

County of Monterey

Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901



Meeting Agenda - Final

Friday, January 16, 2026

12:00 PM

**50+ page Advance Reports for the Board of Supervisors meeting on Tuesday,
January 27, 2026.**

Advance Reports Over 50 Pages

The following reports are scheduled for the Board of Supervisors meeting on Tuesday, January 27, 2026. The reports are being distributed 11 + days prior to the Board of Supervisors meeting due to the large volume of information. These reports are not numbered at this time.

Natividad Medical Center - Consent

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 10 to the agreement (A-13298) with Net Health Systems, Inc. for rehabilitation documentation software and licenses, extending the agreement an additional two (2) year period (December 1, 2025 through November 30, 2027) for a revised full agreement term of August 31, 2016 through November 30, 2027 and adding \$175,807 for a revised total agreement amount not to exceed \$856,424.

Attachments:

[Board Report](#)
[Net Health Systems Inc Renewal and Amendment 10](#)
[Net Health Systems Inc Amendment 9](#)
[Net Health Systems Inc Amendment 8](#)
[Net Health Systems Inc Amendment 7](#)
[Net Health Systems Inc Amendment 6](#)
[Net Health Systems Inc Amendment 5](#)
[Net Health Systems Inc Amendment 4](#)
[Net Health Systems Inc Amendment 3](#)
[Net Health Systems Inc Renewal and Amendment 2](#)
[Net Health Systems Inc Amendment 1](#)
[Net Health Systems Inc Agreement](#)



County of Monterey

Board Report

Legistar File Number: A 26-017

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/9/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 10 to the agreement (A-13298) with Net Health Systems, Inc. for rehabilitation documentation software and licenses, extending the agreement an additional two (2) year period (December 1, 2025 through November 30, 2027) for a revised full agreement term of August 31, 2016 through November 30, 2027 and adding \$175,807 for a revised total agreement amount not to exceed \$856,424.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 10 to the agreement (A-13298) with Net Health Systems, Inc. for rehabilitation documentation software and licenses, extending the agreement an additional two (2) year period (December 1, 2025 through November 30, 2027) for a revised full agreement term of August 31, 2016 through November 30, 2027 and adding \$175,807 for a revised total agreement amount not to exceed \$856,424.

SUMMARY:

Natividad Medical Center's (NMC) outpatient Physical Therapy, Occupational Therapy and Speech Therapy Departments currently uses the ReDoc software in conjunction with the hospital's Meditech system for scheduling and billing. ReDoc is in use as Meditech does not presently offer an outpatient solution for Therapy medical record documentation. Net Health is a nationally recognized company that provides rehabilitation documentation software solutions to more than 500 outpatient therapy sites and is considered an industry leader for outpatient therapy online documentation.

DISCUSSION

Net Health's enterprise solution provides therapists and therapy teams with the tools they need to operate efficiently, stay compliant, and enhance patient care and outcomes. Outpatient Therapy is strictly regulated by regulatory agencies, and the ReDoc software keeps current with changes in regulations and billing requirements. Patient care is also enhanced by using ReDoc, as the software allows the therapist to generate comprehensive reports that convey medical necessity and functional

outcomes to send to the patient's provider. Additional benefits of using ReDoc, is the software's ability to alert the therapist to any billing or coding errors and provides reminders for critical events, such as progress reports, re-certifications, and re-authorizations, all while tracking Medicare Cap limits. The ReDoc software also provides appointment scheduling, patient reminders, robust analytics, billing, and management reports. ReDoc also provides point-of-care alerts to the therapist related to therapy caps, re-authorization requirements, and other critical events during the patient's therapy.

In addition, Natividad Medical Center (NMC) utilizes Net Health's AgilityEH software package for the purpose of recording and tracking services that are provided to employees by the Employee Health Department. This software allows Natividad Medical Center (NMC) to better monitor and report services rendered, such as TB Screening, Respiratory Fit Testing, Exposure Management and Vaccination Administration to meet regulatory requirements for employee health services.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 10 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 10 has also been reviewed and approved by Natividad Medical Center's (NMC) Finance Committee and by its Board of Trustees on January 9, 2026.

FINANCING:

The cost for this renewal and amendment No. 10 is \$175,807 of which \$71,792 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

This agreement is for a software system which improves data processing at Natividad Medical Center (NMC). By enhancing documentation accuracy and regulatory compliance, this system supports patient safety and ensures resilient healthcare operations. Additionally, the use of this system directly contributes to a more efficient and effective use of resources within the organization.

- Well-Being and Quality of Life
- Sustainable Infrastructure for Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Administrative

Prepared by: Raquel Mojica, IT Business Applications Manager, 831-783-2812

Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):

Board Report

Net Health Systems Inc Renewal and Amendment 10

Net Health Systems Inc 9
Net Health Systems Inc 8
Net Health Systems Inc 7
Net Health Systems Inc 6
Net Health Systems Inc 5
Net Health Systems Inc 4
Net Health Systems Inc 3
Net Health Systems Inc 2
Net Health Systems Inc 1
Net Health Systems Inc Original Agreement

Attachments on file with the Clerk of the Board



County of Monterey

Board Report

Legistar File Number: A 26-017

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/9/2026

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 10 to the agreement (A-13298) with Net Health Systems, Inc. for rehabilitation documentation software and licenses, extending the agreement an additional two (2) year period (December 1, 2025 through November 30, 2027) for a revised full agreement term of August 31, 2016 through November 30, 2027 and adding \$175,807 for a revised total agreement amount not to exceed \$856,424.

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It is recommended the Board of Supervisors:

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DISCUSSION

Net Health's enterprise solution provides therapists and therapy teams with the tools they need to operate efficiently, stay compliant, and enhance patient care and outcomes. Outpatient Therapy is strictly regulated by regulatory agencies, and the ReDoc software keeps current with changes in regulations and billing requirements. Patient care is also enhanced by using ReDoc, as the software allows the therapist to generate comprehensive reports that convey medical necessity and functional outcomes to send to the patient's provider. Additional benefits of using ReDoc, is the software's

ability to alert the therapist to any billing or coding errors and provides reminders for critical events, such as progress reports, re-certifications, and re-authorizations, all while tracking Medicare Cap limits. The ReDoc software also provides appointment scheduling, patient reminders, robust analytics, billing, and management reports. ReDoc also provides point-of-care alerts to the therapist related to therapy caps, re-authorization requirements, and other critical events during the patient's therapy.

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FINANCING:

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- Well-Being and Quality of Life
- Sustainable Infrastructure for Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
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Prepared by: Raquel Mojica, IT Business Applications Manager, 831-783-2812

Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):

Board Report

Net Health Systems Inc Renewal and Amendment 10

Net Health Systems Inc 9

Net Health Systems Inc 8
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Net Health Systems Inc 4
Net Health Systems Inc 3
Net Health Systems Inc 2
Net Health Systems Inc 1
Net Health Systems Inc Original Agreement

Attachments on file with the Clerk of the Board

**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

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.

By:  Joshua M. Moyer
B72CF1C0B2054D2...

Name: Joshua M. Moyer
Title: Chief Risk Officer & General Counsel
Date: 12/15/2025 | 1:20 PM PST

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

By: _____
Name: Charles R. Harris
Title: CEO
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 <i>Non-Clinical User</i>	3	\$0.00	\$0.00		Included Above
REx-HOSP-PT	Net Health Therapy for Hospital Outpatient <i>Part Time/PRN</i>	5	\$0.00	\$0.00		Included Above
REx-HOSP-FT	Net Health Therapy for Hospital Outpatient <i>Full Time</i>	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



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.: 9

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 9 to the agreement (A-13298) with Net Health Systems, Inc. for physical therapy outpatient, scheduling, home exercise, analytics (ReDoc xFit) and Agility packages,, extending the agreement an additional one (1) year period (December 1, 2024 through November 30, 2025) for a revised full agreement term of August 31, 2016 through November 30, 2025, and adding \$81,788 for a revised total agreement amount not to exceed \$680,617.

PASSED AND ADOPTED on this 12th day of November 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 November 12, 2024.

Dated: November 18, 2024

File ID: A 24-495

Agenda Item No.: 31

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

A blue ink signature of Valerie Ralph.

Vicente Ramirez, Deputy

**AMENDMENT NO. 9
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC., AND
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER**

THIS AMENDMENT NO. 9 TO MASTER AGREEMENT (this "Amendment No. 9") 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; and

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

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; 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 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 now desire to amend the Agreement via this Amendment No. 9 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-9 through November 31, 2025, and Agility EH by virtue of Exhibit A-9.1 through November 31, 2025, adding an additional \$81,788 for a revised total Agreement amount of \$680,617.

AGREEMENT

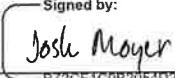
NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and representations set forth in this Amendment No. 9, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto intending to be legally bound agree as follow:

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 as attached to the Master Agreement, Exhibit A-1 as attached to Amendment No. 1, Exhibit A-2 as attached to Renewal & Amendment No. 2, Exhibit A-3 as attached to Amendment No. 3, Exhibit A-5 as attached to Amendment No. 5, and Exhibit A-6 as attached to Amendment No. 6, Exhibit A-7 and A-8 attached hereto this Amendment No. 7, plus Exhibit A-9 and Exhibit A-9.1 attached hereto this Amendment No. 9 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 Amendment No. 9 and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 9 shall control. Except as set forth in this Amendment No. 9, 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

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 9 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

Signed by:
By: 
B72CF1C0B2054D2

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

Date: 9/25/2024 | 11:51 AM PDT

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

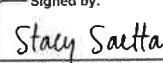
DocuSigned by:
By: 
4E1F837D204E481...

Name: Charles R. Harris

Title: CEO

Date: 11/21/2024 | 8:38 AM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: 
698221D44C1541P
Monterey County Deputy County Counsel

Date: 10/14/2024 | 3:45 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: 
698221D44C1541P
Monterey County Deputy Auditor Controller

Date: 10/16/2024 | 7:11 AM PDT

Exhibit A-9
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 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/YEARLY PAYMENTS)		1	BILLING START DATE:		December 1, 2024
SKU Code	Description - Authorized Site/Providers		Qty	Total One-Time Fees	Annual Fees/Unit
1 Location					
REx-HOSP-ADT REx-HOSP-BILL REx-HOSP-CLI REx-SCH REx-NHU-FT REx-NHU-PT REx-HCANNUAL-PS-R REx-EFAXIBOB-S-R REx-EFAX-IBOB REx-OPERATIONAL-NALYTICS	Net Health Therapy for Hospital Outpatient Includes the following features: <ul style="list-style-type: none"> • ADT Interface Hospital • Billing Interface Hospital • Clinical Interface Hospital • Scheduling Interface • NetHealth University - FT • NetHealth University - PT/PRN • Annual Health Checks (billed monthly) • E-Fax Module IB/OB Setup Fee billed monthly • E-Fax Module IB/OB • Missed Visit Predictor 		1	\$0.00	\$68,411.88
REx-HOSP-NC	Net Health Therapy for Hospital Outpatient - Non-Clinical User	2			Included Above
REx-HOSP-PT	Net Health Therapy for Hospital Outpatient - Part Time/PRN	5			Included Above
REx-HOSP-FT	Net Health Therapy for Hospital Outpatient - Full Time	11			Included Above
REx-EFAXUSE-IBOB	E-Fax Module IB/OB (per page)	1		\$0.07	Variable
REx-PEM-S REx-PEM-DI REx-PEM-EM REx-PEM-RM REx-PEM-SSR REx-INPHONEC500 REx-INPHONE-DEV	Patient Engagement Suite for Therapy Includes the following features: <ul style="list-style-type: none"> • Patient Engagement Marketing Setup • Net Health Digital Intake • Net Health Email Marketing and Patient Messaging • Net Health Reputation Management • Net Health Self Scheduling Requests • Inphonite Call Reminder Credits (500 credits) (1) • Inphonite Interface Development 		1	\$0.00	Included Above
FO-OUTMCLINIC FO-OUTM FO-FOTOOM-T REx-BIOEX REx-BIOEX-S	<ul style="list-style-type: none"> • FOTO Patient Outcomes Manager System - Clinic Fees • FOTO Patient Outcomes Manager System - Clinician Fees (3) • FOTO Outcomes Manager Setup and Training Fee • BioEx (Home Exercise Program) (3) • BioEx (Home Exercise Program) Setup Fee 				

REx-PEM	Patient Engagement Suite (1st Site)	1			Included Above
REx-FOTOOM	FOTO Patient Outcomes Manager	13			Included Above
REx-BIOEX	BioEx (Home Exercise Program)	13			Included Above

TOTAL FEES ON SALES PROPOSAL (Applicable Taxes and Expenses Billed Separately)	\$0.00	\$68,411.88
--	---------------	--------------------

Pricing: Pricing is based on purchases made directly from Net Health Systems for specific licenses, quantities, license duration and purchase date. Alteration to any of these factors is subject to pricing change accordingly.

