



## Monterey County Board of Supervisors

### Board Order

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1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

**Agreement No.: A-13298 ; Amendment No.: 8**

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 8 to the agreement (A-13298) with Net Health Systems, Inc. to add funds to the software licensing agreement for physical therapy outpatient, scheduling, home exercise, analytics (ReDoc xFit) and Agility packages, adding \$16,216 for a revised total Agreement amount not to exceed \$598,829, with no change to the agreement term of August 31, 2016 through November 30, 2024.

PASSED AND ADOPTED on this 4<sup>th</sup> day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams  
NOES: None  
ABSENT: None

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 4, 2024.

Dated: June 5, 2024  
File ID: A 24-227  
Agenda Item No.: 23

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

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 8  
TO MASTER AGREEMENT  
BETWEEN NET HEALTH SYSTEMS, INC., AND  
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER**

THIS AMENDMENT NO. 8 TO MASTER AGREEMENT (this "Amendment No. 8") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address at 40 24th Street, Pittsburgh, PA 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 \$43,685.00 thereby increasing the total Agreement amount to \$99,635.00;

**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 \$173,130.00 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 \$44,180.00 for a revised total agreement amount of \$316,945.00;

**WHEREAS**, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional \$4,335.00 for a revised total agreement amount of \$321,280.00;

**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 of \$323,420.00;

**WHEREAS**, the Parties amended the Agreement effective June 8, 2021 via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program module and Outcomes Management System module to be coterminous with Exhibit A-2, and Physical Therapy Acute module, extending the Purchase Schedule Term through June 30, 2024 by virtue of Exhibit A-6, adding an additional \$24,009.00 for a revised total agreement of \$347,429.00;

**WHEREAS**, the Parties amended the Agreement effective January 30, 2022 via Amendment No. 7 to extend the Purchase Schedule Term for ReDoc xfit Software, ReDoc Physical Therapy Home Exercise Program module, Outcomes Management System module, and AgilityEH by virtue of Exhibit A-7 and Exhibit A-8, to be coterminous with Purchase Schedule #7, adding an additional \$235,184.00 for a revised total agreement of \$582,613.00; and

AMENDMENT NO. 8 TO MASTER AGREEMENT

(ORIGINAL AGREEMENT NO. A-13298)

**WHEREAS**, the Parties now desire to amend the Agreement via this Amendment No. 8 to add an additional \$16,216.00 for a revised total Agreement amount of \$598,829.00 with no changes to the scope of work or term of Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants, agreements, and representations set forth in this Amendment No. 8, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto intending to be legally bound agree as follow:

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 No. 8 and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 8 shall control. Except as set forth in this Amendment No. 8, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

**Signature page to follow**

AMENDMENT NO. 8 TO MASTER AGREEMENT

(ORIGINAL AGREEMENT NO. A-13298)

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 8 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

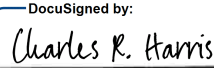
By: 

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

Date: 5/1/2024

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER


By:  DocuSigned by: Charles R. Harris  
4E1F837D204E481...

Name: Charles R. Harris

Title: CEO

Date: 6/12/2024 | 8:54 AM PDT

APPROVED AS TO LEGAL PROVISIONS

By:  DocuSigned by: Monterey County Deputy County Counsel  
690521D44E4341D

Date: 5/1/2024 | 8:56 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By:  DocuSigned by: Patricia Ruiz  
E79E2A5E7A5E6  
Monterey County Deputy Auditor Controller

Date: 5/2/2024 | 7:18 AM PDT