



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-13298; Amendment No.: 6

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-13298) with Net Health Systems, Inc. to add the Acute Physical Therapy and Home Exercise and Predictive Analytics modules, extending the agreement term for an additional twenty-nine (29) month period (January 30, 2022 through June 30, 2024) for a revised full agreement term of August 31, 2016 through June 30, 2024, and adding \$24,009 for a revised total agreement amount not to exceed \$347,429.

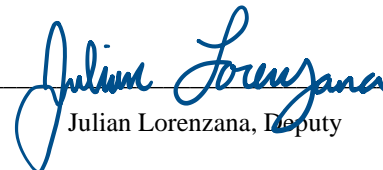
PASSED AND ADOPTED on this 8th day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 8, 2021.

Dated: May 14, 2021
File ID: A 21-232
Agenda Item No.: 32

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

AMENDMENT NO. 6
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER

THIS AMENDMENT NO. 6 TO MASTER AGREEMENT (this "Amendment No. 6") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address of 40 24th Street, Pittsburgh, Pennsylvania 15222 ("Net Health") and the County of Monterey on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional \$43,685 thereby increasing the total Agreement amount to \$99,635;

WHEREAS, the Agreement expired on January 29, 2019;

WHEREAS, Net Health and CUSTOMER again amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional \$173,130 for a revised total Agreement amount of \$272,765.00;

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional \$44,180 for a revised total agreement amount of \$316,945; and

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional \$4,335 for a revised total agreement amount of \$321,280; and

WHEREAS, the Parties amended the Agreement effective February 15, 2021 via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5, to be coterminous with Exhibit A-2, adding an additional \$2,140 for a revised total agreement amount not to exceed \$323,420; and

WHEREAS, the Parties now desire to amend the Agreement via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program, Outcomes Management System, and Physical Therapy Acute

modules by virtue of Exhibit A-6, to be coterminous with Exhibit A-2, adding an additional \$24,009 for a revised total agreement amount not to exceed \$347,429.

AGREEMENT

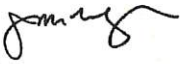
NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 6 and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:


1. Recitals. The above Recitals are incorporated herein by reference.
2. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 6 shall control. Except as set forth in this Amendment No. 6, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed effective as the date signed by the last Party.

NET HEALTH SYSTEMS, INC.

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD
MEDICAL CENTER

By: 

By:  for Gary R Gray

Name: Joshua M. Moyer

Name: Kristeen Aldrich

Title: General Counsel

Title: Deputy Purchasing Agent

Date: Feb 25, 2021

Date: 10-10-21

Reviewed and approved as to form.



Deputy County Counsel
April 28, 2021

Reviewed for Fiscal Provisions



Chief Deputy Auditor-Controller
4-28-2021

EXHIBIT A-6
TO
Master Agreement
PURCHASE SCHEDULE



This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this _____ day of February, 2021 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

MONTHLY SUBSCRIPTION						
Coterminous with PS dated 1/30/2019						
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Monthly Fees / Unit	Total Monthly Fees
REx-BioEx	BioEx - Home Exercise Program 15 Users	1	\$250	\$250	\$105	\$105
REx-FOTO	FOTO - Outcomes Manager and Patient Inquiry 15 Users	1	\$399	\$399	\$425	\$425
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				\$649		\$530
Deposit Required Upon Execution of This Purchase Schedule: (See below)				\$1,384.50		


Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue with respect to each of the Software and/or Interface(s) set forth above, as applicable, for the specified number of months set forth above following the date of acceptance of the Software and/or Interface(s), as applicable.

Payment Terms. For the Software, Interface(s), and any related services set forth in this Purchase Schedule, as applicable, CUSTOMER shall pay to Net Health fifty percent (50.0%) of the one-time Fees, plus the first two payments of monthly Fees at the time of execution of this Purchase Schedule. CUSTOMER shall pay to Net Health the remaining fifty percent (50.0%) of the one-time Fees at the time the Software or Interface(s), as applicable, is accepted by CUSTOMER in accordance with the Agreement. Monthly Fees are payable by CUSTOMER to Net Health on a monthly basis, shall commence with respect to each product upon acceptance thereof and continue thereafter for the Initial Term. Net Health will invoice CUSTOMER on or about the first (1st) calendar day of each month, and payments shall be due on the fifteenth (15th) of each month. CUSTOMER's deposit of the first two payments of Monthly Fees will be applied to CUSTOMER's first two months of use of the Software and/or Interfaces, as applicable. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card and ACH. Additional fees will apply to payments made by credit card.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

Net Health Systems, Inc.

By: 
Name: Joshua M. Moyer
Title: General Counsel

The County of Monterey on behalf of Natividad Medical Center

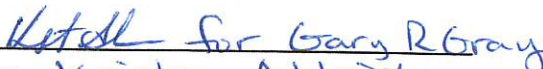
By: 
Name: Kristen Aldrich
Title: Deputy Purchasing Agent

EXHIBIT A-6
TO
Master Agreement
PURCHASE SCHEDULE



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ANNUAL SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)		3				
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
	ReDoc xfit Natividad Medical Center 1441 Constitution Blvd. Salinas CA 93906					
REx-Acute	Acute Module	1	\$5,000	\$5,000	\$12,000	\$12,000
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				\$5,000		\$12,000
Deposit Required Upon Execution of This Purchase Schedule: (See below)				\$14,500.00		


Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue with respect to each of the Licensed Software and/or Interface(s) set forth above, as applicable, for the specified number of years set forth above following the date of acceptance of the Licensed Software and/or Interface(s), as applicable.

Payment Terms. For the Licensed Software, Interface(s), and any related services set forth in this Purchase Schedule, as applicable, CUSTOMER shall pay to Net Health fifty percent (50.0%) of the one-time Fees, plus the first payment of annual Fees at the time of execution of this Purchase Schedule. CUSTOMER shall pay to Net Health the remaining fifty percent (50.0%) of the one-time Fees at the time the Licensed Software, or Interface(s), as applicable, is accepted by CUSTOMER in accordance with the Agreement. Annual Fees are payable by CUSTOMER to Net Health on an annual basis and shall commence upon acceptance, and continue thereafter for the Purchase Schedule Initial Term. Net Health will invoice CUSTOMER on or about the first (1st) calendar day of the month for each new annual period, and payments shall be due on the fifteenth (15th) of such month. CUSTOMER's deposit of the first payment of annual Fees will be applied to CUSTOMER's first year of use of the Licensed Software, or Interface(s), as applicable. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card and ACH. Additional fees will apply to payments made by credit card.

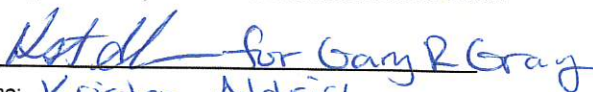
CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule effective date.

Net Health Systems, Inc.

By: 
Name: Joshua Moyer
Title: General Counsel

The County of Monterey on behalf of Natividad Medical Center

By: 
Name: Kristen Aldrich
Title: Deputy Purchasing Agent