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MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of **July 1, 2026** ("Effective Date"), by and between The Health Co-Lab, LLC, doing business as Last Mile RCM, a New Hampshire limited liability company ("Last Mile RCM" or "Provider"), and [**County of Monterey Department of Social Services**], a [**Government Agency**] ("Client").

WHEREAS, Last Mile RCM specializes in revenue cycle management services, including the translation of clinical and administrative data from electronic medical records and case management systems into X12 EDI transactions for submission to health insurance payers, as well as eligibility verification, claims submission, post-adjudication maintenance, and service authorization management; and

WHEREAS, Client desires to engage Last Mile RCM to perform certain revenue cycle management services on Client's behalf, and Client and Last Mile RCM desire to establish the terms and conditions of such engagement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Authorized User" means Client or Client's designated employees, contractors, or agents who are authorized to access Last Mile RCM's systems and platforms for purposes of utilizing the Services.

1.2 "Claims Data" means all data related to medical claims, including but not limited to claim submissions, claim status, remittance advice, adjudication results, and related correspondence provided by or on behalf of Client.

1.3 "Client" means the entity executing this Agreement, which may be either a Single-Provider Engagement or a Platform Client as defined herein.

1.4 "Effective Date" means the date first written above, on which the parties shall commence the Services as described herein.

1.5 "End Provider" means an individual healthcare provider, medical practice, clinic, or other healthcare delivery organization whose claims and eligibility data are processed through a Platform Client's system or network.

1.6 "EDI Standards" means the X12 Electronic Data Interchange standards adopted under HIPAA for healthcare transactions, including but not limited to the 837 (Professional and Institutional Claims), 835 (Electronic Remittance Advice), 270/271 (Eligibility Inquiry and Response), 276/277 (Claim Status Inquiry and Response), and 278 (Service Authorization) transaction sets.

1.7 "EDI Transaction" means any electronic transaction conforming to the EDI Standards that Last Mile RCM generates, translates, submits, or processes on behalf of Client as part of the Services.

1.8 "Integration Method" means the method by which Client's claims and eligibility data are transmitted to Last Mile RCM, including API integration, manual data loads, or a hybrid approach as further described in Section 3.

1.9 "PHI" means Protected Health Information as defined under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations.

1.10 "Platform Client" means a Client that is an electronic medical record (EMR), case management system, health information exchange, or other technology platform that deploys Last Mile RCM's Services across multiple End Providers as described in Section 4.2.

1.11 "Services" means the revenue cycle management services performed by Last Mile RCM as described in Section 2, including EDI transaction processing and claims translation, eligibility verification, claims submission and post-adjudication maintenance, and service authorization management.

1.12 "Single-Provider Engagement" means an engagement where Client is a healthcare provider or practice directly engaging Last Mile RCM for Services, as opposed to a Platform Client deploying Services across multiple End Providers.

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2. SERVICES

2.1 Provider Registration Process. Last Mile RCM shall facilitate the registration and onboarding of Client's healthcare providers into the Last Mile RCM platform. The provider registration process shall include:

(a) NPI Lookup and Verification: Integration with the National Plan and Provider Enumeration System (NPPES) database to locate and verify provider information using the provider's National Provider Identifier (NPI) or organization name;

(b) Provider Profile Creation: Establishment of provider records within the Last Mile RCM system, including provider demographics, taxonomy codes, service locations, and applicable billing identifiers;

(c) Data Mapping Configuration: For each registered provider, Last Mile RCM shall configure data field mappings between Client's source system (EMR, case management system, or other data source) and the Last Mile RCM platform, which mappings shall be retained for subsequent data imports; and

(d) Multi-Tenant Support: For Platform Clients, Last Mile RCM shall support the registration of multiple providers under a single Client tenant, enabling centralized billing management across providers.

2.2 Payer Registration Process. Last Mile RCM shall facilitate the registration and enrollment of payers on behalf of Client's registered providers. The payer registration process shall include:

(a) Payer Connection Setup: Establishment of electronic connectivity with Client's contracted health insurance payers for claims submission, eligibility verification, and related EDI Transactions;

(b) Electronic Remittance Advice (ERA) Enrollment: Submission of ERA enrollment requests to applicable payers via payer APIs to enable automated receipt of electronic remittance advice (835 transactions) for Client's registered providers;

(c) Payer Name Matching: Automated matching of payer identifiers from Client's source systems against the Last Mile RCM payer database, including resolution of inconsistent payer naming conventions; and

(d) Payer Enrollment Verification: Verification of existing payer enrollments and identification of any required enrollment actions for each registered provider and payer combination.

2.3 Rate Table Development. Last Mile RCM shall support the development of payer-specific rate tables for use in claims validation and revenue analysis. Rate table services shall include:

(a) Contract Parsing: AI-assisted extraction of reimbursement rates, procedure codes (HCPCS/CPT), modifiers, billing units, and service-specific terms from Client's uploaded payer contracts;

(b) Rate Table Validation: Client shall review and validate all parsed rates against the original payer contract prior to activation. Last Mile RCM shall present extracted rates with a recommendation that Client confirm accuracy, as automated parsing may not capture all contract terms or nuances;

(c) Authorization Rule Identification: Identification of services within the rate table that require prior authorization based on payer contract terms.

For Clients operating under Tier 1 (Platform Access), the ongoing maintenance of rate tables to reflect payer contract amendments, rate changes, and new service additions shall be the responsibility of Client. Client shall update rate tables within the platform as necessary to ensure continued accuracy of claims validation and revenue analysis.