Exhibit A-9.1
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 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/YEARLY PAYMENTS)		1	BILLING START DATE:		December 1, 2024
SKU Code	Description - Authorized Site/Providers		Qty	Total One-Time Fees	Annual Fees/Unit
1 Location					
AG-EH-HOSP-H	EH 1st Hospital Site (includes 5 concurrent users per hospital)	1	\$0.00	\$13,015.20	\$13,015.20
AG-ADobe-H	Adobe Standard Monthly Subscription License	1	\$0.00	\$360.00	\$360.00
AG-EH- ADDHOSPSUP- H	Additional EH Hospital Site - Perpetual Maintenance/Support	1	\$0.00	\$0.00	\$0.00
TOTAL FEES ON SALES PROPOSAL (Applicable Taxes and Expenses Billed Separately)			\$0.00		\$13,375.21

Pricing: Pricing is based on purchases made directly from Net Health Systems for specific licenses, quantities, license duration and purchase date. Alteration to any of these factors is subject to pricing change accordingly.



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 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 4th 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

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

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: 
Josh Moyer

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

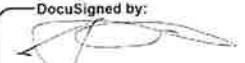
Date: 5/1/2024COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTERBy: 
Charles R. Harris
4E1F837D204E481...

Name: Charles R. Harris

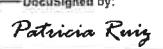
Title: CEO

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

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County CounselDate: 5/1/2024 | 8:56 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor ControllerDate: 5/2/2024 | 7:18 AM PDT



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 Luis A. Alejo to:

Agreement No.: A-13298; Amendment No.: 7

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 7 to the agreement (A-13298) with Net Health Systems, Inc. to renew the software licensing agreement for physical therapy outpatient, scheduling, home exercise, analytics (ReDoc xFit) and Agility modules retroactive from January 31, 2022 through November 30, 2024 and adding an additional \$235,184 for a revised total Agreement amount of \$582,613.
- b. Extend the existing agreement for inpatient rehabilitation (IP ReDoc) for five (5) months for a revised full agreement term of August 31, 2016 through November 30, 2024 to be coterminous with the ReDoc xFit modules agreement.

PASSED AND ADOPTED on this 26th day of April 2022, 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 April 26, 2022.

Dated: May 3, 2022

File ID: A 22-173

Agenda Item No.: 44

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

A blue ink signature of Julian Lorenzana, which is a cursive script of the name.

Julian Lorenzana, Deputy

**AMENDMENT NO. 7
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER**

THIS AMENDMENT No. 7 TO MASTER AGREEMENT (this "Amendment No. 7") 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; and

WHEREAS, Net Health and CUSTOMER 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; 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 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 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 for a revised total agreement amount not to exceed \$347,429; and

WHEREAS, the Parties now desire to amend the Agreement via Amendment No. 7 to extend the Purchase Schedule Term for the ReDoc xfit Software, ReDoc Physical Therapy Home Exercise Program module, Outcomes Management System module, and AgilityEH by virtue of Exhibit A-7 and A-8, to be coterminous with Purchase Schedule #7, adding an additional \$235,184 for a revised total Agreement amount of \$582,613.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 7 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. 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 as attached to the Master Agreement, Exhibit A-1 as attached to Amendment No. 1, Exhibit A-2 as attached to Renewal & Amendment No. 2, Exhibit A-3 as attached to Amendment No. 3, Exhibit A-5 as attached to Amendment No. 5, and Exhibit A-6 as attached to Amendment No. 6, plus Exhibit A-7 and A-8 attached hereto this Amendment No. 7, 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 Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 7 shall control. Except as set forth in this Amendment No. 7, 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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed effective retroactive to January 30, 2022.

NET HEALTH SYSTEMS, INC.

By: 

Name: Joshua Moyer

Title: Vice President & General Counsel

Date: Mar 16, 2022

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

By: 

Name: Charles R. Harris

Title: Interim CEO

Date: April 27, 2022

Reviewed and approved as to form.



Chief Deputy County Counsel
April 8, 2022

Reviewed as to fiscal provisions



4/11/2022

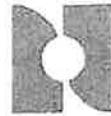


EXHIBIT A-7
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this January 30, 2022 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and 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 Purchase Schedule #7 dated June 22, 2021			BILLING START DATE		January 30, 2022
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, California 93906					
MONTHS 1-24 – 01-30-2022 thru 01-29-2024					
Annual Subscription Fees Includes:					
15 Full Time, 5 PT/PRN, 3 Non-Clinical Users; xfit Interfaces: ADT, DFT, Clinical, Scheduling; BioEx, FOTO, NHU, Inphonite, 360 Professional Services as set forth in the Statement of Work attached hereto in Exhibit A-7 Schedule 1 attached.	1		\$71,545.92		\$71,545.92
TOTAL FEES FOR MONTHS 1-24 (Applicable Taxes and Expenses Billed Separately)			\$0.00	\$71,545.92	\$71,545.92
Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Pro-Rated Annual Fees
MONTHS 25-34 – 01-30-2024 thru 11-30-2024					
Annual Subscription Fees Includes:					
15 Full Time, 5 PT/PRN, 3 Non-Clinical Users; xfit Interfaces: ADT, DFT, Clinical, Scheduling; BioEx, FOTO, NHU, Inphonite, 360 Professional Services as set forth in the Statement of Work attached hereto in Exhibit A-7 Schedule 1 attached.	1		\$71,545.92		\$59,621.60
TOTAL FEES FOR MONTHS 25-34 (Applicable Taxes and Expenses Billed Separately)			\$0.00		\$59,621.60

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 Billing Start Date.

Payment Terms. One-times Fees are due upon execution of this Purchase Schedule. Annual Fees are payable by CUSTOMER to Net Health on an Annual basis, shall commence on the Billing Start Date and continue thereafter for the Initial Term. Net Health will invoice CUSTOMER, and payments shall be due within fifteen (15) days of the invoice date. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card, and ACH. Additional fees may apply to payments made by credit card. Credit card or ACH payment is required for Monthly Fees totaling \$1,000 or less.



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: *Joshua Moyer*
Name: Joshua Moyer
Title: Vice President & General Counsel
Date: Apr 8, 2022

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

By: *Charles R Harris*
Name: Charles R. Harris
Title: CEO
Date: April 27, 2022



EXHIBIT A-7 • SCHEDULE 1

NET HEALTH THERAPY CORPORATE STANDARD WORKFLOW OPTIMIZATION STATEMENT OF WORK

DESCRIPTION OF CONSULTING SERVICES FOR THE CORPORATE STANDARD WORKFLOW OPTIMIZATION:

Net Health Therapy 360 Services will engage with the CUSTOMER and perform a Workflow Optimization assessment for the purposes of:

- Facilitating Care Transformation through the development and standardization of processes, workflows, documentation, and reporting
- Enhancing Financial Performance
- Reducing variation in care and service
- Achieving benchmark patient outcomes
- Building and maintaining the standard of care within the electronic health record

Services will be provided in accordance with the following Phases:

PHASE 1 – CUSTOMER CORPORATE STANDARD **NET HEALTH Therapy 360 Services**

Net Health Therapy audit of current hospital processes, documentation, and data flows to areas of improvement and identify specific opportunities for clinical, operational, regulatory, and economic/financial enhancement(s).

Objectives to meet during this time:

- Discuss, identify, and align each Corporate department's needs for Corporate wide key performance Indicators and tracking
- Review current policies and procedures to govern clinical and operational practices
- Based on a review of the organizations strategic goals, develop and review key performance indicators (KPIs) to drive hospital towards the achievement of its strategic goals and management decision making

PHASE 2 – WORKFLOW OPTIMIZATION REPORT OUT

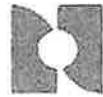
Following the Corporate Standard review, Workflow Optimization recommendations will be presented and reviewed with the CUSTOMER in the areas supporting clinical, operational and financial processes driving the care delivery model. Specifically:

- Identification of key process improvement drivers configured within the CUSTOMER Net Health Therapy platform to support CUSTOMER processes and best practice targets.
- Identification of workflows configured within the CUSTOMER Net Health Therapy platform to support your processes and best practice targets.

PHASE 3 – CONFIGURATION OF CORPORATE NET HEALTH THERAPY PARENT PLATFORM

- Incorporate Corporate Standard for Insurance Authorizations workflows
- Incorporate Corporate Standards for Scheduling Process and workflows
- Incorporate Corporate Standards for Pre-Registration, Registration and Re-Registration workflows
- Incorporate Corporate Standards for Coding and Billing Process and workflows

The Crane Building | 40 24th Street, 5th Floor | Pittsburgh, PA 15222
T 800 411 6281 | F 412 261 2210



- Incorporate Corporate Standards for Clinical Documentation and Operational workflows
- Incorporate Corporate Reporting for KPIs, Outcomes & Benchmarking and tracking utilization
- Incorporate Corporate Standards for Medical Records/HIM
- Incorporate Corporate Custom Questions to support other documentation opportunities not otherwise captured within a Net Health Therapy Form

PHASE 4 – AUTHORIZED SITE WORKFLOW OPTIMIZATION IMPLEMENTATION

Following the completion of the Corporate Standard Workflow Optimization steps outlined above, Net Health will conduct a remote review of the Authorized Sites' (as set forth in the Purchase Schedule) current processes and documentation/date flows, identify areas of improvement in best practice, and provide specific recommendations for CUSTOMER to improve clinical and operational workflow.

Specific services under this phase are:

- Review and streamline identified Clinical / Financial / & Operational Standards for each individual CUSTOMER rehabilitation department to align with Corporate structure.
- Review and streamline visit types and workflows for staff and providers to improve efficiencies at individual rehabilitation department.
- Review and streamline the clinical and operational needs to support documentation efficiencies within Net Health Therapy.
- Review and streamline current coding and billing workflows to support documentation efficiencies within Net Health Therapy.
- Review Reporting Dashboard Report Management via Net Health Therapy to manage the clinical, operational, and financial drivers within the rehabilitation department.

The right strategic partner provides the speed-to-benefit with a combination of leading practice expertise and strategic oversight to maximize outpatient rehab performance and growth. The expected outcome in performing the Workflow Optimization is to create a sustainable platform that allows for ongoing performance at a leading practice level.



