

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

833



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
February 9, 2010

SUBJECT: APPROVAL OF THE AGREEMENT WITH FORWARD ADVANTAGE, INC. FOR SOFTWARE LICENSE, INSTALLATION AND MAINTENANCE OF IMPRIVATA ONESIGN SINGLE SIGN-ON SOLUTION WITHOUT SECURING COMPETITIVE BIDS

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to execute the Agreement with Forward Advantage, Inc. without securing competitive bids in accordance with Ordinance 459.4 for the period between January 1, 2010 through June 30, 2010, for a one-time amount of \$300,000 and;
2. Authorize the purchasing agent to sign amendments and exercise renewal options for up to four additional fiscal years, for a total of five years, in an amount not to exceed \$30,000 annually.

BACKGROUND: Riverside County's Information Technology (IT) security policies include password length, strength and frequency of required changes. While the requirement for an effective IT security strategy is clear, making it easy for the user community to support our IT security polices is critical. Presently, users at RCRMC have multiple user IDs and passwords for different systems. The need to remember several passwords as well as manage unsynchronized password change dates leads to user frustration, productivity loss, or lessened security.

Douglas D. Bagley

 Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Hospital Enterprise Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: *Debra Courmoyer*
 Debra Courmoyer

County Executive Office Signature

Dep't Recomm.: Consent Policy Policy

Per Exec. Ofc.: Consent Policy Policy

Prev. Agn. Ref.: _____ **District:** _____ **Agenda Number:** _____

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.49

FORM APPROVED COUNTY COUNCIL
 BY: *[Signature]*
 NEAL R. KIPNIS
 Purchasing
 DATE
 Purchasing
 Billy Cornett
 Billy Cornett, Purchasing Manager
 Departmental Concurrence

RCRMC
 Matthew Frymire, CIO

SUBJECT: APPROVAL OF THE AGREEMENT WITH FORWARD ADVANTAGE, INC. FOR SOFTWARE LICENSE, INSTALLATION AND MAINTENANCE OF IMPRIVATA "ONESIGN" SINGLE SIGN-ON SOLUTION WITHOUT SECURING COMPETITIVE BIDS

BACKGROUND (Continued):

With the implementation of the Hospital Information System (HIS) project at RCRMC, an Enterprise Single Sign-On (ESSO) solution is necessary to allow clinicians to expediently access applications for patient care. RCRMC HIS project team has successfully tested HIS applications with the Imprivata Single Sign-On Solution (Imprivata). In collaboration with other counties, RCRMC HIS project team has learned that San Mateo County has similar requirements and conducted Request for Proposal (RFP) #1221 to select an ESSO solution.

PRICE REASONABLENESS:

San Mateo County went through the RFP selection process and awarded the RFP to Forward Advantage, Inc., a reseller/integrator of the Imprivata. San Mateo County also created a Volume Purchase Agreement (VPA) with Forward Advantage, Inc. that allows other State and Local government agencies and departments (defined as "participating entities") to benefit from previous purchases of other participating entities. In this way, each successive participating entity that purchases through the VPA (including the County of Riverside) is able to take advantage of the pricing discount structure in the agreement.

A comparison of other government discounts provided from the manufacturer, Imprivata, San Mateo County VPA with Forward Advantage, Inc. has the most aggressive pricing structure.

For successful clinical use of the HIS project, the solution must be able to support up to 2,500 users at any given time with redundancy infrastructure. Therefore, RCMRC will require 2,500 licenses from Imprivata at \$35 each, three separate Imprivata equipment items to support the redundancy and testing environment at \$4,995 each, 800 proximity card readers at \$86 each, and 3,000 proximity cards at \$2.40 each.

In addition to the software licensing and hardware required to implement the solution, RCRMC requires one-time professional services for the installation, implementation and training. The implementation fee is \$20,000, a maximum of 30 days of on-site end-user training fee at \$1,200 per day plus travel and expense not to exceed \$150 per day, and training two support staff at Imprivata location for \$6,000.

FINANCIAL IMPACT: 100% Hospital Enterprise Funds

The total annual cost for these services is a one-time fee not to exceed \$300,000 with an annual recurring cost not to exceed \$30,000 (annually).



Memorandum

January 6, 2010

To: Riverside County Board of Supervisors

From: Douglas D. Bagley, Chief Executive Officer
Riverside County Regional Medical Center *DB*

Via: Riverside County Purchasing Agent

Subject: **Sole Source Justification Request for Forward Advantage, Inc.**

The below information is provided in support of my Department requesting approval for a sole source. Please note that outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested:

Software license, installation and maintenance of Imprivata "Onesign" single sign-on solution.

Supplier being requested:

Forward Advantage, Inc.

Alternative suppliers that can or might be able to provide supply/service:

No

Extent of market search conducted:

From the technical perspective, HIS project team has concluded the Imprivata solution is the only solution will work well with VMWare and HIS applications during the proof of concept analysis. HIS project team is also leveraging the County of San Mateo experience as they have conducted a thorough RFP analysis for the Enterprise Single Sign-on solution. County of San Mateo also selected Imprivata solution with Forward Advantage as a reseller and implementer.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

This is the only solution that will work with the VMWare environment selected to support the HIS project. Imprivata has asked RCRMRC to contact Forward Advantage during the proof of concept for support. Forward Advantage has direct experience to provide the equipment, installation, deployment and training necessary to help RCRMRC successfully deploying this solution in a timely manner.

