desktop deployment.

Within two (2) weeks of contract approval, Contractor will coordinate with County to schedule a project kick-off meeting, either onsite or by conference call. All key project participants for both Contractor and County will be identified by name and contact information at that time. Contractor will determine and ensure project readiness by all parties, define project roles, and set expectation and time frames. Within seven (7) days following the meeting, Contractor will deliver a project plan encapsulating the kick-off meeting and incorporating the schedule to include major deliverable and milestones.

On no less than a bi-weekly basis, Contractor will coordinate with County the scheduling of Project Status update meetings for all project principals.

B. Installation and Configuration Services

Within three (3) weeks of the Project kick-off meeting, Contractor will initiate the setup and configuration, either remotely or onsite, of the hardware appliances in five (5) County facilities. Configuration and setup includes, but is not limited to, DNS, e-mail notification configuration and backup/failover processes. (This also includes any required data migration from evaluation appliances in County.) This appliance setup and configuration shall be completed within two (2) weeks.

Contractor will provide services to manage OneSign domains and user accounts by identifying with County the directories to be imported, importing directories and user accounts, reviewing OneSign user roles and assigning users to roles, and setting up the synchronization process. This activity will be completed within two (2) weeks of the setup and configuration of the appliances.

Contractor will provide services to work with County to create OneSign security policies, automate user associations to security policies and enablement of users. These security policies include defining authentication options, walk-away security, and password self-service functionality. This activity will be completed within four (4) weeks of the setup and configuration of the appliances.

Contractor will provide services to demonstrate to County the reporting and event notification functionality within the OneSign Administrator user interface. Contractor will create one or more sample reports that are relevant for the County, as well as two (2) sample event notifications. (This does not include setting up of a FTP Server at the County Site for automating report processes.) This activity will be completed within four (4) weeks of the setup and configuration of the appliances.

Contractor will work with County to review the set-up and configuration of any Standby Appliance(s). This activity will be completed within two (2) weeks of the setup and configuration of the appliances.

Contractor will provide Consultant Services to review the different OneSign Agent Types and provide recommendations on the methods the County uses to deploy software and best practices for rolling out OneSign within the County environment. If using a push technology, the Consultant will provide best practices on how to use .msi files in a push package. This activity will be completed within four (4) weeks of the setup and configuration of the appliances.

Contractor will provide Consultant Services to 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. This activity will be completed within four (4) weeks of the setup and configuration of the appliances.

Contractor will provide Consultant Services to review with County how to setup the security policy, enable and configure the SSL certificate on their directory, setup SSPW, and review and customize end-user documentation. This activity will be completed within four (4) weeks of the setup and configuration of the appliances.

Contractor will provide Consultant Services Consultant to work with the County OneSign Administrator and each of the Application Specialists to identify all application screens required to successfully enable the each of the following applications for single sign on.

- Groupwise
- IFAS
- FileNet
- CalWin
- CA Unicenter (ServiceDesk)
- Ambulatory Electronic Medical Record (AEMR)
- Workbrain (Automated Timekeeping System)
- LMS (Cornerstone)

This activity will be completed within four (4) weeks of the setup and configuration of the appliances.

Contractor will provide Consultant Services to work with the OneSign Administrator and Network Administrator to review requirements for Extension Objects. Contractor will demonstrate the process and discuss the customer requirements for extending the OneSign Product. This activity will be completed within four (4) weeks of the setup and configuration of the appliances.

Contractor will provide Consultant Services to 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, Contractor will provide Consultant Services to work with the appropriate customer resources to refine the OneSign System. This activity will be completed within six (6) weeks of the setup and configuration of the appliances.

Contractor will provide services for 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 County's environment. This activity will be completed within four (4) weeks of the setup and configuration of the appliances.

(Typically, this course lasts 4 hours.)

Contractor will provide training sessions on resolving common technical problems and where to go for additional resources and technical assistance. This activity will be completed within six (6) weeks of the setup and configuration of the appliances.

(Typically, this course lasts 2 hours.)

Contractor will work with the County's OneSign Administrator, and appropriate Application Administrators, 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). This activity will be completed within four (4) weeks of the setup and configuration of the appliances.