EXHIBIT A-8
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this January 30, 2022 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and 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					
INITIAL TERM (NO OF YEARS/ANNUAL PAYMENTS: 2 Years 10 Months			BILLING START DATE:		January 30, 2022
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, California 93906					
MONTHS 1-24 – 01-30-2022 thru 01-29-2024					
AG-EH-HOSP-H Agility Employee Health 1 st Hospital Site (Up to 5 Users per Hospital)	1		\$11,220.00		\$11,220.00
AG-ADOBE-H Adobe Standard Monthly Subscription	1		\$240.00		\$240.00
AG-EH-ADDHOSPSUP-H Additional Employee Health Hospital Site Perpetual Maintenance/Support	1		\$0.00		\$0.00
TOTAL FEES FOR MONTHS 1-24 (Applicable Taxes and Expenses Billed Separately)			\$0.00	\$11,460.00	\$11,460.00
Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Pre-Rated Annual Fees
MONTHS 25-34 – 01-30-2024 thru 11-30-2024					
AG-EH-HOSP-H Agility Employee Health 1 st Hospital Site (Up to 5 Users per Hospital)	1		\$11,220.00		\$9,350.00
AG-ADOBE-H Adobe Standard Monthly Subscription	1		\$240.00		\$200.00
AG-EH-ADDHOSPSUP-H Additional Employee Health Hospital Site Perpetual Maintenance/Support	1		\$0.00		\$0.00
TOTAL FEES FOR MONTHS 25-34 (Applicable Taxes and Expenses Billed Separately)			\$0.00	\$9,550.00	\$9,550.00

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 Software and/or Interface(s) set forth above, as applicable, for the specified number of months set forth above following the Billing Start Date.

Payment Terms. One-times Fees are due upon execution of this Purchase Schedule. Annual Fees are payable by CUSTOMER to Net Health on an Annual basis, shall commence on the Billing Start Date and continue thereafter for the Initial Term. Net Health will invoice CUSTOMER, and payments shall be due within fifteen (15) days of the invoice date. Expenses are billed separately and payable in



accordance with the Agreement. Net Health accepts payment by check, credit card, and ACH. Additional fees may apply to payments made by credit card. Credit card or ACH payment is required for Monthly Fees totaling \$1,000 or less.

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: J. Moyer
Name: Joshua Moyer
Title: Vice President & General Counsel
Date: Apr 8, 2022

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

By: Charles R. Harris
Name: Charles R. Harris
Title: CEO
Date: April 27, 2022



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.

By: Joshua Moyer

Name: Joshua M. Moyer

Title: General Counsel

Date: Feb 25, 2021

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD
MEDICAL CENTER

By: Kristen Aldrich for Gary R Gray

Name: Kristen Aldrich

Title: Deputy Purchasing Agent

Date: 10-10-21

Reviewed and approved as to form.

Stacy L. Selle

Deputy County Counsel
April 28, 2021

Reviewed for Fiscal Provisions

gary k giboney

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: Joshua M. Moyer
 Name: Joshua M. Moyer

Title: General Counsel

The County of Monterey on behalf of Natividad Medical Center

By: Kristen Aldrich
 Name: Kristen Aldrich
 Title: Deputy Purchasing Agent

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").

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 xfil 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: Joshua Moyer

Name: Joshua Moyer

Title: General Counsel

The County of Monterey on behalf of Natividad Medical Center

By: Kristen Aldrich for Gary R Gray
Name: Kristen Aldrich
Title: Deputy Purchasing Agent

**AMENDMENT NO. 5
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER**

THIS AMENDMENT No. 5 TO MASTER AGREEMENT (this "Amendment No. 4") 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 now desire to amend the Agreement 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.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 5 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. 5 shall control. Except as set forth in this Amendment No. 5, 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.

By: Joshua M. Moyer

Name: Joshua M. Moyer

Title: General Counsel and Secretary

Date: Jan 28, 2021

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD
MEDICAL CENTER

By: Gary K. Giboney

Name: Gary K. Giboney

Title: CEO

Date: 2/15/21

Reviewed and approved as to form. 2/15/21.



Deputy County Counsel

Reviewed for Fiscal Provisions
2-15-2021



EXHIBIT A-5
TO
Master Agreement
PURCHASE SCHEDULE



This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 5th day of January, 2021 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and 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)		1				
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
	Agility Iron Bridge Immunization Registry Interface Development for Natividad Medical Center, located in California	1	\$1,000	\$1,000	\$0	\$0
	Iron Bridge Tier 2:(5,001-10,000 immunizations)	1	\$0	\$0	\$1,140	\$1,140
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				\$1,000		\$1,140
Deposit Required Upon Execution of This Purchase Schedule: (See below)					\$1,640.00	

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

Natividad Medical Center

By: George C. Clegg
 Name: George C. Clegg
 Title: CEO

AMENDMENT NO. 4 TO MASTER AGREEMENT

(ORIGINAL AGREEMENT No. A-13298)

AMENDMENT NO. 4
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER

THIS AMENDMENT No. 4 TO MASTER AGREEMENT (this "Amendment No. 4") 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 now desire to amend the Agreement to add \$4,335 in funding to the agreement to support potential future travel expenses incurred as a result of training requests by CUSTOMER for a total amount not to exceed \$321,280.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 4 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. 4 shall control. Except as set forth in this Amendment No. 4, 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.

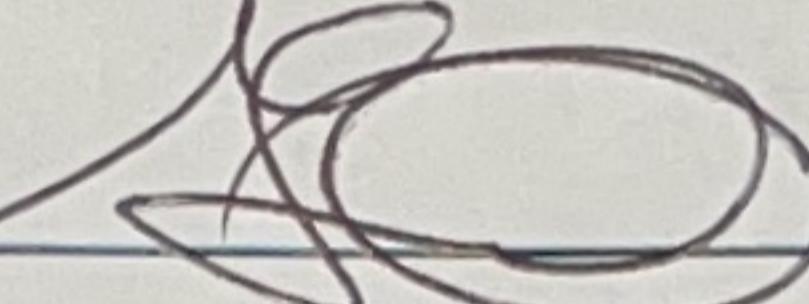
COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD
MEDICAL CENTER

DocuSigned by:
By: Joshua M. Moyer
478D7B838D34414

Name: Joshua M. Moyer

Title: General Counsel

Date: 11/19/2020

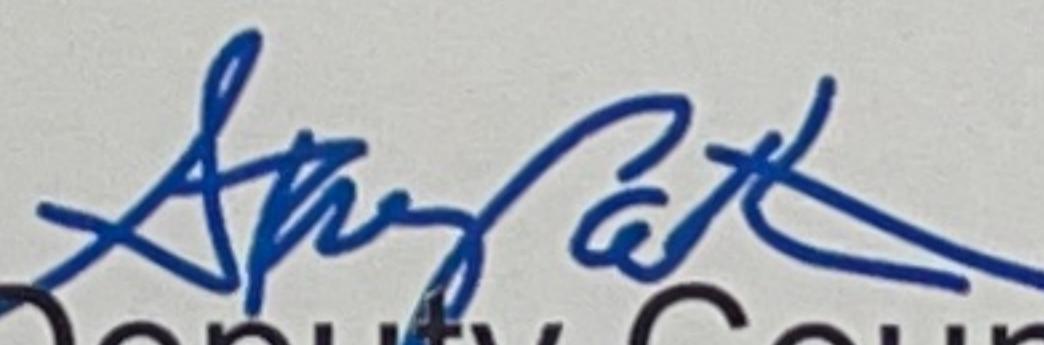
By: 

Name: Gary Cos

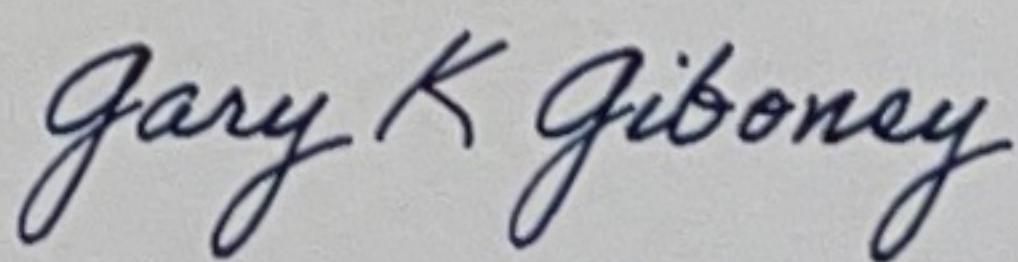
Title: CEO

Date: 12/28/2020

Approved as to form.


Deputy County Counsel
12/21/2020

Approved for Fiscal Provisions



12-21-2020



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 Luis A. Alejo to:

Agreement No. A-13298, Amendment No. 3

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-13298) with Net Health Systems, Inc. to add a scheduling interface to the ReDoc software and to further amend the Agreement to add the software "Agility" at NMC, with no change in the agreement term of August 31, 2016 through January 29, 2022, and adding \$44,180 for a revised total agreement amount not to exceed \$316,945.

PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker 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 December 10, 2019.

Dated: December 17, 2019
File ID: A 19-426
Agenda Item No.: 43

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



Julian Lorenzana, Deputy

**AMENDMENT NO. 3
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER**

THIS AMENDMENT NO. 3 TO MASTER AGREEMENT (this "Amendment No. 3") is made this 10th day of December, 2019 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 Purchase Schedule Term 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 now desire to once again amend the Agreement 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; and

WHEREAS, the Fees under Exhibit A-3 the Fees shall be a one-time Fee of \$5,000.00, and an Annual Fee of \$2,400.00 for the period of January 30, 2020 – January 29, 2021, and an Annual Fee of \$2,400.00 for the period of January 30, 2021 – January 29, 2022; and the Fees under Exhibit A-4 shall be a one-time fee of \$7,500.00, an Annual Fee of \$13,440.00 for the period of January 30, 2020 – January 29, 2021, and an Annual Fee of \$13,440 for the period of January 30, 2021 – January 29, 2022, for a revised total Agreement amount not to exceed \$316,945.00

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 3 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. **ReDoc xfit Scheduling Interface.** Exhibit A-3, adding the ReDoc xfit Scheduling Interface to CUSTOMER's existing instance of the ReDoc Software is hereby incorporated into the Agreement.

3. **AgilityEH Software.** Exhibit A-4, adding a new instance of the AgilityEH Software is hereby incorporated into the Agreement.

4. **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. 3 shall control. Except as set forth in this Amendment No. 3, 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 No 3. to be executed effective as the date signed by the last Party.

NET HEALTH SYSTEMS, INC.

By: Anthony Sanzo/JM

Name: Anthony Sanzo

Title: Chairman & CEO

Date: 11/14/19

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

By: SG

Name: Gregory

Title: CEO

Date: 12/5/19

Reviewed & approved
as to form

Stacy Nella
11/20/19

Reviewed as to fiscal provisions

Myra Ulin
Auditor-Controller
County of Monterey

11/21/19

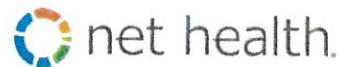


Exhibit A-3

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective the 10th day of December, 2019 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and 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 31st, 2016 executed between the parties (the "Agreement").

ANNUAL SUBSCRIPTION						
TERM:		Through January 29, 2022				
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
ReDoc	ReDoc Xfit Scheduling Interface	1	\$5,000	\$5,000	\$2,400	\$2,400
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)					\$5,000	\$2,400
Type of Users	PT	PTA	OT	COTA	SLP	SLPA
Clinical Users (Greater than or equal to 40 hrs/month)						0
Clinical Users (Less than 40 hrs/month)						0
Student Users						0
Total Clinical Subscription Users						0
Clerical/Administrative Users						0
						Total Users
FOTO # of Locations for OM						n/a
Inphonite Credits per Month						0

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue for the duration set forth above.