Reasons why my department requires these unique features and what benefit will accrue to the county:

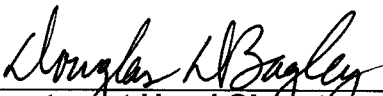
Siemens HIS applications required many credentials (id and password) for each different application. An Enterprise Single Sign-On (ESSO) solution allows clinicians expediently accessing applications for patient care.

Price Reasonableness:

By leveraging the VPA (Volume Purchasing Agreement) from County of San Mateo, RCRMC will receive the best possible pricing.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No.



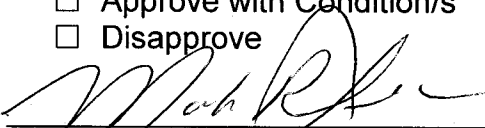
Department Head Signature

1-7-10

Date

Purchasing Department Comments:

- Approve
- Approve with Condition/s
- Disapprove



Purchasing Agent

1-6-10

Date

**AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND
FORWARD ADVANTAGE**

**THIS AGREEMENT, entered into this _____ day of
_____, 20____, by and between the COUNTY OF
RIVERSIDE, hereinafter called "County," and Forward Advantage,
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— Implementation Service Statement of Work for Riverside County

Exhibit B— Pricing Proposal and Payment Terms

Exhibit C— Volume Purchase Agreement

Exhibit D— Riverside County's HIPAA Business Associate Agreement

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 initial year fiscal obligation under this Agreement exceed THREE HUNDREDTHOUSAND DOLLARS [\$300,000.00].

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2010 through January 31, 2011.

This Agreement may be terminated by Contractor, or County 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 Riverside 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the Riverside County Ordinance Code, which regulates the use of disposable food service ware.

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 Riverside 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, 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.

To effectuate the provisions of this section, the County 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 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. 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.

13. 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.

14. 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 Riverside County Superior Court or in the United States District Court located in Riverside, California.

15. 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: Contracts Administration
Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, 92555-3911
FAX: 951-486-5515**

**In the case of Contractor, to: Mike Knebel
Vice President, Sales
Forward Advantage, Inc.
7255 N. First Street
Suite 106
Fresno, CA 93720
FAX: 559-436-4217**

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.

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

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors, Riverside County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE _____

FORWARD ADVANTAGE

By: Mike Knebel
Mike Knebel
Vice President, Sales

Date: 12/23/09

EXHIBIT A

**Implementation Service Statement of Work for
Riverside County**

Forward Advantage Implementation Services Statement of Work Riverside County

December 1, 2009

Introduction:

Forward Advantage Implementation Services will provide the following services, delivered both onsite and remotely, to ensure a successful implementation of OneSign at the Riverside County. Below is a summary of the activities that will be provided during the implementation as well as the estimated timeline. At the end of this document is a detailed description of the services provided and estimated duration for delivery of these services.

PHASE 1: DISCOVERY

Forward Advantage and the Riverside County will validate the scope of services/deployment, which may result in change orders that would follow this document. Items for discussion during this phase revolve around the customer enterprise. Application coverage, network topology, security policies, and desktop deployment will be discussed and related to the project plan.

Activities:

- Validate scope of services
- Review implementation pre-trip checklist (Details of Riverside's Infrastructure)
 - IP Address, Netmask, Gateway, DNS (Domain Name System), FQDN (Fully Qualified Domain Name) for Active Directory, Server Operating Systems, etc.
- Review SSO Application Sign Off Form(s)
- Review SSO Agent Deployment Document
- Review & Customize Project Plan
- Schedule onsite implementation

PHASE 2: INSTALLATION & CONFIGURATION:

This phase consists of four (4) primary tasks: Installation, OneSign Configuration, Training and Application Enablement.

Activities:

- Appliance setup & configuration
- Creating & Managing Security Policies within OneSign
 - OneSign Policies Control Authentication, Challenges, Password Self Service and Client Workflow Options
- Manage Users & OneSign Domains within OneSign
 - OneSign Domains configure connection to Active Directory as well as enabling an automated link to User Policies
- Application enablement, both Desktop/Thin Client and Citrix/VMware Environments
- Initial/Environment Testing
- Administrator Training
- Help Desk Training

PHASE 3: TESTING:

Technical Services best practices call for a period of testing within the IT/IS Department to simulate the workstations as well as application access of the end-users in the initial department to be deployed. The testing process will include the authentication methods to be utilized by the end-users as well as application access and specific workflows that are to be achieved as defined in the Project Scope/Assumptions.

Upon completion of this internal testing (unit testing), the deployment proceeds to the initial department within the Riverside County.

Activities:

- Test end-user workstations
- Test end-user enrollment process
- Test end-user application workflows (Login and Change Password Processes)
- Test end-user initial authentication
- Test end-user unlocking of a workstation
- Test authentication methods to Login, Unlock, and Lock Workstations (including timers)
- Test Password Self Service Reset
- Test Reporting/Audit Records

PHASE 4: DEPLOYMENT:

The Deployment phase begins once the implementation team agrees that the Testing Phase is complete and the solution is ready for the initial departments and/or enterprise-wide deployment. Best practices call for a one (1) week initial rollout with approximately 25-50 users ("initial group") after the joint implementation teams feels confident the project scope has been fulfilled. The intention of the initial group rollout is to certify that the OneSign configuration is ready for an enterprise wide deployment. Forward Advantage will assist with the planning and execution to enable this initial group of users.

