

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:

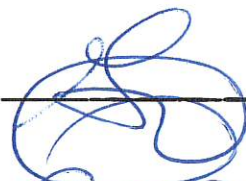
1. Recitals. The above Recitals are incorporated herein by reference.
2. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 5 shall control. Except as set forth 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.

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD
MEDICAL CENTER

By:  _____

By:  _____

Name: Joshua M. Moyer

Name:  _____

Title: General Counsel and Secretary

Title:  _____

Date: Jan 28, 2021 _____

Date:  _____

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



Deputy County Counsel

Reviewed for Fiscal Provisions
2-15-2021

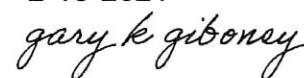


EXHIBIT A-5
TO
Master Agreement
PURCHASE SCHEDULE



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").

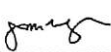
ANNUAL SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)			1			
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
	Agility Iron Bridge Immunization Registry Interface Development for Natividad Medical Center, 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		

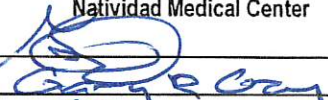
Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue with respect to each of the Licensed Software and/or Interface(s) set forth above, as applicable, for the specified number of years set forth above following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

By:  Net Health Systems, Inc.
Name: Joshua M. Moyer
Title: General Counsel

By:  Natividad Medical Center
Name: George R. Cozart
Title: CEO