C. Testing and Initial Deployment Services

Contractor work with the OneSign Administrator and Desktop Administrator and other Customer resources to install, configure and test OneSign in the pilot agencies specified in the RFP: Information Services Department, Department of Child Support Services (***Up to 50 Workstations and 75 Users***) and Health Systems (***Up to 50 Workstations and 100 Users***). The users will be enabled and enrolled in OneSign and can begin to utilize the Production System as well as test the functionality

within OneSign. This activity will be completed within eight (8) weeks of the setup and configuration of the appliances.

D. Additional Deployment Services

Contractor will provide Consultant Services to assist the County of San Mateo IS/Department Staff in the user deployment planning, communication, and testing; user department deployment; and end user training as requested by County at the rate agreed upon at the time a Change Order or an amendment is executed. This may include technical deployment planning, end user communications planning, document creation and testing of the deployment models (appropriate OneSign Agent and authentication devices); deployment of the appropriate OneSign Agent; enrollment of available users and monitoring of questions; and end user training. In the event that applications or security policies require refinement, Contractor will work with the appropriate SHS resources to refine the OneSign System. These activities will be completed within the time frames negotiated at the time the service is requested from Contractor by County.

Contractor will provide warranty and maintenance services as described in Appendix B - Imprivata Maintenance & Support Services for a period of one year beginning with the initiation of the implementation services cited above, as part of this contract. In addition, the County may purchase two additional years of maintenance, under the same terms, by paying the annual maintenance cost specified in Exhibit B.

EXHIBIT B – PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND FORWARD ADVANTAGE, INC.

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

1. SCHEDULE OF CHARGES

Software Licenses:

OneSign SSO @ \$26.60 per user for 6,000 users totaling	\$159,600.00
OneSign SSPW Management @ \$6.65 per user for 6,000 users totaling	\$39,900.00
OneSign FBID (FBID-2500) @ \$9.50 per user for 25 users totaling	\$237.50
Estimated Taxes on licenses	\$18,476.00

Software licenses to be invoiced after receipt of licenses by County.

Equipment

Additional Appliances @ \$4,995 each for 4 appliances totaling	\$ 19,980.00
pcProx HID USB Card Readers @ \$ 84.55 each for 200 readers totaling	\$ 16,910.00
Upek TouchChip USB Fingerprint Readers @ \$119 each for 25 readers totaling	\$2,975.00
Estimated Taxes on equipment	\$3,688.00

Equipment to be invoiced after receipt of equipment by County.

Services

OneSign On-Site Installation	\$42,750.00
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Services to be invoiced @ 50% upon completion of Appliance Set-up & Configuration and End-User Enablement Services, 40% upon completion of pilot Departments Deployment, and 10% upon final acceptance.

Maintenance Services

OneSign Annual Premium Maintenance@ \$63,075 per year for three (3) years

First year maintenance to be invoiced on shipment of appliances. Future annual maintenance charges to be invoiced at annual anniversary of the initial maintenance invoice.

Other Charges

Travel & Expenses, as billed with documentation, not to exceed \$10,000.

Travel & Expenses to be invoiced within 30 days of incurrence.

In no event shall the total payment for services under this Agreement exceed \$503,741.50. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

The County will submit payment within thirty (30) days of receipt of invoice.

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information.* “Electronic Protected Health Information” (“EPHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* “Individual” shall have the same meaning as the term “individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.
- g. *Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County or to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP – Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

