

**RENEWAL AND AMENDMENT NO. 10
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC., AND
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER**

THIS RENEWAL AND AMENDMENT NO. 10 TO MASTER AGREEMENT (this "Renewal and Amendment No. 10") 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, the Parties 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; and

WHEREAS, the Agreement expired on January 29, 2019; and

WHEREAS, the Parties renewed and 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; and

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; and

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional \$4,335.00 for a revised total agreement amount of \$321,280.00; 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 of \$323,420.00; and

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; and

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

WHEREAS, the Parties amended the Agreement effective June 12, 2024 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; and

WHEREAS, the Parties amended the Agreement effective November 21, 2024 via this Amendment No. 9 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-9 through November 30, 2025, and Agility EH by virtue of Exhibit A-9.1 through November 30, 2025, adding an additional \$81,788 for a revised total Agreement amount of \$680,617; and

WHEREAS, the Agreement expired on November 30, 2025; and

WHEREAS, the Parties now desire to renew and amend the Agreement via this Renewal and Amendment No. 10 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-10 through November 30, 2027, and Agility EH by virtue of Exhibit A-10.1 through November 30, 2027, adding an additional \$175,807 for a revised total Agreement amount of \$856,424.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and representations set forth in this Renewal and Amendment No. 10, 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. Section 1 (a) shall be amended to the following:
 "License Grant. Subject to the terms and condition and limitations set forth in this Agreement, Net Health hereby grants to CUSTOMER, and CUSTOMER accepts and receives the non-exclusive, non-transferable licenses more fully described in the Purchase Schedules (the "Licensed Software") titled as Exhibit A-10 and Exhibit A-10.1 attached hereto this Renewal and Amendment No. 10 and all related materials and services supplied by Net Health hereunder in accordance with the documentation provided by Net Health for the number of designated sites and healthcare providers/users (each an "Authorized Site/Provider") as set forth in the Purchasing Schedules.
3. Effect on Agreement. In the event of a conflict between the terms and conditions of this Renewal and Amendment No. 10 and the terms and conditions of the Agreement, Amendment No. 1, Renewal and Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No.8, and Amendment No. 9, the terms and conditions of this Renewal and Amendment No. 10 shall control. Except as set forth in this Renewal and Amendment No. 10, 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

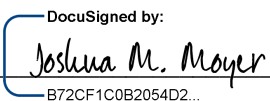
RENEWAL AND AMENDMENT NO. 10 TO MASTER AGREEMENT

(ORIGINAL AGREEMENT NO. A-13298)

IN WITNESS WHEREOF, the Parties have caused this Renewal and Amendment No. 10 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

**COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER**

By:  _____
B72CF1C0B2054D2...

By: _____

Name: Joshua M. Moyer

Name: Charles R. Harris

Title: Chief Risk Officer & General Counsel

Title: CEO

Date: 12/15/2025 | 1:20 PM PST

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor Controller

Date: _____



Exhibit A-10
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective 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").

Annual SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)			2	BILLING START DATE:		December 1, 2025
SKU Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
Natividad Medical Center - 1441 Constitution Boulevard, Salinas, CA 93906						
REx-HC ANNUAL-PS-R REx-EFAX-IBOB REx-OPERATIONAL ANALYTICS REx-FOTOOM REx-SCH REx-HOSP-CLI REx-HOSP-BILL REx-HOSP-ADT	Net Health ReDoc for Hospital Outpatient Includes the following features: <ul style="list-style-type: none"> • Annual Health Checks billed annually • E-Fax Module IB/OB • Missed Visit Predictor • FOTO Patient Outcomes Manager • Scheduling Interface • Clinical Documentation Interface Hospital • Billing Interface Hospital • ADT Interface Hospital 	1	\$0.00	\$0.00	\$71,791.88	\$71,791.88
REx-HOSP-NC	Net Health Therapy for Hospital Outpatient Non-Clinical User	3	\$0.00	\$0.00		Included Above
REx-HOSP-PT	Net Health Therapy for Hospital Outpatient Part Time/PRN	5	\$0.00	\$0.00		Included Above
REx-HOSP-FT	Net Health Therapy for Hospital Outpatient Full Time	11	\$0.00	\$0.00		Included Above
REx-BIOEX	BioEx (Home Exercise Program)	16	\$0.00	\$0.00		Included Above
REx-INPHONEC500	Inphonite Call Reminder Credits (500 credits)	1	\$0.00	\$0.00		Included Above
REx-EFAXUSE-IBOB	E-Fax Module IB/OB (per page)	1	\$0.00	\$0.00	\$0.07	Variable
REx-PEM-SSR REx-PEM-RM REx-PEM-EM REx-PEM-DI	Net Health Patient Engagement Suite for ReDoc Includes the following features: <ul style="list-style-type: none"> • Self Scheduling Requests • Reputation Management • Email Marketing and Patient Messaging • Digital Intake 	1	\$0.00	\$0.00		Included Above
REx-PEM	Patient Engagement Suite (1st Site)	1	\$0.00	\$0.00		Included Above
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				\$0.00		\$71,791.88

