THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

23-109 A-1

SAP Number
4400021568

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Net Health Systems, Inc.
Contractor Representative	Becca Struble
Telephone Number	(412) 235-4225
Contract Term	January 1, 2023 through December 31, 2027
Original Contract Amount	$48,480
Amendment Amount	$35,705
Total Contract Amount	$84,185
Cost Center	7421

IT IS HEREBY AGREED AS FOLLOWS*:*

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") is effective January 1, 2027, is made by and between Net Health Systems, Inc. ("Net Health"), and San Bernardino County ("CUSTOMER") and modifies the terms to agreement executed between the parties as of January 1, 2023 ("Agreement").

1. Delete Section 4(a) in its entirety and replace with the following:

(a) General. The term of this Agreement ("Term") shall commence on January 1, 2023 and shall remain in effect until December 21, 2027, subject to earlier termination in accordance with this Agreement.

2. Add Exhibit A-1 to Master Agreement, Purchase Schedule, to the contract as attached hereto and incorporated herein.

3. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**. Contractor has disclosed to the County using Attachment B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section

84308, Contractor is prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract. In the event of a further proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than $500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

4. **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect.

5. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement or the Amendment, as applicable.

6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Joshua Moyer
(*Print or type name of person signing contract)*

Title Chief Risk Officer
(Print or Type)

Dated:

Address

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Bonnie Uphold, Supervising Deputy County Counsel		
Date	Date	Date

EXHIBIT A-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 San Bernardino County, a political subdivision organized and existing under the constitution and laws of the State of California on behalf of Arrowhead Regional Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of January 1, 2023 executed between the parties (the "Agreement").

Annual SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)		2	BILLING START DATE:		January 1, 2026	
SKU Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
Arrowhead Regional Medical Center - 400 North Pepper Avenue, Colton, CA 92324						
AG-IBHOSP-H	Immunization Export to State Registry Interface	1	$0.00	$0.00	$2,700.00	$2,700.00
AG-ADOBE-H	Adobe Standard Monthly Subscription License	5	$0.00	$0.00	$360.00	$1,800.00
AG-EH-HOSP-H	EH 1st Hospital Site (includes 5 concurrent users per hospital)	1	$0.00	$0.00	$13,352.40	$13,352.40

TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)	$0.00		$17,852.40

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 years set forth above following the Billing Start Date.

Payment Terms. One-time 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 thirty (30) 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 $2,500 or less and in all such cases, CUSTOMER agrees to promptly complete the set up for auto payment of Monthly Fees via credit card, ACH or EFT pull by contacting the Net Health Accounting Department at 1-877-894-9973.

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.		**San Bernardino County on behalf of Arrowhead Regional Medical Center**	
By:		By:	
Name:	Joshua M. Moyer	Name:	Dawn Rowe
Title:	General Counsel	Title:	Chair, Board of Supervisors
Date:		Date:	

ATTACHMENT B
Levine Act –
Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under $50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or $50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.
Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

(1) One business entity has a controlling ownership interest in the other business entity;
(2) there is shared management and control between the entities; or
(3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Net Health Systems, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

   Wholly owned by Net Health Acquisition Corp.

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Net Health Acquisition Corp.	Holding Company

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than $500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

   No ☒ If no, please skip Question No. 10.

   Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

    Name of Contributor: _____

    Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.