APPENDIX A

VOLUME PURCHASE AGREEMENT

1. General Terms

- 1.1. Forward Advantage (“Reseller”) is a Fresno, California, Corporation and an authorized reseller of Manufacturer products and services.
- 1.2. Imprivata (“Manufacturer”) is a Delaware Corporation.
- 1.3. County of San Mateo (“County”) is a political subdivision of the State of California. The terms defined herein shall be extended in full to any and all departments and administrative bodies as defined by San Mateo County or otherwise created by action of the Board of Supervisors, or any governmental entity for which the Board of Supervisors is the governing board.
- 1.4. Cumulative Units Purchased (“Cumulative Units Purchased”) is the aggregated number of purchased OneSign End User licenses, under this Volume Purchase Agreement by the County and all Participating Entities, recognized as a single cumulative count.
- 1.5. Users (“Users”) is the number of licensed users of County or Participating Entity IT resources.
- 1.6. Manufacturer desires to provide through its authorized reseller, Reseller, to County and Participating Entities, products and services for **OneSign Single Sign On**, and for other products and services that are added by mutual agreement by the County and Reseller.
- 1.7. The rights set forth herein shall be valid for a term of three (3) years from the date of execution by the County, Reseller and Manufacturer as indicated below.
- 1.8. In the event of a conflict between this Volume Purchase Agreement and the Imprivata OneSign End User License Agreement (EULA), the EULA shall take precedence.
- 1.9. These terms are extended to all Participating Entities as defined in Section 2 of this Volume Purchase Agreement.
- 1.10. Should the County, individual departments within the County, or any Participating Entities covered under this Volume Purchase Agreement desire to purchase any new, additional, and/or renewal hardware, software, and/or services (maintenance, technical support, training, professional services, etc.) from Reseller and/or Manufacturer, they shall be extended the volume level discounted pricing as set forth below based on the then-current Cumulative Units Purchased.
- 1.11. Pricing for individual products and services is listed in the tables below and is determined by Cumulative Units Purchased.
- 1.12. Software licensing shall be per Authorized User(s), which is defined as the total number of User licenses purchased from Reseller. The number of users shall not exceed the number of Authorized Users.
- 1.13. The County and Participating Entities may, free of charge, run purchased software licenses on multiple hardware appliances or virtual hardware when

the OneSign single sign on allows as long as the aggregated purchased Authorized User licenses for the County or that Participating Entity is not exceeded.

- 1.14. This section intentionally left blank
- 1.15. All current and future Manufacturer hardware, software, and services (maintenance, technical support, training, professional services, hosted, etc.) offered by Reseller are covered by the terms hereof.
- 1.16. Upgrades and new versions of the OneSign software are covered under the terms of the OneSign software maintenance program (as included in the Software Purchase Agreement).
- 1.17. Reseller and, if purchased from Manufacturer, Manufacturer shall remain fully responsible for all services (maintenance, technical support, training, professional services, etc.) purchased under this Volume Purchase Agreement.
- 1.18. All Reseller and Manufacturer personnel performing on-site work for the County under this Volume Purchase Agreement must undergo and pass, to the satisfaction of County, background and security investigations as a condition of beginning and continuing work. The investigations shall be at Reseller's and/or Manufacturer's expense and shall be conducted by an investigation organization licensed by the State of California. Similar requirements/restrictions may apply for other Participating Entities.
- 1.19. Reseller and Manufacturer shall recognize that products and services provided to the County are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Similar requirements/restrictions may apply for other Participating Entities.
- 1.20. In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality, Reseller and Manufacturer shall protect the security of and keep confidential all records, materials, documents, data, and/or other information received, obtained, and/or produced under this Volume Purchase Agreement.
- 1.21. Any custom work product and materials produced specifically for the County or the Participating Entity in the course of delivery of professional services shall become the sole property of the County, or the Participating Entity that purchased the services. Such custom work will be identified by Reseller in the related mutually agreed upon Statement of Work prior to commencing such work for the County or Participating Entity. Once the custom work product or materials are produced, the County, or the Participating Entity, shall be the sole owner of all right, title, and interest, including copyright, in and to all work product and materials which are originated or created through Reseller's work. Notwithstanding anything herein to the contrary, Manufacturer (and its licensors) retains all right, title and interest, including all intellectual property rights, in the licensed software.
- 1.22. Reseller and Manufacturer agree that the County, or the Participating Entity that purchased the training, shall be allowed to duplicate training materials in reasonable quantities exclusively for the County's, or the Participating Entity's, internal use. Reseller, Manufacturer and the County agree that such duplication of training materials will be at the expense of the County or the Entity.