Activities:

- Determine success criteria
- Determine user community
- Review client software deployment plan
- Review & develop end-user communication plan
- Review & develop end-user training documents
- Train and enable end-users
- Review & develop end-user support plan
- Monitor end-user activity for issues (Technical, Training, Other)
- Collect end-user feedback

Project Assumptions:

1. The Services described in this SOW constitute Forward Advantage's entire obligation. If the Riverside County requests services in addition to the Services presented in this SOW, the performance of such additional services will require a modification to the Details of Services Provided and an adjustment to the schedule and/or fees to be paid by the Riverside County. The VP of Client Services or lead System Engineer will track any such requests via a change control process and arrange for such services to be rendered.
2. Riverside County will provide a Project Manager during the course of the entire engagement. The Riverside County Project Manager is responsible for coordination of weekly project team meetings, scheduling of requirements gathering sessions with stakeholders and remote sites, scheduling of change control requests and facilitation of deployment option decisions.
3. Forward Advantage will provide a Project Manager to coordinate activities of the Technical Services Consultant as well as coordinate project updates with the Riverside County Project Manager.
4. Riverside County will provide a Technical resource throughout the engagement.
5. Riverside County will identify the staff that it deems to fit the Imprivata OneSign Implementation Roles & Responsibilities found in pages 5 and 6.
6. Riverside County will be required to provide access (including to the application owners), to the identified applications for SSO testing and enablement.
7. Riverside County will be required to provide user credentials to each of the identified applications to Forward Advantage (and Imprivata) as necessary.
8. Riverside County will be required to provide remote access to Forward Advantage (and Imprivata) via web based connections that are provided by Forward Advantage and Imprivata (Forward Advantage – Bomgar, and Imprivata – Logmein). In the unlikely event that a issue/defect is found that required Imprivata Engineering, it may be requested to have a VPN connection established between Imprivata and Riverside County.
9. Riverside County will need to provide an internal FTP Server in the event that Riverside County intends to automate the OneSign Archive Process and/or its Standard Reporting Process.

Project Roles (Forward Advantage & Imprivata):

<p>Forward Advantage Technical Services Consultant</p>	<p>This role is responsible for configuring, training, testing and troubleshooting the Imprivata OneSign Solution. The Technical Services Consultant will provide information as to best practices for OneSign within County Government and Healthcare/Hospitals as well as approaches that have been successful in other deployments in conjunction with HIS Systems and Clinical Modules.</p> <p>The Technical Services Consultant is not responsible for the direct resolution of defects found within the Imprivata OneSign Product or within other systems being utilized by Riverside County (e.g. Microsoft, Citrix, VMware, HIS System, etc.).</p>
<p>Imprivata Technical Services Consultant</p>	<p>This role is responsible for configuring, training, testing and troubleshooting the Imprivata OneSign Solution. The Technical Services Consultant will provide information as to best practices for deploying OneSign.</p> <p>The Technical Services Consultant is not responsible for the direct resolution of defects found within the Imprivata OneSign Product or within other systems being utilized by Riverside County (e.g. Microsoft, Citrix, VMware, HIS System, etc.).</p>
<p>Imprivata Technical Support</p>	<p>This role is responsible for issues raised during the implementation process.</p> <p>Tier 2 is responsible for review of issue and preparation of information (logs, video files, reproduction steps) in order that this issue can be prioritized with Tier 3 (Engineering).</p>
<p>Imprivata Engineering</p>	<p>This role (Tier 3) is responsible for the resolution of software defects identified and confirmed during the implementation process.</p>

Imprivata OneSign Implementation Roles & Responsibilities (Riverside County):

There are eight roles typically involved in a OneSign product implementation. In most cases, an individual will have more than one role assigned. The table below describes each role by responsibilities and skills and can be used to help you prepare for your OneSign deployment.

Role	Responsibilities	Skills
Project Leader	The Project Leader will be responsible for coordinating the timing of the OneSign implementation and prepare the project team for their roles and responsibilities in the implementation. The project leader is also typically responsible for handling all end-user communication and change management issues.	The Project Leader will have experience in managing software implementations and will have strong project management and coordination skills. The project leader has rolled out other software solutions within the organization and knows who to involve from an internal resource perspective.
OneSign Administrator	The OneSign Administrator will be responsible for administering the OneSign solution on a day to day basis. This individual will available for the entire OneSign implementation and will become the onsite expert in the solution. The Administrator will help import the end users into OneSign, set-up security policies, learn to enable applications, and create reports.	The OneSign Administrator must be able to pick up new technology in a short amount of time. They will have a thorough understanding of how their organization wants to roll out security policies and which are the key applications to be enabled for single sign-on.
Desktop Administrator	The Imprivata OneSign agent will need to be deployed to every desktop. Most organizations use a push technology such as AD group policy or SMS to deploy the agent. The Desktop Administrator will be responsible for determining the appropriate strategy for rolling out the Imprivata Agent and will pull together a time line for Agent rollout.	The Desktop Administrator will have knowledge of different software deployment methods and will have the ability to use these technologies to rollout and support the Imprivata Agent initial rollout as well as ongoing software upgrades.
Application Specialist	As part of the initial deployment, the Imprivata Consultant will enable a subset of your applications for single sign-on. The Consultant will need a test account in order to access all of the relevant screens within your key applications. Often the Consultant will work directly with the Application Specialist for each application in order to setup and test all of the relevant screens.	The Application Specialist will have access to test accounts for each application that will be enabled for single sign-on. This includes the ability to test the Change Password functionality within the application. The Application Specialist will have an understanding of all of the screens that are accessed by end-users and will help the Imprivata Consultant in the testing post single sign-on enablement.

