



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

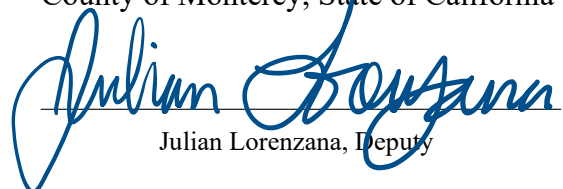
ABSENT: None

(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


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:

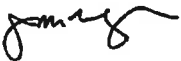
1. Recitals. The above Recitals are incorporated herein by reference.
2. Section 1 (a) shall be amended to the following:
“License Grant. Subject to the terms and condition and limitations set forth in this Agreement, Net Health hereby grants to CUSTOMER, and CUSTOMER accepts and receives the non-exclusive, 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.

COUNTY OF MONTEREY ON BEHALF OF
NATIVIDAD MEDICAL CENTER

By:  _____

By: Charles R. Harris _____

Name: Joshua Moyer

Name: Charles R. Harris

Title: Vice President & General Counsel

Title: ~~Interim~~ CEO

Date: Mar 16, 2022

Date: April 27, 2022

Reviewed and approved as to form.



Chief Deputy County Counsel
April 8, 2022

Reviewed as to fiscal provisions

Burcu Mousa

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	Pre-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.

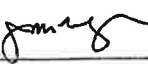
Payment Terms. One-times Fees are due upon execution of this Purchase Schedule. Annual Fees are payable by CUSTOMER to Net Health on an Annual basis, shall commence on the Billing Start Date and continue thereafter for the Initial Term. Net Health will invoice CUSTOMER, and payments shall be due within 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: 

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/data 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	Pro-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

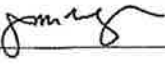


accordance with the Agreement. Net Health accepts payment by check, credit card, and ACH. Additional fees may apply to payments made by credit card. Credit card or ACH payment is required for Monthly Fees totaling \$1,000 or less.

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: 

Name: Joshua Moyer

Title: Vice President & General Counsel

Date: Apr 8, 2022

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

By: 

Name: Charles R. Harris

Title: CEO

Date: April 27, 2022