- 1.23. Reseller and Manufacturer shall comply with all applicable County policies, standards, procedures, and guidelines. Similar requirements/restrictions may apply for other Participating Entities.
- 1.24. Reseller shall provide a Quarterly Activity Report to the County within fifteen (15) days of the close of a calendar quarter or on demand as requested by the County. The report shall summarize all activity under the Volume Purchase Agreement for the current quarter, including, without limitation, purchasing entity, contact information, purchase order number, details of items purchased (description, quantity, dollar amount, date of purchase, etc.), and the new total for the Cumulative Units Purchased. Copies of individual purchase orders for reported activity shall be submitted with the report.
- 1.25. The County shall receive, at no cost to the County, periodic briefings from Manufacturer on Manufacturer's business direction, product road map, product Beta test opportunities, technical briefings, and other relevant information that may impact the County's strategic plans and operations. The briefings shall occur annually, at a minimum, and may be requested by the County or more frequently as the County's needs dictate, however such additional briefings shall be upon mutual agreement with Manufacturer. Similar requirements may apply for other Participating Entities. The Manufacturer will determine the most cost-efficient means of communicating the periodic briefings through web-based presentations, conference calls, or other means.
- 1.26. Paragraph 18 of the Agreement between the County and Forward Advantage, Inc., indicates that no contractual relationship exists between the County of San Mateo on the one hand and, on the other hand, a Participating Entity, the Reseller, and/or the Manufacturer in relation to any purchase by a Participating Entity under this Volume Purchase Agreement. The language of that paragraph is quoted below and expressly incorporated into the terms of this Volume Purchase Agreement:

To the extent that any "Participating Entity," as defined in [the Volume Purchase Agreement], makes any purchases under the Volume Purchase Agreement, the County of San Mateo bears no responsibility either to the Participating Entity or to the Contractor (or the "Reseller" or "Manufacturer", as defined in [the Volume Purchase Agreement], if different than the Contractor) in relation to such purchase. Any payments for purchases and related contractual obligations shall be made as between the Participating Entity and Contractor, Reseller, or Manufacturer, as appropriate, and the County of San Mateo does not have any financial or other obligation with respect to such purchases made under the Volume Purchase Agreement. The County of San Mateo has no contractual relationship with such Participating Entity in relation to any such purchase from Contractor, Reseller, or Manufacturer, and accordingly has no obligations whatsoever as to those purchases and makes no warranty, express or otherwise, in relation to any such purchases. The sole purpose of the Participating Entity's

involvement with the Volume Purchase Agreement is for that entity, the County of San Mateo, and other Participating Entities to obtain access to Volume Pricing as described in that Agreement, and each such Participating Entity is solely responsible for its own contractual relationship with the Reseller or Manufacturer, as outlined in that Agreement. To the extent that Contractor, Reseller, or Manufacturer perform any services for a Participating Entity in relation to such purchase, those services are also performed as between those parties, and the County of San Mateo is not a party to any such services. Accordingly, for example, to the extent that the Participating Entity gives access to information or systems to Contractor, Reseller, or Manufacturer during such services that includes access to information protected by HIPAA, the County of San Mateo has no connection to such information and is not a Business Associate in relation to any such information, and likewise no such Participating Entity is a Business Associate of the County of San Mateo by way of its involvement in the Volume Purchase Agreement.

2. Participating Entities

2.1. The following shall be included under the definition of “Participating Entities” under the terms of this Volume Purchase Agreement to the extent they participate in this Volume Purchase Agreement:

2.1.1. State of California:

The State of California (“State”) are included but not limited to their agencies, departments, and political subdivisions of the State, are party to this Agreement.

2.1.2. Counties:

Any county which is a political subdivision of the State of California, except for the County of San Mateo since it is already a party to this Agreement.

2.1.3. Municipalities:

Any municipality within the State of California.

2.1.4. Other Participating Entities:

2.1.4.1. Any Special Districts within or exclusively among a combination of any of the Counties and/or Municipalities listed above and/or San Mateo County shall be Participating Entities under the Agreement.

2.1.4.2. Political Subdivisions of any of the Counties or Municipalities listed above or San Mateo County shall be Participating Entities under the Agreement.

