



## AMENDMENT NO. 5 TO MASTER AGREEMENT

This fifth 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 230, Rockville, Maryland 20850 (“DrFirst”) and the 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”). **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and DrFirst are referred to as the “Parties” to this Agreement, with respect to the following:**

**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 period 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 amended the Agreement on November 22, 2022 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 to provide Rcopia AC, EPCS, and PDMP services 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

**WHEREAS** the Parties amended the Agreement on June 23, 2023 via Amendment No. 4 to consolidate and align the invoice dates for all of Company’s existing licenses and to extend the term for an additional three (3) year period through August 31, 2026 for a revised term of Agreement (July 1, 2019 through August 31, 2026) and to add an additional \$318,091, thereby increasing the total Agreement amount to \$840,171; and

**WHEREAS**, the Parties wish to amend the Agreement via Amendment No. 5 to extend the term for an additional three (3) year period through June 30, 2029 for a revised term of Agreement (July 1, 2019 through August 31, 2029) to include Prescription Engagement Services at no cost and to increase the amount payable by \$315,420, thereby increasing the total Agreement amount to \$1,155,591.



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

1. The Parties agree to revise the fee structure attached hereto as “**Exhibit C-5 as per Amendment No. 5**”.
2. Section 8.1 “Term” shall be amended to the following:  
“The term of this Agreement is July 1, 2019 through August 31, 2029. Should Parties agree to extend the Term, they may do so by executing a written amendment to this Agreement which is signed by both Parties.”
3. Second sentence of section 3.1 “Fees” shall be amended to the following:  
“DrFirst will submit invoices to COUNTY with respect to such fees according to the relevant payment schedules indicated in the Pricing Exhibit C-5 as per Amendment No. 5.”
4. Schedule of Exhibits pursuant to page 10 of the Master Agreement shall be amended to incorporate the following attached exhibits and constitute a part of this Agreement:

Exhibit A: Rcopia AC Services

Exhibit B: EPCS Services

~~Exhibit C: Fee Structure~~

~~Exhibit 1: Pricing Schedule as per Amendment No. 1~~

~~Exhibit C-1: Renewal Pricing as per Amendment No. 2~~

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

~~Exhibit C-4: Renewal Pricing as per Amendment No. 4~~

Exhibit C-5: Renewal Pricing as per Amendment No. 5

Exhibit C-5.1: Prescription Engagement Services as per Amendment No. 5

Exhibit D: BAA

Exhibit E: Data Security”

5. “Exhibit C-4: Renewal Pricing Schedule as per Amendment No. 4” is amended and replaced in its entirety with "Exhibit C-5 as per Amendment No. 5.”
6. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4.
7. A copy of this Amendment No. 5 shall be attached to the Agreement.
8. This Amendment No. 5 shall be effective when signed by both Parties.

**[Signature page to follow]**



IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

**COMPANY: COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER**

**DRFIRST.COM, INC.**

By: \_\_\_\_\_

**Printed Name:** Charles R. Harris

**Title:** Chief Executive Office (CEO)

**Date:**

Signed by:  
*Paul Banta*  
By: \_\_\_\_\_  
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**Printed Name:** Paul Banta

**Title:** Chief Operating Officer

**Date:** 6/2/2026 | 11:54 AM PDT

**APPROVED AS TO LEGAL PROVISIONS**

Signed by:  
*Stacy Saetta*  
By: \_\_\_\_\_  
096D7D44C3341D  
Monterey County Deputy County Counsel

Date: 6/10/2026 | 4:22 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
*Patricia Ruiz*  
By: \_\_\_\_\_  
E79EF64E57454E6  
Monterey County Deputy Auditor/Controller

Date: 6/11/2026 | 7:51 AM PDT



**Exhibit C-5**  
Renewal Pricing as per Amendment No. 5

**1. Pricing.**

**Rcopia AC**

4 <sup>th</sup> Year (August 1, 2026 – July 31, 2027) License Fee	5 <sup>th</sup> Year (August 1, 2027 – July 31, 2028) License Fee	6 <sup>th</sup> Year (August 1, 2028 – July 31, 2029) License Fee
\$75,020.00	\$75,020.00	\$75,020.00