Payment Terms. One time Fees shall be invoiced by Net Health upon CUSTOMER's execution, and CUSTOMER shall promptly submit such invoice to the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. Net Health shall invoice CUSTOMER for each annual period and CUSTOMER shall promptly submit such invoices to the office of the Auditor-Controller of the County of Monterey, and payments shall be due no later than thirty days thereafter. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payments 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.

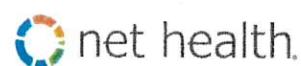
Net Health Systems, Inc.
By: Anthony Sanzo
Name: Anthony M. Sanzo
Title: Chairman & CEO

County of Monterey on behalf of Natividad Medical Center
By: John G. Gandy
Name: John G. Gandy
Title: Chairman & CEO

EXHIBIT A-4

TO

Master Agreement

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective the 10th day of December, 2019 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and 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").

Software Subscription					
Initial Term (Number of Years/Annual Payments)	Through January 29, 2022				
Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
Agility EH™ - 1st Hospital Site Includes Agility EH™ Software, Portals, Hosting, and Adobe Form Customization Includes up to 5 users per hospital	1			\$10,440	\$10,440
Agility Training & Implementation For Single Database Solution. This Includes: Single Database - Up to 5 Users File Build Setup 2 Days Live-Onsite for Implementation 1 Day Live-Onsite 60 Days Post-Go-Live Follow Up	1	\$7,500	\$7,500		
Agility 360 Consulting Services Performance Health Checks to track, recommend, and evaluate KPIs as detailed in the Statement of Work attached hereto	1			\$3,000	\$3,000
On-Going Support Includes Software Updates Includes Regulatory Updates		Included	Included		
Agility EH™ Connectivity to Kronos File Bridge Format Included		Included	Included		
THIS PROPOSAL AND PRICING ABOVE EXPIRES 12/31/2019.					
Total Fees Based Upon This Configuration Taxes and Expenses Billed Separately			One-Time Fees:		Annual Fees:
			\$7,500		\$13,440

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue for the duration set forth above.

Payment Terms. One time Fees shall be invoiced by Net Health upon CUSTOMER's execution, and CUSTOMER shall promptly submit such invoice to the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. Net Health shall invoice CUSTOMER for each annual period and CUSTOMER shall promptly submit such invoices to the office of the Auditor-Controller of the County of Monterey, and payments shall be due no later than thirty days thereafter. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payments 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.

By: Anthony Sanzo
Name: Anthony Sanzo
Title: Chairman & CEO

County of Monterey on behalf of Natividad Medical Center
By: Edgar
Name: Edgar
Title: Edgar



Monterey County Board of Supervisors

168 W. Alisal Street, 1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No. A-13298, Amendment No. 2

A motion was made by Supervisor Jane Parker, seconded by Supervisor Luis A. Alejo to:

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 2 to the agreement (A-13298) with Net Health Systems, Inc. for continued use of the ReDoc software and to further amend the Agreement to upgrade the Software to "ReDoc powered by xfit" at NMC, retroactive to January 30, 2019, to extend the agreement term for an additional three (3) year period (January 30, 2019 through January 29, 2022) for a revised full agreement term of August 31, 2016 through January 29, 2022, and adding \$173,130 for a revised total agreement amount not to exceed \$272,765.
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$5,595) of the original cost of the agreement.

PASSED AND ADOPTED on this 23rd day of April 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams

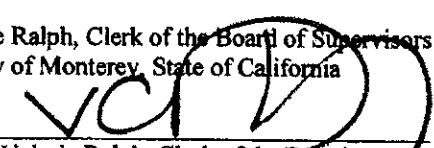
NOES: None

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 April 23, 2019.

Dated: April 24, 2019
Legistar File ID: A 19-068
Agenda Item No. 19

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


Valerie Ralph, Clerk of the Board

**AMENDMENT NO. 2
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER
FOR
REDOC SOFTWARE**

THIS RENEWAL AND AMENDMENT NO. 2 TO MASTER AGREEMENT (this "Amendment") is made this 26th day of February, 2019 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 Purchase Schedule Term expired on January 29, 2019;

WHEREAS, the Parties now desire to amend the Agreement to extend the Purchase Schedule Initial Term for an additional three (3) year period commencing on January 30, 2019 through January 29, 2022 for a revised full Agreement Term of August 31, 2016 through January 29, 2022 at the Fees described herein to allow CUSTOMER continued use of the ReDoc software and to further amend the Agreement to upgrade the Software to "ReDoc powered by xfit" and to make such changes to the Agreement as necessary to reflect the "software as a service" nature of the Software; and

WHEREAS, the Annual Fee for the renewal term shall be \$51,690/year for year one of the renewal, and \$60,720/year for years two and three of the renewal, for a revised total Agreement amount not to exceed \$272,765.00.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment 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. **Software**. Section 1 of Agreement is hereby relabeled as "Software."
2. **Use and Access of Software**. Section 1(a) of the Agreement is hereby deleted in its entirety and restated as follows:

"Use and Access of Software. Subject to the terms, conditions and limitations set forth in this Agreement, CUSTOMER shall have the non-exclusive, non-transferable right to use and access the software more fully described in the Purchase Schedule(s) (the "Software") attached hereto as Exhibit A-2 for the term set forth therein, and all related materials and services, if any, supplied by Net Health hereunder in accordance with the documentation provided by Net Health for the designated sites and healthcare providers/users (each an "Authorized Site/Provider," which Authorized Sites/Providers are more fully identified on Exhibit A-2) set forth in the applicable Purchase Schedule."

3. **Limitations.** Section 1(b) of the Agreement is hereby deleted in its entirety and restated as follows:

"Limitations. Except as otherwise expressly set forth herein, CUSTOMER receives no right to copy, distribute, disseminate, modify, reverse engineer or license/sublicense the Software. Payment of the Fees or any portion thereof does not entitle CUSTOMER, or any of its affiliates, independent contractors, or agents, to use the Software at any location other than an Authorized Site. Subject to the foregoing restrictions and Section 8 hereof, CUSTOMER'S affiliates and those agents and subcontractors of CUSTOMER that have agreed in writing to abide by the terms and conditions of this Agreement may access and/or use the Software solely for CUSTOMER'S benefit hereunder. CUSTOMER at all times shall be responsible and liable to Net Health for any use of the Software by such affiliates, agents or subcontractors."

4. **Term.** Section 1(d) of the Agreement is hereby deleted in its entirety and restated as follows:

"Term.

(a) The term of this Agreement ("Term") shall commence on the Effective Date and shall remain in effect for the balance of any Purchase Schedule Term (subject to the terms and conditions herein, including without limitation termination).

5. **References to "Licensed Software".** All references to the "Licensed Software" in the Agreement are hereby amended and restated as references to the "Software".

6. Section 8(b) of the Agreement is deleted in its entirety.

7. The following is added as Section 23 to the Agreement

CONSULTING SERVICES.

(a) **Consulting Services.** CUSTOMER agrees to accept, and Net Health agrees to provide certain personnel to perform consulting services ("Consulting Services"), if applicable, subject to the terms of this Agreement and as set forth on the applicable Purchase Schedule. Consulting Services may be performed via telephone and other forms of remote correspondence, and may include on-site meetings with CUSTOMER, as further specified in each Purchase Schedule.

(b) **Independent Contractor/Relationship of the Parties.** In connection with Net Health's performance of any Consulting Services, Net Health and each person provided by Net Health to CUSTOMER hereunder shall act solely as an independent contractor and nothing herein contained shall at any time be so construed as to create a relationship of employer and

employee, partnership, principal and agent, or joint venture as between CUSTOMER and Net Health or between CUSTOMER and any person provided by Net Health to CUSTOMER hereunder. CUSTOMER will report the amounts paid to Net Health in accordance with applicable tax laws.

(c) CUSTOMER will cooperate with Net Health in its performance of the Consulting Services, if applicable, and will at all times provide Net Health with at least one reliable point of contact for purposes of overseeing the Consulting Services.

8. Effect on Agreement. Except as specifically modified by way of this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

9. Counterparts. This Amendment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

10. Amendment Effective Date. This Renewal and Amendment No. 2 is effective retroactively to January 30, 2019 (the "Amendment Effective Date").

11. ReDoc Software Renewal and Upgrade. Exhibit A-2, renewing and upgrading the ReDoc software is hereby incorporated into the Agreement. Exhibit A-2 terminates and supersedes the previous Exhibits A and A-1.

12. ReDoc Professional Services Statement of Work. The Professional Services Statement of Work is hereby incorporated into the Agreement as Exhibit C.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed effective as the Amendment Effective Date.

NET HEALTH SYSTEMS, INC.

By: 

Name: Patrick L. Colletti

Title: President & COO

Date: 2/26/2019

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD

MEDICAL CENTER

By: 

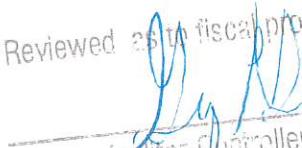
Name: Gary R. Cos

Title: CEO

Date: 4/25/19

AB
ABeretin
Feb 2019
3/20/19

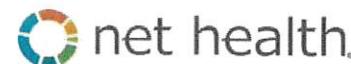
Reviewed as to fiscal provisions

 Page 3 of 3

Auditor-Controller
County of Monterey

3/21/19

Exhibit A-2
ReDoc Renewal & Upgrade
PURCHASE SCHEDULE



This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 30th day of January, 2019 ("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, as amended (the "Agreement").

ANNUAL SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS)		3				
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
REx-IMPHOSP-T	ReDoc powered by xfit Upgrade: Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906					
REx-HOSPFT-G	Annual Subscription Fees: Includes ReDoc xfit Interfaces (ADT, DFT, & Clinical Results) & E-Fax Includes 12 Months of 360 Professional Services as set forth in the Statement of Work attached hereto in Exhibit C	1	\$0	\$0	Year 1: \$51,690 Year 2: \$60,720 Year 3: \$60,720	Year 1: \$51,690 Year 2: \$60,720 Year 3: \$60,720
REx-MIGRATION-Fees	ReDoc powered by xfit Upgrade: Data Migration Fees	1	\$1,500	WAIVED	\$0	\$0
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				\$0	See above	
Type of Users	PT	PTA	OT	COTA	SLP	SLPA
Clinical Users (Greater than or equal to 40 hrs/month)	6	1	4	0	4	0
Clinical Users (Less than 40 hrs/month)	3	0	1	0	1	0
Student Users	0	0	0	0	0	0
Total Clinical Subscription Users						20
Clerical/Administrative Users	3					3
						Total Users
FOTO # of Locations for OM						n/a
Inphonite Credits per Month						1500

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue for the number of years set forth above.

Payment Terms. Annual Fees are payable by CUSTOMER to Net Health on or before Purchase Schedule Effective Date. Net Health shall invoice CUSTOMER for each annual period and CUSTOMER shall promptly submit such invoice to the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. 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.

NOTE: It is anticipated that the upgrade to "ReDoc powered by xfit" shall be complete by or before September 1, 2019. Until the upgrade set forth in this Purchase Schedule is complete, CUSTOMER shall continue having complete access to the classic version of the Software (namely, the ReDoc Enterprise Subscription Outpatient -Version 7 Interfaced to Meditech (ADT/DFT/Results), including 1500 Inphonite credits/month, hereinafter "ReDoc Classic"). Following the completion of the upgrade, CUSTOMER shall continue to have read-only access to ReDoc Classic for a period of six months.