2.1.4.3. Additional Participating Entities may be added by mutual, written agreement of County and Reseller.

2.2. Additionally, all of the Participating Entities must provide a copy of their purchase order within fifteen (15) days or on demand as requested by the County. The purchase order should indicate the purchasing entity, purchase

number, entity contact information, and details of the items purchased (e.g., product/commodity description, quantity, dollar amount, date of purchase, etc.). The copy of the purchase order should be sent to:

**Stormy Maddux, Information Security Officer
 County of San Mateo
 455 County Center, 3rd Floor
 Redwood City, CA 94063**

ATTN: ESSO Project Agreement Administrator

2.3. The County of San Mateo Information Security Officer (“ISO”) shall be the Administrator of this Volume Purchase Agreement. All notices concerning this Volume Purchasing Agreement shall be addressed to the ISO.

3. Pricing

3.1. Volume Pricing – The following tables present pricing for the OneSign software licenses, OneSign Annual maintenance, OneSign appliances and certain strong authentication devices for purposes of this Volume Purchase Agreement. In conjunction with the pricing presented herein, the following conditions apply:

- (a) The pricing included in the tables below is predicated on a minimum initial purchase, by the County, of at least 5,000 User Licenses.
- (b) Subsequent purchases under this Volume Purchase Agreement, by the County or other Participating Entities, must be of a minimum quantity of at least 100 User Licenses.
- (c) Subsequent individual purchases of 5,000 or greater user licenses under this Volume Purchase Agreement will be entitled to an additional 5% discount off of the prices indicated in the table below.
- (d) Annual maintenance on purchases of 5,000 or greater will continue to be calculated as a percentage of the user license fees as presented in the table below (e.g. 5% discount does not apply to annual maintenance)
- (e) Per section 3.6 below, any professional service related fees (including implementation services, end user deployment services and training services) will be based on a mutually agreed upon Statement of Work between Reseller and the County or any Participating Entity.

Cumulative Units Purchased	Single Sign On User License	Self-Service Password Reset User License	FastPassFingerprint Biometric Identification User License	OneSign Annual Premium Maintenance & Support (As a percentage of user licensing)
Over 5,000	\$28	\$7	\$6	30%
Over 10,000	\$26	\$6	\$5	30%
Over 20,000	\$24	\$6	\$5	30%
Over 50,000	\$18	\$5	\$4	30%

OneSign Single Sign On Appliances

The OneSign enterprise single sign on requires a pair of server appliances (primary and failover). Accordingly, each Participating Entity must purchase a minimum of two (2) server appliances with their initial license purchase. The following provides pricing for OneSign appliances.

Description	Part No.	Price
OneSign SSO Appliance (each) Note: 2 appliances required with initial license purchase	NEW-APP	\$4,995
OneSign Additional Appliance (each)	ADDTL-APP	\$4,995
OneSign Test Environment Appliance (each)	TEST-APP	\$4,995

Strong Authentication Devices

The OneSign enterprise single sign on provides the opportunity to utilize various strong authentication devices for end-user authentication. The following presents pricing for two strong authentication device options. Pricing and product availability for the third-party products shown below may be reviewed and adjusted on a quarterly basis throughout the term of the agreement as necessary.

Description	Part No.	Price
Fingerprint Readers (minimum order = 25 readers)		
Upek TouchChip USB Fingerprint Reader (Qty 25-999)	HDW-UPEK-TCRU	\$119
Upek TouchChip USB Fingerprint Reader (Qty 1,000-2,999)	HDW-UPEK-TCRU-1K	\$109
Upek TouchChip USB Fingerprint Reader (Qty 3,000 or greater)	HDW-UPEK-TCRU-3K	\$104
Upek Eikon USB	HDW-UPEK-TCRE	\$69
Proximity Badge Readers (minimum order = 25 readers)		
RFIdeas pcProx HID USB Reader (Qty 25-99)	HDW-RFI-6082AKU	\$91
RFIdeas pcProx HID USB Reader (Qty 100-499)	HDW-RFI-6082AKU-100	\$89
RFIdeas pcProx HID USB Reader (Qty 500 or greater)	HDW-RFI-6082AKU-500	\$86

NOTE: Other strong authentication options (such as Smart Card and Tokens) are available for use with OneSign. Pricing for these options will be provided by Reseller based on the requirements of each Participating Entity's deployment of OneSign.