**EPCS\***

4 <sup>th</sup> Year (August 1, 2026 – July 31, 2027) License Fee	5 <sup>th</sup> Year (August 1, 2027 – July 31, 2028) License Fee	6 <sup>th</sup> Year (August 1, 2028 – July 31, 2029) License Fee
\$21,000.00	\$21,000.00	\$21,000.00

**PDMP**

4 <sup>th</sup> Year (August 1, 2026 – July 31, 2027) License Fee	5 <sup>th</sup> Year (August 1, 2027 – July 31, 2028) License Fee	6 <sup>th</sup> Year (August 1, 2028 – July 31, 2029) License Fee
\$6,020.00	\$6,020.00	\$6,020.00

**2. Payment.**

- a. For the services and product set forth above, Company shall be invoiced \$102,040.00 on 08/31/2026 for the 4th year fees and as recited in b below Customer agrees to remit payment in accordance with the payment terms of the Agreement.
- b. Company shall be invoiced \$102,040.00 for the 5th year fees on 08/31/2027. Company shall be invoiced \$102,040.00 for the 6th year fees on 08/31/2028.
- c. Bed Count Adjustment: If Company’s bed count (as published by the American Hospital Directory or Definitive Healthcare) increases between the issuance of any two annual invoices, then DrFirst shall be permitted to invoice Company in accordance with its more current bed count.
- d. Should DrFirst’s costs of obtaining Medication History increase by 3% or more during the term of this agreement, DrFirst shall have the right to increase the license fees by way of an Amendment signed by both parties.



**Exhibit C-5.1**  
**PRESCRIPTION ENGAGEMENT SERVICES**  
**DRFIRST MEDITECH CUSTOMERS**

**I. DEFINITIONS.**

- A. **“Prescription Engagement Services”** means DrFirst’s solution which, when integrated with the Company Software through Prescription Engagement APIs as part of the Integrated Offering, enables Notifications to patients of Authorized End Users.
- B. **“Notifications”** means outbound SMS text messages sent to patients that are related to and triggered by electronic prescribing events initiated by Authorized End Users and contain a Prescription Engagement Services web link (URL).
- C. **“Prescription Engagement APIs”** shall mean the application programming interfaces which allow for the connection required to enable triggers for Prescription Engagement Services.

**II. PRESCRIPTION ENGAGEMENT SERVICES DESCRIPTION.**

The Prescription Engagement Services work by triggering Notifications to patients after Authorized End Users complete electronic prescription transactions within the Integrated Offering. Notifications can be delivered for prescription and healthcare related events and include a clickable Prescription Engagement link (URL) allowing patients to visit a secure website to view their prescription medications, pharmacy information, educational material, savings offers, and other information and enhancements related to the prescription or other information related to the healthcare of the patient, including but not limited to opportunities to be connected to patient support programs or pharma hubs. For some programs, patients may choose to share data with third-parties pursuant to a HIPAA authorization in accordance with 45 CFR Section 164.508. The Prescription Engagement Services require DrFirst to provide de-identified data to third-party sponsors of program content related to patients’ utilization of the Prescription Engagement Services.

**III. DRFIRST RESPONSIBILITIES.**

DrFirst shall integrate the Prescription Engagement APIs with the Company Software to trigger Notifications to patients using the Prescription Engagement Services.

**IV. COMPANY RESPONSIBILITIES.**

Company shall ensure that Authorized End Users obtain any and all consents, opt-ins, and authorizations (including but not limited to as required by HIPAA, the TCPA, or any applicable state law) from patients required for DrFirst to send Notifications to patients. Company shall ensure that the cellular phone numbers provided for the patients who will receive Notifications are complete and accurate. Company must integrate the Prescription Engagement Services within twelve (12) months of the date of execution of this Exhibit C-5.1.