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

Net Health Systems, Inc.

By: PL

Name: Patrick L. Colletti

Title: President & COO

County of Monterey on behalf of Natividad Medical Center

By: AB

Name: Abigail Cervantes

Title: CDP COO

AB
Abigail Cervantes
CDP COO
3-20-19

Reviewed as to fiscal provisions

YD
YD
Auditor-Controller
County of Monterey
3/21/19

EXHIBIT C**REDOC PERFORMANCE HEALTH CHECK STATEMENT OF WORK****DESCRIPTION OF CONSULTING SERVICES:**

REDOC 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 PRE-WORK PRIOR TO REDOC GO-LIVE)

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 - PERFORMED APPROX. 6 MONTHS POST GO-LIVE)

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 (Suite, Scheduler, BIS, etc.)
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



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-13298

Upon motion of Supervisor Parker, seconded by Supervisor Alejo and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the agreement (A-13298) with Net Health Systems, Inc. for continued use of rehabilitation documentation software licenses at NMC, extending the agreement an additional seventeen (17) month period (August 31, 2017 through January 29, 2019) for a revised full agreement term of August 31, 2016 through January 29, 2019, and adding \$43,685 for a revised total agreement amount not to exceed \$99,635.

PASSED AND ADOPTED this 29th day of August 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Parker and Adams

NOES: None

ABSENT: Supervisor Salinas

I, Gail T. Borkowski, 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 80 for the meeting August 29, 2017.

Dated: August 31, 2017
File ID: A 17-355

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 1
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
REHABILITATION DOCUMENTATION SOFTWARE AND LICENSES (REDOC)**

This Amendment No. 1 to the Master Agreement (“Agreement”) which was effective on August 31, 2016 is entered into by and between the **County of Monterey (hereinafter “COUNTY”), on behalf of Natividad Medical Center (hereinafter “CUSTOMER”), and Net Health Systems, Inc. (hereinafter “NET HEALTH”)**. Collectively, COUNTY, CUSTOMER and NET HEALTH are referred to as the “Parties”, with respect to the following:

RECITALS

WHEREAS, CUSTOMER and NET HEALTH entered into an Agreement with respect to one or more Purchase Schedule(s) for a subscription to use rehabilitation software (ReDoc) and licenses, with a Purchase Schedule Initial Term commencing on August 31, 2016 and continuing for a period of one (1) year following CUSTOMER’s acceptance of the Licensed Software with a total Agreement amount not to exceed \$55,950;

WHEREAS, CUSTOMER accepted the Licensed Software on January 30, 2017 and therefore, the Purchase Schedule Initial Term will expire on January 29, 2018;

WHEREAS, the Parties wish to amend the Agreement to add a Speech Language Pathology (SLP) software license as per page 1 of the Purchase Schedule marked as “Exhibit A-1 page 1” attached hereto this Amendment No. 1 commencing on August 31, 2017 through January 29, 2018 with a fee of \$1,025; and

WHEREAS, the Parties further wish to amend the Agreement to extend the Purchase Schedule Initial Term for an additional one (1) year period commencing on January 30, 2018 through January 29, 2019 for a revised full Agreement Term August 31, 2016 through January 29, 2019 to allow CUSTOMER continued use of the ReDoc and SLP software and licenses as stated in the Agreement to be billed going forward as per page 2 of the Purchase Schedule marked as “Exhibit A-1 page 2” attached hereto this Amendment No. 1 with an Annual Fee total of \$42,660 for a revised total Agreement amount not to exceed \$99,635 and to include an updated Business Associates Agreement as an attachment to the Agreement.

AGREEMENT

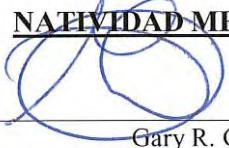
NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. As of the Amendment No.1 Effective Date, CUSTOMER and NET HEALTH agree that the Agreement is amended to add the Purchase Schedule marked as “Exhibit A-1 page 1” attached hereto which adds a Speech Language Pathology (SLP) software license to CUSTOMER’s use of the Licensed Software. CUSTOMER’s payment of Fees for the new SLP software license are payable in accordance with Exhibit A-1 page 1.
2. Effective January 30, 2018, the Purchase Schedule marked as “Exhibit A-1 page 2” attached hereto shall govern CUSTOMER’s use of the Licensed Software (along with the terms and conditions of the Agreement) for a Term commencing on January 30, 2018 and continuing through January 29, 2019.

3. “EXHIBIT B (Business Associate Agreement)” attached to the Agreement shall be replaced with the revised “EXHIBIT B (Business Associate Agreement)” attached hereto this Amendment No. 1.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective August 31, 2017 (the “Amendment No. 1 Effective Date”).

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 8/31/12

APPROVED AS TO LEGAL PROVISIONS

By: Monterey County Deputy County Counsel

Name

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: Monterey County Deputy Auditor-Controller

Name

Date: _____

CONTRACTOR

NET HEALTH SYSTEMS, INC.

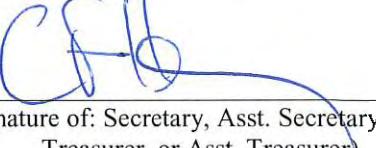
CONTRACTOR's Business Name

*Signature instructions below

By: 
(Signature of: Chair, President, or Vice-President)

PATRICK L. COLLETTI - PRESIDENT
Name and Title

Date: AUGUST 4, 2017

By: 
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

CHRISTOPHER F. HAYES
Name and Title

Date: AUGUST 7, 2017

***Signature Instructions:**

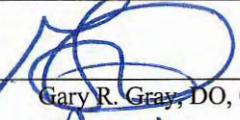
If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (2 signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (2 signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (1 signature required).

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 

Gary R. Gray, DO, CEO

Date: 8-17-17

APPROVED AS TO LEGAL PROVISIONS

By: 

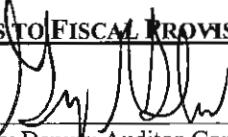
Monterey County Deputy County Counsel

AB rector

Name

Date: Aug 17, 2017

APPROVED AS TO FISCAL PROVISIONS

By: 

Monterey County Deputy Auditor-Controller

Gary K. Gibbons

Name

Date: 8-17-17

CONTRACTOR

NET HEALTH SYSTEMS, INC.

CONTRACTOR's Business Name

**Signature instructions below*

By: _____

(Signature of: Chair, President, or Vice-President)

_____ Name and Title

Date: _____

By: _____

(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

_____ Name and Title

Date: _____

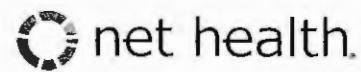
***Signature Instructions:**

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (2 signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (2 signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (1 signature required).

EXHIBIT A-1 Page 1

TO
Master AgreementPURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 31st day of August, 2017 ("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 Purchase Schedule Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual Subscription						
Concurrent with PS dated 8/31/2016						
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
ReDoc	1 SLP Full-Time License 5 Month Term: 8/31/2017 - 1/29/2018	1	\$0	\$0	\$1,025	\$1,025
TOTAL FEES ON PURCHASE SCHEDULE					\$0	\$1,025
Type of Users	PT	PTA	OT	COTA	SLP	SLPA
Clinical Users (Greater than or equal to 40 hrs/month)					1	
Clinical Users (Less than 40 hrs/month)						0
Student Users						0
Total Clinical Subscription Users						1
Clerical/Administrative Users						0
Total Users						1
FOTO # of Locations for OM						n/a
Inphonite Credits per Month						0

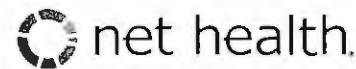
Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue through January 29, 2018.

Payment Terms. Annual Fees are payable by CUSTOMER to Net Health upon execution of this Purchase Schedule. 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.

EXHIBIT A-1 Page 2

TO
Master AgreementPURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 30th day of January, 2018 ("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 (NUMBER OF YEARS)		1					
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees	
ReDoc	ReDoc Enterprise Subscription Outpatient - Version 7 Interfaced to Meditech (ADT/DFT/Results)	1	\$0	\$0	\$36,600	\$36,600	
ReDoc	1 Full Time SLP License (Term: 1/30/2018 - 1/29/2019)	1	\$0	\$0	\$2,460	\$2,460	
	Inphonite Appointment Reminder System - 1500 Credits	1	\$0	\$0	\$3,600	\$3,600	
TOTAL FEES ON PURCHASE SCHEDULE					\$0	\$42,660	
Type of Users	PT	PTA	OT	COTA	SLP	SLPA	
Clinical Users (Greater than or equal to 40 hrs/month)	6	1	3	0	4	0	14
Clinical Users (Less than 40 hrs/month)	3	0	1	0	1	0	5
Student Users	0	0	0	0	0	0	0
Total Clinical Subscription Users							19
Clerical/Administrative Users	3						0
						Total Users	22
FOTO # of Locations for OM						n/a	
Inphonite Credits per Month						1500	

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue for the number of years set forth above.

Payment Terms. Annual Fees are payable by CUSTOMER to Net Health on or before the Purchase Schedule Effective Date. Net Health will invoice CUSTOMER prior to the Purchase Schedule Effective Date and CUSTOMER shall promptly submit such invoice to the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. 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.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective August, 2017 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Net Health Systems, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. **PHI includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with the Privacy Rule;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual’s PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed;

and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply with HIPAA and the HITECH Act. Business Associate shall comply with applicable California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy>. Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate in writing of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate in writing of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate in writing of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

(f) To the extent that individual authorization is required for any use or disclosure of PHI contemplated under the Services Agreement, Covered Entity shall obtain such authorization prior to requesting that Business Associate make such use or disclosure.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and

requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity or Business Associate determines in good faith that the other Party has breached a material term of this BAA, the non-breaching Party may either: (i) immediately terminate this BAA and any underlying Services Agreement if cure is not possible; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of the breaching Party's receipt of written notice of such breach, if the breach is not cured by the non-breaching Party within such thirty (30) day period.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect

to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Net Health	_____	Legal
Attn:	_____	_____
Department	_____	_____
40	24 th	Street,
15222	_____	Pittsburgh, PA
Phone: 1-800-411-6281		

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Subject to the indemnification procedures set forth below, Business Associate shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any third party claim, liability, loss, injury, cost, expense, penalty or damage, including reasonable costs incurred by the County with respect to any investigation, enforcement proceeding, or third party governmental action, arising out of, or in connection with, a material violation of this BAA or a Breach to the extent attributable to an act or omission of Business Associate and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. County's right to defense and/or indemnification hereunder is conditioned upon the following: prompt notice to Business Associate and demand for payment of any claim for which indemnity and/or defense is sought; control of the selection of counsel, investigation, preparation, and defense thereof by Business Associate; and reasonable cooperation by the County, at Business Associate's request and expense, in the defense of the claim. County shall have the right to participate in the defense of a claim by Business Associate with counsel of the County's choice at the County's expense. County shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, liabilities, losses, damages, cost, expenses, penalties or damages for which it is indemnified under this Section 5.8, regardless of whether the County has tendered its defense to Business Associate. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein.