**EXHIBIT A-10 continued****NET HEALTH REDOC PERFORMANCE HEALTH CHECK STATEMENT OF WORK****DESCRIPTION OF CONSULTING SERVICES:**

NET HEALTH REDOC 360 PERFORMANCE HEALTH CHECK - Net Health shall provide a liaison to review current ReDoc features, configurations, and workflows to determine opportunities for improved patient outcomes, financial performance and visit management. At the end of the engagement, you will receive a ReDoc Performance Health Check Analysis Report detailing the results of your review and align recommendations to optimize your clinical and business operations.

Services will be provided in accordance with the following Phases:

PHASE 1 (DATA COLLECTION)

GOAL: *Identify the critical clinical and operational data collection endpoints supporting the work performed within the outpatient therapy department.*

1. Schedule a call (1 hour) to formally introduce the Health Check process
2. Discuss how ReDoc Performance Health Check will be conducted
3. Discuss the overall flow of clinical and operational staff and the department's workflow

PHASE 2 (CONDUCT USER ANALYSIS FOR LEADING PRACTICE)

GOAL: *Conduct a targeted Needs Analysis to examine client's current ReDoc features, configurations, and operational processes to determine opportunities for workflow and performance improvement.*

1. Review currently activated features and configurations within ReDoc (Registration, Scheduling, Documentation, Reports, Patient Outcomes)
2. Conduct a ReDoc User and Performance Analysis for leading practices
3. Completion of a ReDoc Utilization Scorecard
4. Assess and quantify key performance indicator opportunities to enhance patient outcomes, financial performance, and visit management. Client's key performance indicators will be ranked against the top performers within the ReDoc database.

PHASE 3 (POST- REDOC PERFORMANCE HEALTH CHECK RESULTS)

GOAL: *Review findings and recommendations to establish processes to close deficiencies, optimize clinical, operational, financial, and compliance processes to optimize ReDoc and clinic performance.*

1. Schedule a call (1-2 hours) to review HealthCheck findings
2. Discuss next steps to leverage opportunities available within ReDoc



Exhibit A-10.1
To
Master Agreement

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective as of the date of last signature below ("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").

Annual SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)			2	BILLING START DATE:		December 1, 2025
SKU Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
Natividad Medical Center - 1441 Constitution Boulevard, Salinas, CA 93906						
AG-EH-HOSP-H	EH 1st Hospital Site (includes 5 concurrent users per hospital)	1	\$0.00	\$0.00	\$13,926.24	\$13,926.24
AG-IBHOSP-DEV-H	Immunization Export to State Registry Interface - Setup	1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
AG-IBHOSP-H	Immunization Export to State Registry Interface	1	\$0.00	\$0.00	\$1,800.00	\$1,800.00
AG-EH-ADD HOSPSUP-H	Additional EH Hospital Site - Perpetual Maintenance / Support	1	\$0.00	\$0.00	\$0.00	\$0.00
AG-ADOBE-H	Adobe Standard Monthly Subscription License	1	\$0.00	\$0.00	\$385.20	\$385.20

TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				\$2,500.00		\$16,111.44
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