Directory Administrator	<p>Limited access may be needed to the Directory Administrator in the beginning stages of the OneSign implementation. The Directory Administrator will know which Directory's will be imported into the OneSign appliance and will work with the OneSign Administrator to determine which groups/users should be enabled for Single Sign-On. If the organization is going to be implementing Imprivata's Self-Service Password Reset option, the Directory Administrator logon will be required as well as a SSL certificate on the Directory.</p>	<p>Ability to access Directory store and work with OneSign Administrator to import users and setup synchronization rules for ongoing update and maintenance to OneSign.</p>
Network Administrator	<p>During day one of the OneSign implementation, the Imprivata Consultant will need to work with your Network Administrator to setup the Appliance Pair on your network. The two appliances on the network will need three IP addresses (two static and one virtual). The Network Administrator will be responsible for the DNS entries and assistance in setting up the Appliances in your data center. The Network Administrator will also be responsible for daily backup and recovery process.</p>	<p>Ability to obtain required IP addresses for the OneSign Appliance Pair and access to the data center for setup and testing. The Network Administrator will also need to setup and test OneSign backup and recovery process.</p>
Help Desk	<p>During the initial implementation, the Imprivata Consultant will spend about 2 hours with the key representatives from the Help Desk training them on the key areas of support for OneSign as well as how to access Imprivata resources for ongoing assistance. The Help Desk representatives will be responsible for taking all end-user calls related to questions or issues with OneSign. They will be responsible for tier 1 technical troubleshooting and will contact Imprivata Technical Support for Tier 2 support.</p>	<p>The Help Desk will need to be able to troubleshoot issues and questions related to Agent installation and upgrade, ability to perform initial triage on issues related to application enablement and will be able to do some diagnosis on whether the issue is environmental or product related. They will also know how to access Imprivata Technical Support for additional technical assistance.</p>
Power End-User	<p>End-user that is typically included as part of an implementation in the early phases of the deployment. This end-user will be responsible for testing access to many different applications and will provide feedback to the project team on what is working and what needs improvement. Their feedback is critical prior to the large scale deployment.</p>	<p>Computer savvy and knowledgeable of many different applications accessed by end-users in the organization. They are a strong communicator and interested in being involved in the OneSign implementation.</p>

Approach

Based on the Riverside County's requirements, Forward Advantage will provide the following services (delivered both onsite and remotely) to ensure a successful implementation of OneSign at the Riverside County. Below is a list of the typical activities that are included in the implementation as well as the estimated timeline.

Project Management			
Activity	Description	Timeline	Hours
Implementation Kick-off & Project Planning	A conference call between IT staff, the Project Manager, and the Technical Services Consultant to ensure project readiness, define project roles, set expectations, and articulate project definition. Once onsite the project team will construct a project plan that incorporates major deliverables and milestones.	2 Weeks Prior to Appliance Set-up & Configuration	2
Project status updates	Periodic 60-minute status meetings to be schedule by the Technical Services Consultant and the Customer Project Manager.	Weekly	
Appliance Setup & Configuration			
Activity	Description	Timeline	Hours
Appliance Preparation & Set-up	Remote preparation of the Appliance(s) (IP Addressing, License Key, XML, etc.)	2 Weeks Prior to Appliance Set-up & Configuration in Customer network.	6
Appliance Setup & Configuration	Remote installation of the Appliance(s). Appliance Configuration including but not limited to DNS, e-mail notification configuration, as well as backup and failover process.	Week 1	4
Managing OneSign domains and user accounts	The Technical Services Consultant will work with the customer's Technical Resources to identify directories to be imported, review the Imprivata pre-trip checklist, import user accounts, review Imprivata roles and assign users to the roles, and set up the synchronization process.	Week 1	2

Appliance Setup & Configuration (Continued)			
Activity	Description	Timeline	Hours
Creating and Managing Security Policies	The Technical Services Consultant will work with customer's OneSign Administrator to implement within OneSign. Create security policies; automate user account associations to security policies and enablement of users. Security policies define authentication options, client agent behavior (for walk away security) as well as password self-service functionality that are tied to users within the customer's environment.	Week 1	4
Reporting & Events	The Technical Services Consultant will demonstrate the reporting and event notification functionality within the OneSign Administrator user interface. The Consultant will create one or more sample reports that are relevant for the customer as well as two (2) sample event notifications. (This does not include setting up of a FTP Server at the Customer Site for automating report processes.)	Week 1	4
Disaster Recovery Planning	The Technical Services Consultant will work with the OneSign Administrator to review the set-up and configuration of the Standby Appliance(s).	Week 2	4

End-User Enablement Services			
Activity	Description	Timeline	Hours
Review Agent Types & Deployment Options	The Technical Services Consultant will review the different OneSign Agent Types; discuss the methods the customer uses to deploy software and best practices for rolling out OneSign within their environment. If using a push technology, the Consultant will provide best practices on how to use .msi files in a push package.	Weeks 1-3	8