5.10 Intentionally omitted.

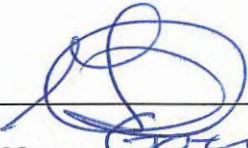
5.11 Intentionally omitted

5.12 Intentionally omitted.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

BUSINESS ASSOCIATE

By: 
Print Name CEO
Print Title CEO
Date: 8/31/12

COVERED ENTITY

By: _____
Print Name: _____
Print Title: _____
Date: _____

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 8-17-17


Clerk
8-17-17

BUSINESS ASSOCIATEBy: Print Name PATRICK L COLLETTIPrint Title PRESIDENTDate: AUGUST 17, 2017**COVERED ENTITY**By: Print Name: GARY OEHPrint Title: CEODate: 8/17/17



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-13298

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the Master Agreement with Net Health Systems, Inc. (Net Health) retroactive to August 31, 2016, for the provision of rehabilitation documentation software and licenses to be used within Natividad Medical Center's Outpatient Physical, Occupational and Speech Therapy Departments, including a Purchase Schedule and containing non-standard risk terms regarding limitation of liability, non-standard insurance provisions, limitation on warranty and indemnification, in an amount not to exceed \$55,950 for a one-year term of August 31, 2016 through August 30, 2017; and
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the Master Agreement, which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$5,595) of the original cost of the Master Agreement.

PASSED AND ADOPTED on this 20th day of September 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 79 for the meeting on September 20, 2016.

Dated: September 21, 2016
File ID: A 16-292

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy



MASTER AGREEMENT

THIS MASTER AGREEMENT (the "Agreement") is made this 31st day of August, 2016 (the "Effective Date"), by and between Net Health Systems, Inc., a Pennsylvania corporation with an address at 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").

RECITALS

WHEREAS, Net Health owns proprietary software and CUSTOMER desires to license software from Net Health in accordance with the terms of this Agreement; and

WHEREAS, Net Health and CUSTOMER desire that this Agreement serve as the Master Agreement with respect to one or more purchase schedule(s) (each a "Purchase Schedule") attached hereto as Exhibit A (which may from time to time be amended, supplemented, or restated as agreed in writing between the parties) and executed by Net Health and CUSTOMER setting forth the Licensed Software (as such term is defined herein below), services, service fees and other terms applicable thereto.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, and intending to be legally bound hereby, the parties agree as follows:

1. LICENSE.

(a) **License Grant.** Subject to the terms, conditions and limitations set forth in this Agreement, Net Health hereby grants to CUSTOMER, and CUSTOMER accepts and receives, the non-exclusive, non-transferable license more fully described in the Purchase Schedule(s) (the "Licensed Software") attached hereto as Exhibit A, and all related materials and services, if any, 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," which Authorized Sites/Providers are more fully identified on Exhibit A) set forth in the applicable Purchase Schedule.

(b) **Limitations.** Except as otherwise expressly set forth herein, the foregoing license expressly excludes licenses to copy, distribute, disseminate, modify, reverse engineer or sublicense Licensed Software. Payment of the Fees (as defined in Section 4) or any portion thereof does not entitle CUSTOMER, or any of its affiliates, independent contractors, or agents, to use the Licensed Software at any location other than an Authorized Site. Subject to the foregoing restrictions and Section 7 hereof, CUSTOMER'S affiliates and those agents and subcontractors of CUSTOMER that have agreed in writing to abide by the terms and conditions of this Agreement may access and/or use the Licensed Software solely for CUSTOMER'S benefit hereunder. CUSTOMER at all times shall be responsible and liable to Net Health for any use of the Licensed Software by such affiliates, agents or subcontractors.

(c) Title. Title to the Licensed Software and all additional programs developed by Net Health for CUSTOMER hereunder, and all copies thereof are proprietary to Net Health and title thereto remains with Net Health.

(d) License Term. In accordance with the terms herein, commencing on the Effective Date of this Agreement or any applicable Purchase Schedule Effective Date, Net Health grants to CUSTOMER a license to use the Licensed Software only for the term stated in the applicable Purchase Schedule (the "Initial Term").

(e) Return of Data. (i) All data provided by CUSTOMER ("CUSTOMER data") belongs to CUSTOMER. Except for purposes of providing the services hereunder, use or distribution of CUSTOMER data by Net Health is prohibited unless Net Health obtains prior written consent from CUSTOMER. Upon request from CUSTOMER following termination of this Agreement or any Purchase Schedule for any reason, Net Health shall provide in a useable electronic form, as a comma delimited text file, a copy of the CUSTOMER data to CUSTOMER. If CUSTOMER makes no such request within 90 days of termination, Net Health shall have the right to destroy its copy of such CUSTOMER Data without further obligations to CUSTOMER. If Net Health is unable to return all data then data must be erased, destroyed and rendered unreadable in its entirety in a manner that prevents its physical reconstruction.

2. INTERFACES.

(a) CUSTOMER agrees to accept, and Net Health agrees to build, as applicable, the interface(s) described in the Purchase Schedule (the "Interface(s)").

(b) Implementation Timeframe. Assuming reasonable cooperation from CUSTOMER, the Interface shall be completed no more than forty-five (45) days after CUSTOMER requests such interface, which request shall be deemed to be submitted upon the completion, execution, and delivery of the Applicable Purchase Schedule to Net Health and the attachment of the same to the Agreement; provided, however, Net Health is not currently building an interface for CUSTOMER. In this event, Net Health will complete the requested Interface within approximately forty-five (45) days after the previous CUSTOMER interface is accepted.

(c) Acceptance. CUSTOMER will have a period of thirty (30) days after completion of the Interface (the "Acceptance Period") to test the Interface to confirm that it is capable performing in all material respects in accordance with all functional specifications set forth in the Purchase Schedule. If CUSTOMER notifies Net Health in writing during the Acceptance Period of any failure of the Interface to conform to the standards as set forth in the Purchase Schedule, Net Health, at its own expense, will modify, repair, adjust, or replace the Interface to make it conform to the specifications set forth in the Purchase Schedule within thirty (30) days after the date Net Health receives CUSTOMER'S deficiency notice. Net Health will provide CUSTOMER with a written "corrective action plan" in response to CUSTOMER'S deficiency notice. CUSTOMER may perform additional acceptance tests during a period commencing on the date when Net Health has delivered a revised Interface correcting all identified deficiencies. This restarted Acceptance Period will have a duration equal to that of the initial Acceptance Period. If the Interface does not conform to the specifications set forth in the Purchase Schedule, at the end of the applicable Acceptance Period or any extension thereof, CUSTOMER may either (i) reject such Interface

and terminate the Purchase Schedule with respect to such interface for material breach without further cure period, or (ii) repeat the acceptance procedures set forth in this Section 2(c) as often as CUSTOMER determines is necessary.

3. INTENTIONALLY OMITTED.

4. PAYMENT.

(a) In consideration of the Licensed Software and Interface(s) provided hereby, CUSTOMER shall pay to Net Health the amounts provided for in the applicable Purchase Schedule (the "Fee(s)") and in accordance with the payment terms set forth in this Agreement and in the applicable Purchase Schedule. Except for termination by CUSTOMER pursuant to Section 8(a), all payment obligations under this Agreement are non-cancelable and non-refundable.

(b) Set Up and Training Fees. Unless otherwise provided in the applicable Purchase Schedule, CUSTOMER shall pay to Net Health a one-time fee stated in the applicable Purchase Schedule for setup of the Licensed Software and for the onsite training at the CUSTOMER'S facility. If CUSTOMER chooses any Saturday or Sunday training, it will cost an additional \$500.00 per day payable to Net Health. CUSTOMER shall also reimburse Net Health for expenses incurred by Net Health including, but not limited to, travel, airfare, hotel, mileage, transportation, meals, etc. in accordance with the County of Monterey's Travel Policy located online at <http://www.co.monterey.ca.us/auditor/policies.htm>). If CUSTOMER cancels or reschedules training less than fifteen (15) days prior to the scheduled date of such training, the CUSTOMER will be charged the greater of (i) a \$2500.00 fee with respect to each such cancelled or rescheduled training, or (ii) an amount equal to the monthly Fees for the applicable Licensed Software during the length of any such delay in training

5. CUSTOMER ACCEPTANCE. CUSTOMER shall be deemed to have accepted the Licensed Software upon the earlier of (i) the completion of training as provided in the applicable Purchase Schedule and/or the delivery to Net Health of a Certificate of Training Completion (a copy of which can be provided to CUSTOMER upon request); (ii) 30 days after the date upon which the Licensed Software first becomes available to CUSTOMER; or (iii) CUSTOMER uses any component or functionality of the Licensed Software for patient, commercial or production purposes.

6. CUSTOMER RESPONSIBILITIES.

(a) CUSTOMER shall be responsible for the following, unless otherwise set forth in the applicable Purchase Schedule: adherence to specified electrical requirements; running all cable and phone connections for the Licensed Software; and all data conversion (if applicable).

(b) CUSTOMER will participate fully in the implementation, including attending training sessions, performing applicable file builds, and complying with other reasonable Net Health instructions regarding the implementation. In no event shall CUSTOMER delay the start of implementation of the applicable Licensed Software beyond ninety (90) days after the applicable Purchase Schedule Effective Date. In the event CUSTOMER delays the completion of the implementation of the Licensed Software or



Interface(s) beyond six months from the applicable Purchase Schedule Effective Date, for each month thereafter until the Licensed Software or Interface(s) is fully implemented and accepted by CUSTOMER, CUSTOMER shall pay to Net Health fifty percent of the monthly Fees, or one-twenty-fourth of the annual Fees due for the Licensed Software or Interface, as applicable. The Term with respect to Licensed Software or Interface(s) shall not commence until accepted by CUSTOMER.

(c) Net Health will not be responsible for any issues resulting from CUSTOMER'S failure to comply with the parties' mutually agreed upon plan for implementing the Licensed Software.

(d) CUSTOMER acknowledges that the Licensed Software may use, incorporate or access Third Party Products, or that CUSTOMER may use, incorporate or access Third Party Products in conjunction with CUSTOMER's use of the Licensed Software, or any other product or service provided to CUSTOMER by Net Health. All Third Party Products provided by Net Health shall be listed in the Purchase Schedule. To the extent so listed, Net Health warrants it has the right to license such Third Party Product to CUSTOMER under this Agreement.

To the extent CUSTOMER uses, incorporates or accesses any Third Party Products that are not licensed by Net Health to CUSTOMER, CUSTOMER represents it has obtained and covenants it will obtain the necessary licenses from the applicable third party vendors to use such Third Party Products and agrees that Net Health shall not be liable for CUSTOMER's failure to obtain such licenses. Net Health makes no representation or warranty with respect to any such Third Party Products not licensed by Net Health to CUSTOMER. Net Health shall not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of these Third Party Products. "Third Party Products" includes, but is not limited to, any product, technology, tool, database, software, works, coding scheme or other intellectual property developed or owned by a third party.

(e) CUSTOMER agrees that it shall use the Licensed Software solely in a manner that complies with this Agreement and all applicable laws.

7. CONFIDENTIALITY.

(a) Net Health acknowledges that CUSTOMER is a public hospital and the Master Agreement in its entirety may be reviewed by the public. Except where disclosure is required by law, including disclosures pursuant to a request under the California Public Records Act, each party agrees that all information supplied by one party and its affiliates and agents (collectively, the "Disclosing Party") to the other ("Receiving Party") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, models, displays and manuals; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to customers, patients, business partners, or personnel; (d) Protected Health Information (as defined in 45 C.F.R. § 160.103); and (e) the Licensed Software, will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). The foregoing

definition shall also include any Confidential Information provided by either party's contractors, subcontractors, agents, or vendors. To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends. In the event that a party or any of its representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information of the other party, each party agrees that it will provide the other party with prompt notice of such request(s) so that it may seek appropriate protective order and/or waive compliance with the provisions of the Agreement.