- 3.2. Software products shall be governed by the terms of the Manufacturers EULA.
- 3.3. Licensed product shall be delivered in a hardware appliance. Unless otherwise agreed upon by that purchasing entity, updates to the Licensed product electronically to purchasing entities, or as required by the County or the Participating Entity. In its purchase order, each entity (individual County departments and any Participating Entities covered under this Volume Purchase Agreement) shall specify a license administrator. The license

administrator shall establish a download account. The licensed software shall be placed in the license administrator's account and the administrator shall be entitled to download the software. A license serial key shall be provided for each purchasing entity (individual County departments and any Participating Entities covered under this Volume Purchase Agreement) with which the software can be activated. Updates to the software shall be delivered with the same process, unless otherwise agreed upon by that purchasing entity.

- 3.4. Maintenance & Support shall be by, and the responsibility of, each purchasing entity (individual County departments and any Participating Entity covered under this Volume Purchase Agreement). The terms of maintenance and support shall be governed by the Manufacturer's software maintenance as included in the Software Purchase Agreement.
- 3.5. As part of the support and services from Reseller and/or Manufacturer, the County shall not be required to submit/return any component that may contain County data, such as hard drives, as solely determined by the County, and the County shall not be charged or penalized for withholding that component. Similar requirements/restrictions may apply for other Participating Entities.
- 3.6. Services provided by Reseller and/or Manufacturer in connection with any purchase by the County or any Participating Entity through this Volume Purchase Agreement will be based on a mutually agreed upon Statement of Work.

Description	Part No.	Price
FAIS Professional Services – Installation, Configuration and Deployment Services (Hourly Rate) – Based on Statement of Work	TR-INSTALL-FA	\$120
Imprivata Professional Services – Installation, Configuration and Deployment Services (Hourly Rate) – Based on Statement of Work	TR-INSTALL-IM	\$250
OneSign 5-Day Certification – User Fee NOTE: User Certification Course is held at Imprivata Corporate Office in Lexington, Massachusetts.	TR-CERT-USER	\$3,000

Reseller's and Manufacturer's pricing for services (maintenance, technical support, training, professional services, etc.) performed for the County shall be based on a mutually agreed upon Statement of Work as described in Section 3.6 above. Any costs and/or expenses associated with the services to be performed (such as travel, per diem, out-of-pockets) will be mutually agreed upon and provided with a "not-to-exceed" limit before the commencement on any such services.

3.7.

Reseller	Manufacturer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

County
Signature:
Print Name:
Title:
Date:

APPENDIX B



Imprivata Maintenance & Support Services

Imprivata offers the Maintenance & Support services described below. Note that this description applies only to Maintenance & Support purchased directly from Imprivata; Imprivata's resellers may offer different Maintenance & Support options and should be contacted for information specific to their policies.

Term and Pricing of Maintenance and Support

The "Initial Support Period" for a OneSign Appliance shall be the period commencing on the date Imprivata ships the appliance to Customer through the period ending on the last day of the 12th month following the ship date (the "Initial Maintenance & Support Period"). Upon expiration of the Initial Maintenance & Support Period, Maintenance & Support shall automatically renew for successive twelve month periods (each an "Annual Maintenance & Support Period") unless one party provides the other with written confirmation of non-renewal at least thirty (30) days prior to the expiration of the applicable Initial or Annual Maintenance & Support Period. Notwithstanding the foregoing, Imprivata shall not terminate this Agreement without cause if Imprivata is then providing Services to other similarly situated customers, provided that Imprivata may, with not less than sixty (60) days' notice, change the Maintenance & Support descriptions or pricing effective at the start of the next term hereunder. Either party may terminate this Agreement if the other party fails to cure a material breach of this Agreement within thirty (30) days after receipt of written notice of such breach from the party not in default.

Fees for OneSign maintenance & support periods shall be based on the then current Imprivata price list for Maintenance & Support.

Software Maintenance

Imprivata may from time to time provide patch releases of software to correct reported problems, maintenance releases, upgrades to system base software in new major releases and other software updates which may be made generally available by Imprivata from time to time. Software maintenance releases will be made available via CD media or remote download, as appropriate. New software features and functionality offered in major new releases, if priced separately, are not included in Software Maintenance & Support. Additionally, any incremental hardware required to support additional software is priced separately.