End-User Enablement Services (Continued)			
Activity	Description	Timeline	Hours
OneSign Authentication Methods	The Technical Services Consultant will discuss the customer's authentication requirements, review best practices for implementation with OneSign, discuss how this impacts the end-user workflow, review end-user documentation, and train the network administrator on setup and enrollment.	Week 1	4
SSPW Management	The Technical Services Consultant will review how to setup the security policy, enable and configure the SSL certificate on their directory, setup SSPW, and review and customize end-user documentation.	Weeks 1-2	6
Writing Procedures for Extension Objects	The Technical Services Consultant will work with the OneSign Administrator and Network Administrator to review requirements for Extension Objects. The Technical Services Consultant will demonstrate the process and discuss the customer requirements for extending the OneSign Product. <i>(There may be the need for additional Implementation Services if Extensions are required for the deployment.)</i>	Weeks 2-3	8
Application Enablement	The Technical Services Consultant will work with the OneSign Administrator and each of the Application Specialists to identify all application screens required to successfully enabling the applications for single sign on. During this process the Technical Services Consultant will work with the customer to identify the key applications required for a successful deployment.	Weeks 1-3	22
OneSign Testing	The Technical Services Consultant will work with the OneSign Administrator to test user authentication, client installation, and application enablement and user workflow. In the event that applications or security policies need to be refined, the Technical Services Consultant will work with the appropriate customer resources to refine the OneSign System.	Weeks 2-3	12

Training			
Activity	Description	Timeline	Hours
Imprivata Administrator Training	Focus on training the key OneSign Administrator on architecture overview, security policies, Agent deployment and device authentication options as well as reporting. Additional End-User workflow options as well as APG (Application Profile Generator) will be covered in order to discuss how the OneSign products can/will work within the customer's environment. <i>(Typically this course lasts 4 hours.)</i>	Week 2	4
Application Enablement Overview and Training	The Technical Services Consultant will work with the customer's OneSign Administrator, and appropriate Application Administrator, to demonstrate the process of SSO enablement of an application in OneSign. The Consultant will use one of the customer identified key applications as the subject for the demonstration. (This is not to be considered complete application enablement activities, only OneSign Administrator Training of the Application Profile Generator).	Week 2	4
Help Desk Training	Training sessions on resolving common technical problems and where to go for additional resources and technical assistance. (Typically this course lasts 2 hours.)	Week 3	6
Training - To occur following the base OneSign Installation (prior to end-user deployment).			
Activity	Description	Timeline	Hours
OneSign Certification Course	Training session for 2 of Riverside County Staff at Imprivata's Location (Lexington, MA). <ul style="list-style-type: none"> ○ Lecture-based training ○ Instructor demonstrations ○ Participant guide ○ Hands on exercises ○ Quizzes and tests for certification 		40

Testing (IS Department)

Activity	Description	Timeline	Hours
Testing (IS Department)	<p>The Technical Services Consultant will work with the OneSign Administrator and Desktop Administrator and other Customer resources to install, configure and test OneSign in the IS Department.</p> <ul style="list-style-type: none"> • Test end-user workstations • Test end-user enrollment process • Test end-user application workflows (Login and Change Password Processes) • Test end-user initial authentication • Test end-user unlocking of a workstation • Test authentication methods to Login, Unlock, and Lock Workstations (including timers) • Test Password Self Service Reset • Test Reporting/Audit Records 	Week 3	20

Initial Department Deployment

Activity	Description	Timeline	Hours
Initial Department Deployment	<p>The Technical Services Consultant will work with the Project Manager, OneSign Administrator and Desktop Administrator and other Customer resources to install, configure and test OneSign as well as enroll end-users in the initial department.</p> <ul style="list-style-type: none"> • Determine success criteria • Determine user community • Review client software deployment plan • Review & develop end-user communication plan • Review & develop end-user training documents • Train and enable end-users • Review & develop end-user support plan • Monitor end-user activity for issues (Technical, Training, Other) 	Week 4	40

Changes to Statement of Work

The hours provided in this Statement of Work are based on the information we have received and are valid for sixty (60) days from its issuance date. If the Statement of Work has not been signed and paid for within sixty (60) days, the fee schedule may be re-evaluated by Forward Advantage.

Change Orders

Occasionally, after a project is underway, the scope of services required can be unexpectedly altered. Significant changes in, or additions to, this scope of work during the project that require additional time/services from Forward Advantage Implementation Services will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the Riverside County and Forward Advantage agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date on which is it signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original Agreement and Scope of Work. Additional time detailed in the Change Order will be billed at the Forward Advantage fee structure in effect at the time of the issuance of the Change Order.

Acknowledgement and Approvals

The Services described in this SOW constitute Forward Advantage's entire obligation. Any agreement made verbally or via any other means outside of the contents of this Statement of Work is not binding and Forward Advantage is under no obligation to provide those Services or work product.

Upon completion of this SOW, no additional professional services are due to Riverside County under this SOW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Forward Advantage	Riverside County
BY:	BY:
DATE:	DATE:
NAME:	NAME:
TITLE:	TITLE:
ADDRESS:	ADDRESS:

EXHIBIT B

Pricing Proposal and Payment Terms



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

Proposal: **FAI-RCRMC-20091201-2500**

Proposal Date: December 1, 2009

Provided For: Riverside County
 Attn: David Ung
 IT Security Manager
 26520 Cactus Avenue
 Moreno Valley, CA 92555

Representative: Mike Knebel, Vice President, Sales
 877.636.7927 ext. 1283
 mike.knebel@forwardadvantage.com