(b) Each party recognizes the importance of the other party's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 7 (Confidentiality) and elsewhere in this Agreement, including Exhibit B (Business Associate Agreement). Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 7 (Confidentiality) and including Exhibit B (Business Associate Agreement.). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

(c) Net Health recognizes and acknowledges the sensitive and confidential nature of Protected Health Information received from, or created or received by Net Health on behalf of, CUSTOMER and agrees that the use and disclosure of Protected Health Information will be governed by the parties' Business Associate Agreement (Exhibit B).

8. TERMINATION.

(a) Termination for Breach. If CUSTOMER commits a material breach of this Agreement and persists in such failure for a period of thirty (30) days after receiving written notice thereof from Net Health, Net Health may terminate this Agreement upon written notice to CUSTOMER and CUSTOMER shall pay all remaining Fees from the date of termination to the end of the current Term. If Net Health commits a

material breach of this Agreement and persists in such failure for a period of thirty (30) days after receiving written notice thereof from CUSTOMER, CUSTOMER may terminate this Agreement upon written notice to Net Health and Net Health shall (i) return all CUSTOMER data pursuant to the provisions of the Master Agreement and (ii) will refund CUSTOMER a pro rata portion of any Fees paid in advance but unused as of the effective date of termination.

(b) **Termination by Notice.** During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination by Net Health, Net Health will refund CUSTOMER a pro rata portion of any Fees paid in advance but unused as of the effective date of termination..

(c) **Termination in Response to Non-Appropriation of County Funding.** Notwithstanding any other provision of this Agreement, CUSTOMER shall not be obligated for Net Health's performance hereunder or by any provision of this Agreement during any of CUSTOMER's future fiscal years unless and until the Monterey County Board of Supervisors appropriates funds for this Agreement in CUSTOMER's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. CUSTOMER shall notify Net Health in writing of any such non-allocation of funds at the earliest possible date.

9. WARRANTIES.

(a) **Licensed Software.** Net Health warrants that the Licensed Software will substantially conform in all material respects with the requirements of this Agreement.

(b) **Viruses and Disabling Mechanisms.** Net Health shall use commercially reasonable measures to screen the Licensed Software to avoid introducing any virus or other destructive programming that are designed (1) to permit unauthorized access or use by third parties to the software installed on CUSTOMER's systems, or (ii) to disable or damage CUSTOMER's systems.

(c) **Services.** Net Health warrants that all services provided by Net Health to CUSTOMER under this Agreement, including attached Purchase Schedule, shall be performed in a workmanlike manner.

(d) **No Litigation.** Net Health further warrants there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.

(e) **Compliance with Applicable Law.** Net Health warrants that the services provided under this Agreement, including attached Purchase Schedule, shall comply with applicable federal and state laws and regulations.

(f) **Authority.** Each party hereto has the full power, capacity and authority to enter into and perform the Agreement and to make the grant of rights contained herein.

10. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

(a) THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY NET HEALTH. NET HEALTH MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION, REGARDING LICENSED SOFTWARE, THIRD PARTY PRODUCTS, OR ANY MAINTENANCE OR SUPPORT SERVICES RELATED THERETO, DEVELOPMENT OR INTERFACES AND NET HEALTH SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) (1) In no event shall either party be liable to the other for any loss of profits, any incidental, special, punitive, exemplary, or consequential damages; or any claims or demands brought against such other party. (2) Each party's total liability with respect to all causes of action together will not exceed four times (4.0x) the amounts paid to Net Health for the applicable Licensed Software under the applicable Purchase Schedule. The limitation of liability set forth in (b)(2) above shall not apply to (i) any claims against CUSTOMER for infringement of Net Health's intellectual property, including without limitation copyrights in the Software; (ii) damages, costs, and expenses arising out of breach of the confidentiality and data security provisions by either party; and (iii) damages arising out of and costs and expenses to be paid pursuant to the parties' respective indemnification obligations (collectively, the "Excluded Claims"). Net Health's total liability with respect to all Excluded Claims shall not, under any circumstances, exceed the coverage amounts of available insurance under the applicable policies set forth in Section 22 of this Agreement.

11. OWNERSHIP OF RIGHTS. By executing this Agreement, CUSTOMER acknowledges that Net Health is the owner of all right, title and interest in any derivative works of and improvements upon Licensed Software, regardless of any assistance or involvement by agents or employees of CUSTOMER in any such improvements or derivations. CUSTOMER shall retain ownership of all CUSTOMER data input by CUSTOMER including the Protected Health Information uploaded to the Licensed Software.

12. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party except as follows: Net Health may assign this Agreement provided such assignment (i) is in writing, (ii) states that the assignee is accepting all obligations of Net Health under this Agreement and agrees to be bound by and discharge the Agreement's terms, conditions, and obligations as if it were the original party hereto, and (iii) Net Health, the assignee entity, or both agree in writing to support the Licensed Software throughout the Term.

13. Intentionally Omitted.

14. EXHIBITS. This Agreement contains Exhibit A and Exhibit B which is incorporated herein by reference.

15. FORCE MAJEURE.

(a) Neither Net Health nor CUSTOMER shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement, including any Purchase Schedule, to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's reasonable control (a "Force Majeure Event"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions.

(b) If a party wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other party of the nature and expected duration of the force majeure event and shall thereafter keep the other party informed until such time as it is able to perform its obligations.

16. Intentionally Omitted.

17. INTEGRATION. This Agreement, including Exhibit A and Exhibit B attached hereto, constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or written. This Agreement may be modified only by a writing signed by both parties.

18. Availability of the Licensed Software. Subject to the terms and conditions of the Agreement, Net Health shall use its best efforts to make the Licensed Software available to CUSTOMER, twenty-four (24) hours a day, seven (7) days a week throughout the term of the applicable Purchase Schedule. CUSTOMER agrees that from time to time the Licensed Software may be inaccessible or inoperable for various reasons, including, but not limited to, (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Net Health may undertake from time to time; (iii) CUSTOMER hardware, network issues and/or infrastructure problems; (iv) acts or omissions of CUSTOMER that are not permitted in accordance with the Agreement, that are not permitted in accordance with Net Health's documentation, or that are not consistent with customary usage of the industry; (v) failure of services not provided or managed by Net Health; or (vi) causes beyond the control of Net Health or which are not reasonably foreseeable by Net Health, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). Net Health shall use commercially reasonable efforts to provide forty-eight (48) hours advance notice to CUSTOMER in the event of any scheduled Downtime. .

19. Support and Maintenance. Net Health will provide CUSTOMER with support and maintenance for the Licensed Software. If during the Term, the Licensed Software materially fails to conform to the then current written technical specifications as provided by Net Health Net Health will, as part of its maintenance and support, use commercially reasonable efforts to correct the non-conformity, provided the Licensed Software has not been modified by CUSTOMER, CUSTOMER is on the then most current, or next to most current version of the Licensed Software, the Licensed Software is being used in accordance with the Agreement and the non-conformity can be verified by Net Health



20. Data Backup and Disaster Recovery. Net Health shall perform or cause to be performed daily backups of CUSTOMER's data. Throughout the Term of this Agreement Net Health shall maintain a Disaster Recovery Plan for the Licensed Software (the "DR Plan"), and implement such DR Plan in the event of any unplanned interruption of the Licensed Software. Net Health shall test, review and update the DR Plan on an annual basis using industry standard practices as guidance.

21. Indemnification.

a. **Indemnification by Net Health: Intellectual Property Infringement.** Net Health agrees to defend, or at its option, settle any claim by a third party against CUSTOMER (the "Claim"), alleging that the use of the Licensed Software (alone and not in combination with any other device) infringes upon any intellectual property rights of such third party; provided, CUSTOMER notifies Net Health in writing of the Claim within thirty (30) days of becoming aware of the Claim and gives Net Health exclusive control of such defense or settlement, at Net Health's expense, and all information and assistance necessary to enable Net Health to defend or settle such Claim. Net Health shall be relieved of liability for any Claim based on the use of the Licensed Software other than in compliance with the terms of this Agreement and/or other than as implemented, modified or directed by Net Health. In the event such an infringement is found, or in the opinion of Net Health, may be found, Net Health may at its option and expense, procure the right for CUSTOMER to continue use of the Licensed Software, replace or modify the Licensed Software to make it non-infringing, or, terminate this Agreement and the applicable Purchase Schedule and refund to CUSTOMER the pro rata portion of any Fees paid in advance but unused as of the effective date of termination. **THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND.**

b. **Indemnification by Net Health: Other claims.** Net Health shall indemnify, defend, and hold harmless CUSTOMER, its officers, agents and employees from any third party claim, liability, loss, injury or damages arising out of, or in connection with, the negligent or wrongful acts or omissions of Net Health and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by CUSTOMER. It is the intent of the parties to this Agreement to provide the broadest possible coverage for CUSTOMER. Net Health shall reimburse CUSTOMER for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Net Health is obligated to indemnify, defend and hold harmless CUSTOMER under this Agreement.

c. **Indemnification by CUSTOMER.** CUSTOMER shall indemnify, defend, and hold harmless Net Health, its officers, agents and employees from any third party claim, liability, loss, injury or damages arising out of, or in connection with, the negligent or wrongful acts or omissions of CUSTOMER and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by Net Health. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Net Health. CUSTOMER shall reimburse Net Health for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which CUSTOMER is obligated to indemnify, defend and hold harmless Net Health under this Agreement.

22. Insurance

A. Evidence of Coverage:

Net Health shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This evidence of coverage shall be sent to Natividad Medical Center's Contracts/Purchasing Department, unless otherwise directed.

Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad Medical Center's Contracts/Purchasing Manager.

Insurance Coverage Requirements: Net Health shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- b. **Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- c. **Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- d. **Workers' Compensation Insurance**, in accordance with applicable statutory limits.

II. OTHER INSURANCE REQUIREMENTS:

- a. All insurance required by this Agreement shall be an admitted insurer authorized to transact insurance business in the State of California.
- b. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of Net Health's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Net Health's insurance.**

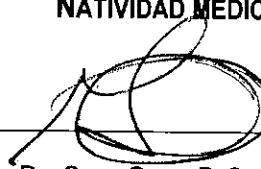
- c. Prior to the execution of this Agreement by CUSTOMER, Net Health shall deliver certificates of insurance and additional endorsements to Natividad Medical Center's Contracts/Purchasing Department, showing that Net Health has in effect the insurance required by this Agreement. Net Health shall file a new or amended certificate of insurance within thirty (30) calendar days after any material change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- d. Net Health shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be executed on the date first written above.

NET HEALTH SYSTEMS, INC.

By: 
Name: Patrick L. Colletti
Title: President
Date: 8/1/2014

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

By: 
Name: Dr. Gary Gray, D.O.
Title: Chief Executive Officer
Date: 8/31/16

APPROVED AS TO FORM
Stacy Allen
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions

W
Auditor-Controller
County of Monterey 8/29/16



EXHIBIT A
TO
MASTER AGREEMENT

PURCHASE SCHEDULE

EXHIBIT A
TO
Master Agreement
PURCHASE SCHEDULE



This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 31st day of August, 2016 ("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").

