

AMENDMENT NO. 3 TO MASTER AGREEMENT

This third Amendment (the "Amendment") is hereby made a part of a certain Master Services Agreement dated July 1 2017 (the "Agreement"), by and between DrFirst.com, Inc., a Delaware corporation having its principal place of business at 9420 Key West Avenue, Suite 101, Rockville, Maryland 20850 ("DrFirst") and County of Monterey ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, having its principal place of business at 1441 Constitution Blvd, Salinas, CA 93906-3100 ("Company") (collectively, the "Parties").

WHEREAS, DrFirst and Company entered into a Master Agreement effective on July 1, 2017 for certain technology services as defined in the Agreement and a total Agreement amount not to exceed \$249,000; and

WHEREAS, the Parties amended the Agreement on August 30, 2019 via Amendment No. 1 to add PDMP Access to the Rcopia Application for its Authorized End Users and an additional \$18,060, thereby increasing the total Agreement amount to \$267,060 with no changes to the term of Agreement (July 1, 2019 through June 30, 2020); and

WHEREAS the Parties amended the Agreement on June 12, 2020 via Amendment No. 2 to extend the term for an additional three (3) year through June 30, 2023 for a revised term of Agreement (July 1, 2019 through June 30, 2023), to memorialize the billing for Rcopia AC and EPCS Gold services, and to add an additional \$249,000, thereby increasing the total Agreement amount to \$516,060; and

WHEREAS the Parties currently wish to amend the Agreement via Amendment No. 3 to extend the term of the PDMP Access to the Rcopia Application for its Authorized End Users through June 30, 2023 and to add an additional \$6,020, thereby increasing the total Agreement amount to \$522,080 with no changes to the overall term of the Agreement (July 1, 2019 through June 30, 2023); and

NOW, THEREFORE, intending to be legally bound hereby, the Parties do hereby agree to, and do hereby, amend the Agreement, as follows:

1. Exhibit 1. "Exhibit 1: Pricing Schedule" is amended and replaced in its entirety with "Exhibit 1: Revised Pricing Schedule as per Amendment No. 3"
2. Except as provided herein, the Parties agree that all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.

County of Monterey ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility

By: Andrew Rosenbly

for Printed Name: Charles R. Harris

Title: Chief Executive Officer

Date: 11/22/2022

Approved as to Legal Provisions

By: Stacy J. Smith
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 11/17/2022

Approved as to Fiscal Provisions

By: Jennifer Forsyth
Monterey County Deputy Auditor/Controller

Date: Auditor-Controller Analyst II, 11/17/2022

DRFIRST.COM, INC.

By:

Paul Banta

Printed Name: Paul Banta

Title: Chief Administrative Officer

Date: Nov 16, 2022



Exhibit 1: Revised Pricing Schedule as per Amendment No. 3

1. Annual License Fee:

- a. For PDMP Access. DrFirst shall invoice company upon execution of Amendment 3:

| Bed Count | PDMP Annual License fee |
|-----------|-------------------------|
| 172 | \$6,020 |

2. Service Maintenance Fee:

- a. For PDMP Access: Company will pay an annual Service License Fee due under Section 1(a) of this Exhibit. Customer agrees to remit payment in accordance with the payment terms of the Agreement.
- b. In the event Company's bed count increases materially, or DrFirst's cost of obtaining PDMP Data increases, DrFirst shall have the right to increase the Service Maintenance Fee accordingly. Any such adjustment shall become binding by a written amendment signed by both parties.
- c. In the event Company's bed count increases materially, or DrFirst's cost of obtaining PDMP Data increases, DrFirst shall have the right to increase the Service Hosting Fee accordingly. If bed count does not exceed 202 beds then total amount will not exceed \$7,070. Beyond 202 bed count, the Parties will agree to such adjustment by a written amendment signed by both Parties.