Up to 2,500 Enrolled Users				
		License Fees		
2500	SSO/AM-2500	OneSign SSO/AM 2,500-3,499 Users (See "Special Terms" - Note 1)	\$ 28.00	\$ 70,000.00
2500	SSPW-2500	OneSign SSPW Management 2,500-4,999 Users	\$ 7.00	\$ 17,500.00
			TOTAL License Fees	\$ 87,500.00
		Implementation Fees		
1	TR-ONSITE-SVCS	OneSign Installation (2) ##	\$ 20,000.00	\$ 20,000.00
30	ONSITE-DSVCS	On-Site End-User Training/Enrollment Services (daily rate per person) (Note 2) ##	\$ 1,200.00	\$ 36,000.00
2	TR-CERT-USER	OneSign 5-Day Certification Training - User Fee ##	\$ 3,000.00	\$ 6,000.00
			TOTAL Implementation Fees	\$ 62,000.00
		Maintenance		
1	SUPG30	OneSign Annual Premium Maintenance *	\$ 26,250.00	\$ 26,250.00
			TOTAL Maintenance Fees	\$ 26,250.00
		Equipment & Optional Services		
2	NEW-APP	OneSign SSO Appliance (3)	\$ 4,995.00	\$ 9,990.00
1	ADDTL-APP	OneSign Additional Appliances **	\$ 4,995.00	\$ 4,995.00
800	HDW-RFI-6082AKU-500	RFIdeas pcProx HID USB Reader (Qty 500 or greater)	\$ 86.00	\$ 68,800.00
3000	BDG-1326	ProxCard II Clamshell	\$ 2.40	\$ 7,200.00
			TOTAL Optional Equip./Svcs.	\$ 90,985.00
			SUBTOTAL QUOTE	\$ 266,735.00

Comments
 (1) This proposal is provided for budgetary purposes and is based on certain assumptions regarding the number of users, devices and hardware configuration. Final pricing will vary based on the actual deployment.
 (2) Based on Standard Statement of Work
 (3) Initial OneSign purchase must include a minimum of 2 Appliances

Sales Tax	\$	-
Shipping	\$	-
TOTAL QUOTE	\$	266,735.00

Prices are in U.S. Dollars
 Sales tax (if applicable) and freight to be added.
 F.O.B: Origin Payment Terms: Net 30 Days. Software and Maintenance billed upon shipment of OneSign appliances. Implementation, training and devices billed as incurred

Customer Accepted and Agreed

Name: _____

Title: _____

Phone: _____

Date: _____

- ## Travel and expenses are not included (Travel based on actual amounts incurred. Daily rate for Expenses (e.g. Meals and Lodging) not to exceed \$150)
- * Maintenance must be purchased at time of sale
- ** Customer must purchase a maintenance contract to be eligible to purchase an Additional Appliance
- @@ Self Service Password Reset license level must match the current licensed user level.

Special Terms

Note (1) Pricing included in this proposal are in accordance with the Volume Purchase Agreement as established by and between Forward Advantage, Imprivata and San Mateo County for the benefit of all Participating Entities as specified in the Agreement.

Note (2) Includes 30 days of training services to be delivered in joint sessions with VLSystems (Microsoft Outlook training). Training days will be billed only when delivered. Assumes 1 individual delivering OneSign end-user training. If additional trainers are requested additional fees will apply.

EXHIBIT C

**Volume Purchase Agreement
(between San Mateo & Forward Advantage)**

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

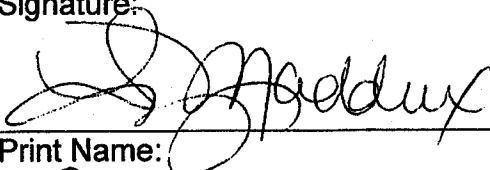

administrator shall establish a download account. The licensed software shall be placed in the license administrator's account and the administrator shall be entitled to download the software. A license serial key shall be provided for each purchasing entity (individual County departments and any Participating 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.

County	Manufacturer
Signature: 	Signature: 
Print Name: STORMY MADDUX	Print Name: JEFF KAROWSKI
Title: I.S.O.	Title: CFO
Date: 8/25/09	Date: 8/13/2009

Reseller

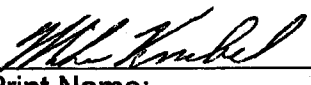
Signature: 
Print Name: MIKE KNEBEL
Title: VICE PRESIDENT, SALES
Date: 8-13-2009

EXHIBIT D

HIPAA Business Associate Agreement

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
FORWARD ADVANTAGE, INC.

1 This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and
 2 is made part of the **Professional Services Agreement** (the "Underlying Agreement") between
 3 the County of Riverside ("County") and **Forward Advantage, Inc.** ("Contractor") as of the date
 4 of approval by both parties (the "Effective Date").

RECITALS

5
 6 WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to
 7 which Contractor provides services to County, and in conjunction with the provision of such
 8 services certain Protected Health Information ("PHI") and/or certain electronic Protected Health
 9 Information (ePHI) may be made available to Contractor for the purposes of carrying out its
 10 obligations under the Underlying Agreement; and,

11 WHEREAS, the provisions of the Health Insurance Portability and Accountability Act,
 12 Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR,
 13 Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be
 14 amended from time to time, which are applicable to the protection of any disclosure of PHI
 15 and/or ePHI pursuant to the Underlying Agreement; and,

16 WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

17 WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business
 18 Associate as defined in the Privacy Rule; and,

19 WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in
 20 compliance with the Privacy Rule, Security Rule, or other applicable law;

21 NOW, THEREFORE, in consideration of the mutual promises and covenants contained
 22 herein, the parties agree as follows:

23 1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have
 24 the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be
 25 amended from time to time.

26 2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI

27 A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:

28 (1) On behalf of the County, or to provide services to the County for the purposes
 29 contained herein, if such use or disclosure would not violate the Privacy Rule
 30 and/or Security Rule;

31 (2) As necessary to perform any and all of its obligations under the Underlying
 32 Agreement.

33 B. Unless otherwise limited herein, in addition to any other uses and/or disclosures
 34 permitted or authorized by this Addendum or required by law, Contractor may:

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
FORWARD ADVANTAGE, INC.