Item Code	Description - Authorized Site/Providers	Qty	Type			
			One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	
	ReDoc Enterprise Subscription Outpatient - Version 7 - Interfaced to Meditech (ADT/DFT/Results)	1	\$0	\$0	\$36,600	\$36,600
	Initial Start-up Fee includes: Installation of the Licensed Software, staff training, Net Health interface work, and 2 day onsite at go-live support	1	\$15,000	\$15,000		
	Set-up fee: Inphonite Appointment Reminder System	1	\$750	\$750		
	Inphonite Appointment Reminder System - 1,500 Credits (see details below)	1			\$3,600	\$3,600
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				\$15,750		\$40,200
Deposit Required Upon Execution of This Purchase Schedule: <i>(See below)</i>				\$55,950.00		
Type of Users	PT	PTA	OT	COTA	SLP	SLPA
Clinical Users (Greater than or equal to 40 hrs/month)	6	1	3	0	3	0
Clinical Users (Less than 40 hrs/month)	3	0	1	0	1	0
Student Users	0	0	0	0	0	0
Total Clinical Subscription Users						18
Clerical/Administrative Users	3					3
Total Users						21
FOTO # of Locations for OM						
Inphonite Credits per Month (includes capability for outbound calls and texts in English and Spanish)						

Payment Terms. For the Licensed Software and Interface(s) set forth in this Purchase Schedule, as applicable, CUSTOMER shall pay to Net Health the one-time Fees, plus the first payment of annual Fees at the time of execution of this Purchase Schedule. Annual Fees are payable by CUSTOMER to Net Health on an annual basis and shall commence upon acceptance. Net Health will invoice CUSTOMER on or about the first (1st) calendar day of the month for each new annual period. CUSTOMER shall promptly submit such invoice to the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. 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.

The Initial Term of this Purchase Schedule shall commence upon execution of this Purchase Schedule and continue for a period of one (1) year following CUSTOMER's acceptance of the Licensed Software in accordance with Section 5 of the Agreement.

In order to be effective, this Purchase Schedule must be executed by CUSTOMER on or before August 31, 2016.

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: Patrick L. Colletti
Title: President
Date: 8/1/2016

The County of Monterey, on behalf of Natividad Medical Center

By: _____
Name: _____
Title: _____
Date: 8/3/16



EXHIBIT B
TO
MASTER AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective August 31, 2016 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Net Health Systems, Inc., a Pennsylvania corporation (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

- (b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;
- (c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);
- (d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);
- (e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- (f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);
- (g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

- (a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;
- (b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) business days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.
- (c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;
- (d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information, to the extent known: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within five (5) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this Agreement the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall reasonably cooperate with the Covered Entity in such challenge, at Covered Entity's sole cost and expense;

(l) maintain a security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

BAA Approved by County BOS 09/16/14. Revised on 09/30/14

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

- (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;
- (b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and
- (c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within five (5) business days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

- (a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;
- (b) notify Business Associate in writing of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;
- (c) notify Business Associate in writing of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
- (d) notify Business Associate in writing of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
- (e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (f) To the extent that individual authorization is required for any use or disclosure of PHI contemplated under the Services Agreement, Covered Entity shall obtain such authorization prior to requesting that Business Associate make such use or disclosure.

4. **TERMS AND TERMINATION**

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Net Health
40 24th Street
Pittsburgh, PA 15222
Attn: Legal Department

If to Covered Entity, to:

NMC
Attn: Andrea Rosenberg
1441 Constitution Blvd,
Salinas CA 93906

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Subject to the indemnification procedures set forth below, Business Associate shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any third party claim, liability, loss, injury, cost, expense, penalty or damage, including reasonable costs incurred by the County with respect to any investigation, enforcement proceeding, or third party governmental action, arising out of, or in connection with, a material violation of this BAA or a Breach to the extent attributable to an act or omission of Business Associate and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. County's right to defense and/or indemnification hereunder is conditioned upon the following: prompt notice to Business Associate and demand for payment of any claim for which indemnity and/or defense is sought; control of the selection of counsel, investigation, preparation, and defense thereof by Business Associate; and reasonable cooperation by the County, at Business Associate's request and expense, in the defense of the claim. County shall have the right to participate in the defense of a claim by Business Associate with counsel of the County's choice at the County's expense. County shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, liabilities, losses, damages, cost, expenses, penalties or damages for which it is indemnified under this Section 5.7, regardless of whether the County has tendered its defense to Business Associate. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Parties.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

Net Health Systems, Inc.

By: 

Print Name: PATRICK COLLETTI

Print Title: PRESIDENT & CEO

Date: 8/1/2016

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

By: 

Print Name: GARY GREY

Print Title: CEO

Date: 8/31/16



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 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 4th 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

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

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: 
Josh Moyer

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

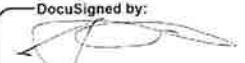
Date: 5/1/2024COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTERBy: 
Charles R. Harris
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Name: Charles R. Harris

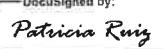
Title: CEO

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

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County CounselDate: 5/1/2024 | 8:56 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor ControllerDate: 5/2/2024 | 7:18 AM PDT



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.: 9

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 9 to the agreement (A-13298) with Net Health Systems, Inc. for physical therapy outpatient, scheduling, home exercise, analytics (ReDoc xFit) and Agility packages,, extending the agreement an additional one (1) year period (December 1, 2024 through November 30, 2025) for a revised full agreement term of August 31, 2016 through November 30, 2025, and adding \$81,788 for a revised total agreement amount not to exceed \$680,617.

PASSED AND ADOPTED on this 12th day of November 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 November 12, 2024.

Dated: November 18, 2024

File ID: A 24-495

Agenda Item No.: 31

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

A blue ink signature of Valerie Ralph.

Vicente Ramirez, Deputy

**AMENDMENT NO. 9
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC., AND
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER**

THIS AMENDMENT NO. 9 TO MASTER AGREEMENT (this "Amendment No. 9") 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; and

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

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; 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 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 now desire to amend the Agreement via this Amendment No. 9 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-9 through November 31, 2025, and Agility EH by virtue of Exhibit A-9.1 through November 31, 2025, adding an additional \$81,788 for a revised total Agreement amount of \$680,617.

AGREEMENT

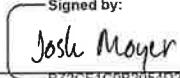
NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and representations set forth in this Amendment No. 9, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto intending to be legally bound agree as follow:

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 as attached to the Master Agreement, Exhibit A-1 as attached to Amendment No. 1, Exhibit A-2 as attached to Renewal & Amendment No. 2, Exhibit A-3 as attached to Amendment No. 3, Exhibit A-5 as attached to Amendment No. 5, and Exhibit A-6 as attached to Amendment No. 6, Exhibit A-7 and A-8 attached hereto this Amendment No. 7, plus Exhibit A-9 and Exhibit A-9.1 attached hereto this Amendment No. 9 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 Amendment No. 9 and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 9 shall control. Except as set forth in this Amendment No. 9, 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

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 9 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

Signed by:
By: 
B72CF1C0B2054D2

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

Date: 9/25/2024 | 11:51 AM PDT

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

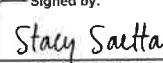
DocuSigned by:
By: 
4E1F837D204E481...

Name: Charles R. Harris

Title: CEO

Date: 11/21/2024 | 8:38 AM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: 
69B21D44C1541F
Monterey County Deputy County Counsel

Date: 10/14/2024 | 3:45 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: 
67E8E5E6
Monterey County Deputy Auditor Controller

Date: 10/16/2024 | 7:11 AM PDT

Exhibit A-9
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 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/YEARLY PAYMENTS)		1	BILLING START DATE:		December 1, 2024
SKU Code	Description - Authorized Site/Providers		Qty	Total One-Time Fees	Annual Fees/Unit
1 Location					
REx-HOSP-ADT REx-HOSP-BILL REx-HOSP-CLI REx-SCH REx-NHU-FT REx-NHU-PT REx-HCANNUAL-PS-R REx-EFAXIBOB-S-R REx-EFAX-IBOB REx-OPERATIONAL-NALYTICS	Net Health Therapy for Hospital Outpatient Includes the following features: <ul style="list-style-type: none"> • ADT Interface Hospital • Billing Interface Hospital • Clinical Interface Hospital • Scheduling Interface • NetHealth University - FT • NetHealth University - PT/PRN • Annual Health Checks (billed monthly) • E-Fax Module IB/OB Setup Fee billed monthly • E-Fax Module IB/OB • Missed Visit Predictor 		1	\$0.00	\$68,411.88
REx-HOSP-NC	Net Health Therapy for Hospital Outpatient - Non-Clinical User	2			Included Above
REx-HOSP-PT	Net Health Therapy for Hospital Outpatient - Part Time/PRN	5			Included Above
REx-HOSP-FT	Net Health Therapy for Hospital Outpatient - Full Time	11			Included Above
REx-EFAXUSE-IBOB	E-Fax Module IB/OB (per page)	1		\$0.07	Variable
REx-PEM-S REx-PEM-DI REx-PEM-EM REx-PEM-RM REx-PEM-SSR REx-INPHONEC500 REx-INPHONE-DEV	Patient Engagement Suite for Therapy Includes the following features: <ul style="list-style-type: none"> • Patient Engagement Marketing Setup • Net Health Digital Intake • Net Health Email Marketing and Patient Messaging • Net Health Reputation Management • Net Health Self Scheduling Requests • Inphonite Call Reminder Credits (500 credits) (1) • Inphonite Interface Development 		1	\$0.00	Included Above
FO-OUTMCLINIC FO-OUTM FO-FOTOOM-T REx-BIOEX REx-BIOEX-S	<ul style="list-style-type: none"> • FOTO Patient Outcomes Manager System - Clinic Fees • FOTO Patient Outcomes Manager System - Clinician Fees (3) • FOTO Outcomes Manager Setup and Training Fee • BioEx (Home Exercise Program) (3) • BioEx (Home Exercise Program) Setup Fee 				

REx-PEM	Patient Engagement Suite (1st Site)	1			Included Above
REx-FOTOOM	FOTO Patient Outcomes Manager	13			Included Above
REx-BIOEX	BioEx (Home Exercise Program)	13			Included Above

TOTAL FEES ON SALES PROPOSAL (Applicable Taxes and Expenses Billed Separately)	\$0.00	\$68,411.88
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Pricing: Pricing is based on purchases made directly from Net Health Systems for specific licenses, quantities, license duration and purchase date. Alteration to any of these factors is subject to pricing change accordingly.

Exhibit A-9.1
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 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/YEARLY PAYMENTS)		1	BILLING START DATE:		December 1, 2024
SKU Code	Description - Authorized Site/Providers		Qty	Total One-Time Fees	Annual Fees/Unit
1 Location					
AG-EH-HOSP-H	EH 1st Hospital Site (includes 5 concurrent users per hospital)	1	\$0.00	\$13,015.20	\$13,015.20
AG-ADobe-H	Adobe Standard Monthly Subscription License	1	\$0.00	\$360.00	\$360.00
AG-EH- ADDHOSPSUP- H	Additional EH Hospital Site - Perpetual Maintenance/Support	1	\$0.00	\$0.00	\$0.00
TOTAL FEES ON SALES PROPOSAL (Applicable Taxes and Expenses Billed Separately)			\$0.00	\$13,375.21	

Pricing: Pricing is based on purchases made directly from Net Health Systems for specific licenses, quantities, license duration and purchase date. Alteration to any of these factors is subject to pricing change accordingly.

**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

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.

By:  Joshua M. Moyer
B72CF1C0B2054D2...

Name: Joshua M. Moyer
Title: Chief Risk Officer & General Counsel
Date: 12/15/2025 | 1:20 PM PST

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

By: _____
Name: Charles R. Harris
Title: CEO
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 <i>Non-Clinical User</i>	3	\$0.00	\$0.00		Included Above
REx-HOSP-PT	Net Health Therapy for Hospital Outpatient <i>Part Time/PRN</i>	5	\$0.00	\$0.00		Included Above
REx-HOSP-FT	Net Health Therapy for Hospital Outpatient <i>Full Time</i>	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