1 (1) Use the PHI and/or ePHI in its possession for its proper management and
2 administration and to fulfill any legal obligations.

3 (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose
4 of Contractor's proper management and administration or to fulfill any legal
5 responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as
6 necessary for Contractor's operations only if:

7 (a) The disclosure is required by law; or

8 (b) Contractor obtains written assurances from any person or organization to
9 which Contractor will disclose such PHI and/or ePHI that the person or
10 organization will:

11 (i) Hold such PHI and/or ePHI in confidence and use or further disclose it
12 only for the purpose of which Contractor disclosed it to the third party, or
13 as required by law; and,

14 (ii) The third party will notify Contractor of any instances of which it
15 becomes aware in which the confidentiality of the information has been
16 breached.

17 (3) Aggregate the PHI and/or ePHI and/or aggregate the PHI and/or ePHI with that
18 of other data for the purpose of providing County with data analyses related to
19 the Underlying Agreement, or any other purpose, financial or otherwise, as
20 requested by County.

21 (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized
22 by the Underlying Agreement or this Addendum without patient authorization or
23 de-identification of the PHI and/or ePHI as authorized in writing by County.

24 (5) De-identify any and all PHI and/or ePHI of County received by Contractor
25 under this Addendum provided that the de-identification conforms to the
26 requirements of the Privacy Rule and/or Security Rule and does not preclude
27 timely payment and/or claims processing and receipt.

28 C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives
29 from County, nor from another business associate of County, except as permitted
30 or required by this Addendum, or as required by law, or as otherwise permitted by
31 law.

32 D. Notwithstanding the foregoing, in any instance where applicable state and/or
33 federal laws and/or regulations are stricter in their requirements than the
34 provisions of HIPAA and prohibit the disclosure of mental health, and/or substance
35 abuse records, the applicable state and/or federal laws and/or regulations shall
36 control the disclosure of records.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
FORWARD ADVANTAGE, INC.

1 **3. Obligations of County.**

2 **A. County agrees that it will make its best efforts to promptly notify Contractor in**
3 **writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to**
4 **by County that may affect Contractor's ability to perform its obligations under the**
5 **Underlying Agreement, or this Addendum.**

6 **B. County agrees that it will make its best efforts to promptly notify Contractor in**
7 **writing of any changes in, or revocation of, permission by any individual to use or**
8 **disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's**
9 **ability to perform its obligations under the Underlying Agreement, or this**
10 **Addendum.**

11 **C. County agrees to make it's best efforts to promptly notify Contractor in writing of**
12 **any known limitation(s) in its notice of privacy practices to the extent that such**
13 **limitation may affect Contractor's use or disclosure of PHI and/or ePHI.**

14 **D. County shall not request Contractor to use or disclose PHI and/or ePHI in any**
15 **manner that would not be permissible under the Privacy Rule and/or Security**
16 **Rule.**

17 **E. County will obtain any authorizations necessary for the use or disclosure of PHI**
18 **and/or ePHI, so that Contractor can perform its obligations under this Addendum**
19 **and/or the Underlying Agreement.**

20 **4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by**
21 **County to Contractor, Contractor agrees to:**

22 **A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum**
23 **or as required by law.**

24 **B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI**
25 **and/or ePHI other than as provided for by this Addendum.**

26 **C. To the extent practicable, mitigate any harmful effect that is known to Contractor of**
27 **a use or disclosure of PHI and/or ePHI by Contractor in violation of this**
28 **Addendum.**

29 **D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this**
30 **Addendum of which Contractor becomes aware.**

31 **E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI**
32 **to agree to the same restrictions and conditions that apply to Contractor pursuant**
33 **to this Addendum.**

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
FORWARD ADVANTAGE, INC.

1 F. Use appropriate administrative, technical and physical safeguards to prevent
2 inappropriate use or disclosure of PHI and/or ePHI created or received for or from
3 the County.

4 G. Obtain and maintain knowledge of the applicable laws and regulations related to
5 HIPAA, as may be amended from time to time.

6 5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

7 A. Provide access, at the request of County, within five (5) days, to PHI in a
8 Designated Record Set, to the County, or to an Individual as directed by the
9 County.

10 B. To make any amendment(s) to PHI in a Designated Record Set that the County
11 directs or agrees to at the request of County or an Individual within sixty (60) days
12 of the request of County.

13 C. To assist the County in meeting its disclosure accounting under HIPAA:

14 (1) Contractor agrees to document such disclosures of PHI and information related
15 to such disclosures as would be required for the County to respond to a
16 request by an Individual for an accounting of disclosures of PHI.

17 (2) Contractor agrees to provide to County or an Individual, within sixty (60) days,
18 information collected in accordance with this section to permit the County to
19 respond to a request by an Individual for an accounting of disclosures of PHI.

20 (3) Contractor shall have available for the County the information required by this
21 section for the six (6) years preceding the County's request for information
22 (except the Contractor need have no information for disclosures occurring
23 before April 14, 2003).

24 D. Make available to the County, or to the Secretary of Health and Human Services,
25 Contractor's internal practices, books and records relating to the use of and
26 disclosure of PHI for purposes of determining Contractor's compliance with the
27 Privacy Rule, subject to any applicable legal restrictions.

28 E. Within thirty (30) days of receiving a written request from County, make available
29 any and all information necessary for County to make an accounting of disclosures
30 of County PHI by Contractor.

31 F. Within thirty (30) days of receiving a written request from County, incorporate any
32 amendments or corrections to the PHI in accordance with the Privacy Rule in the
33 event that the PHI in Contractor's possession constitutes a Designated Record
34 Set.

35 G. Not make any disclosure of PHI that County would be prohibited from making.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
FORWARD ADVANTAGE, INC.

1 **6. Access to ePHI, Amendment and Disclosure Accounting.** In the event contractor
2 needs to create or have access to County ePHI, Contractor agrees to:

- 3 A. Implement and maintain reasonable and appropriate administrative, physical, and
4 technical safeguards to protect the confidentiality of, the integrity of, the availability
5 of, and authorized persons' accessibility to, County ePHI as applicable under the
6 terms and conditions of the Underlying Agreement. The ePHI shall include that
7 which the Contractor may create, receive, maintain, or transmit on behalf of the
8 County.
- 9 B. Ensure that any agent, including a subcontractor, to whom Contractor provides
10 ePHI agrees to implement reasonable and appropriate safeguards.
- 11 C. Report to County any security incident of which Contractor becomes aware that
12 concerns County ePHI.

13 **7. Term and Termination.**

- 14 A. Term – this Addendum shall commence upon the Effective Date and terminate
15 upon the termination of the Underlying Agreement, except as terminated by
16 County as provided herein.
- 17 B. Termination for Breach – County may terminate this Addendum, effective
18 immediately, without cause, if County, in its sole discretion, determines that
19 Contractor has breached a material provision of this Addendum. Alternatively,
20 County may choose to provide Contractor with notice of the existence of an
21 alleged material breach and afford Contractor with an opportunity to cure the
22 alleged material breach. In the event Contractor fails to cure the breach to the
23 satisfaction of County in a timely manner, County reserves the right to immediately
24 terminate this Addendum.
- 25 C. Effect of Termination – upon termination of this Addendum, for any reason,
26 Contractor shall return or destroy all PHI and/or ePHI received from the County, or
27 created or received by Contractor on behalf of County, and, in the event of
28 destruction, Contractor shall certify such destruction, in writing, to County. This
29 provision shall apply to all PHI and/or ePHI which is in possession of
30 subcontractors or agents of Contractor. Contractor shall retain no copies of the
31 PHI and/or ePHI.
- 32 D. Destruction not Feasible – in the event that Contractor determines that returning or
33 destroying the PHI and/or ePHI is not feasible, Contractor shall provide written
34 notification to County of the conditions which make such return or destruction not
35 feasible. Upon determination by Contractor that return or destruction of PHI
36 and/or ePHI is not feasible, Contractor shall extend the protections of this
37 Addendum to such PHI and/or ePHI and limit further uses and disclosures of such

HIPAA BUSINESS ASSOCIATE AGREEMENT

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FORWARD ADVANTAGE, INC.

1 PHI and/or ePHI to those purposes which make the return or destruction not
2 feasible, for so long as Contractor maintains such PHI and/or ePHI.

3 **8. Hold Harmless/Indemnification**

4 Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts
5 and Departments of the County, their respective directors, officers, Board of
6 Supervisors, elected and appointed officials, employees, agents and representatives
7 from any liability whatsoever, based or asserted upon any services of Contractor, its
8 officers, employees, subcontractors, agents or representatives arising out of or in any
9 way relating to this Addendum, including but not limited to property damage, bodily
10 injury, or death or any other element of any kind or nature whatsoever including fines,
11 penalties or any other costs and resulting from any reason whatsoever arising from
12 the performance of Contractor, its officers, agents, employees, subcontractors, agents
13 or representatives from this Addendum. Contractor shall defend, at its sole expense,
14 all costs and fees including but not limited to attorney fees, cost of investigation,
15 defense and settlements or awards all Agencies, Districts, Special Districts and
16 Departments of the County, their respective directors, officers, Board of Supervisors,
17 elected and appointed officials, employees, agents and representatives in any claim
18 or action based upon such alleged acts or omissions.

19 With respect to any action or claim subject to indemnification herein by Contractor,
20 Contractor shall, at their sole cost, have the right to use counsel of their choice,
21 subject to the approval of County, which shall not be unreasonably withheld, and shall
22 have the right to adjust, settle, or compromise any such action or claim without the
23 prior consent of County; provided, however, that any such adjustment, settlement or
24 compromise in no manner whatsoever limits or circumscribes Contractor's
25 indemnification to County as set forth herein. Contractor's obligation to defend,
26 indemnify and hold harmless County shall be subject to County having given
27 Contractor written notice within a reasonable period of time of the claim or of the
28 commencement of the related action, as the case may be, and information and
29 reasonable assistance, at Contractor's expense, for the defense or settlement thereof.
30 Contractor's obligation hereunder shall be satisfied when Contractor has provided to
31 County the appropriate form of dismissal relieving County from any liability for the
32 action or claim involved.

33 The specified insurance limits required in the Underlying Agreement of this Addendum
34 shall in no way limit or circumscribe Contractor's obligations to indemnify and hold
35 harmless the County herein from third party claims arising from the issues of this
36 Addendum.

37 In the event there is conflict between this clause and California Civil Code Section
38 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
39 interpretation shall not relieve the Contractor from indemnifying the County to the
40 fullest extent allowed by law.

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Between the County of Riverside and
FORWARD ADVANTAGE, INC.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule, Security Rule, and HIPAA generally.

B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.

C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.

E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

CONTRACTOR
Forward Advantage, Inc.

COUNTY

By:  _____

By: _____

Mike Knebel, Vice President, Sales
Print Name and Title

Print Name and Title

December 23, 2009
Date

Date