2.4 EDI Transaction Processing and Claims Translation. Last Mile RCM's core service is the translation of clinical and administrative data from Client's electronic medical record (EMR), case management system, or other health information technology platform into EDI Transactions conforming to the EDI Standards for submission to and processing by health insurance payers. Last Mile RCM shall:

(a) Receive and ingest Claims Data from Client through the designated Integration Method;

(b) Translate and map clinical encounter data, diagnosis codes, procedure codes, and supporting documentation into compliant X12 837P (Professional) claim formats;

(c) Validate EDI Transactions for compliance with payer-specific requirements, HIPAA transaction standards, and applicable billing rules prior to submission;

(d) Submit EDI Transactions to the designated health insurance payers or clearinghouses on Client's behalf; and

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(e) Process return EDI Transactions, including 835 (Electronic Remittance Advice), 277 (Claim Status Response), and 271 (Eligibility Response) transactions, and make such data available to Client through the designated Integration Method.

2.5 Eligibility Verification. Last Mile RCM shall perform real-time eligibility verification with payers for Client's patients and services using 270/271 EDI Transactions, identifying coverage status, deductible information, copay amounts, and authorization requirements. Eligibility verification results shall be made available to Client's Authorized Users through the designated Integration Method.

2.6 Claims Submission and Post-Adjudication Maintenance. Last Mile RCM shall submit claims to payers on behalf of Client in compliance with applicable payer requirements, system configurations, and EDI Standards. Last Mile RCM shall also provide post-adjudication maintenance services, including claims submission and post-submission adjudication activities, monitoring of claim status, identification and alerting of rejected or denied claims, and remittance reconciliation using 835 EDI Transactions.

2.7 Service Authorization Management. Last Mile RCM shall provide service authorization management through the Last Mile RCM platform, including:

(a) Authorization Tracking: Tracking of service authorization requests, expiration dates, and utilization across all payers to drive underlying system claims submission rules and logic;

(b) Claims Validation Logic: Automated backend logic that prevents submission of claims lacking an active service authorization, reducing denials attributable to missing or expired authorizations;

(c) Prior Authorization Alerts: Automated notifications to Authorized Users when a patient's diagnosis code and service code combination requires prior authorization based on payer rules; and

(d) Authorization Records: Centralized repository of all service authorization documentation accessible to Client's Authorized Users.

2.8 Managed Services. In addition to the platform-based Services described in Sections 2.1 through 2.7, Last Mile RCM offers managed service tiers that provide varying levels of hands-on support for Client's revenue cycle operations. Client shall elect a service tier as set forth in the applicable Order Form or Statement of Work.

2.8.1 Tier 1 – Platform Access. Under Tier 1, Client receives access to the Last Mile RCM platform and all automated functionality described in Sections 2.1 through 2.7. Tier 1 is a self-service model in which Client's Authorized Users operate the platform directly, including managing claims dashboards, initiating claims submissions, monitoring authorization status, and reviewing eligibility results. Last Mile RCM shall provide technical support, system maintenance, and platform updates as part of Tier 1 services.

2.8.2 Tier 2 – Professional Managed Services. Under Tier 2, Client may elect to engage Last Mile RCM service professionals to perform one or more of the following revenue cycle management activities on Client's behalf, on an a la carte basis as specified in the applicable Order Form or Statement of Work:

(a) Claims Dashboard Management: Active monitoring and management of Client's claims dashboard, including review of claim status, identification of exceptions, and prioritization of claims requiring attention;

(b) Claims Submission Oversight: Review, validation, and oversight of all claims prior to and during submission to payers, including coordination with Client to resolve data discrepancies or missing information;

(c) Denied Claims Management: Investigation and resolution of denied claims, including identification of denial root causes, preparation and submission of corrected claims or appeals, and follow-up with payers to achieve favorable claim status; and

(d) Authorization Management: Obtaining service authorization approvals from payers on Client's behalf, including submission of clinical documentation, monitoring of authorization expiration dates, initiation of reauthorization requests, management of appeals for denied or partially approved authorizations, and communication of authorization outcomes to Client through the designated Integration Method; and

(e) Rate Table Maintenance: Ongoing maintenance of Client's rate tables to reflect payer contract amendments, rate changes, and new service additions upon receipt of updated contract documentation from Client. Client shall promptly provide Last Mile RCM with any payer contract amendments or updated fee schedules.

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Tier 2 services are subject to the Managed Services fees set forth in Exhibit A. Client's election of specific Tier 2 services shall be documented in the applicable Order Form or Statement of Work. Election of any Tier 2 services includes all Tier 1 Platform Access capabilities.

2.9 Scope Limitations. Client acknowledges that Last Mile RCM shall not be responsible for: (a) the accuracy or completeness of Claims Data or other information provided by Client or End Providers; (b) payer decisions regarding claims adjudication, service authorization approvals, or eligibility determinations; (c) delays caused by Client's failure to provide required Claims Data or documentation in a timely manner; or (d) acts or omissions of third-party payers, clearinghouses, or governmental agencies.

3. INTEGRATION AND DATA EXCHANGE

3.1 API Integration. If Client and Last Mile RCM elect API integration, Last Mile RCM shall provide Client with access to its application programming interface (API) to enable automated transmission of patient demographic data, clinical encounter data, service authorization requests, eligibility verification requests, and Claims Data for translation into EDI Transactions. API integration specifications and requirements shall be documented in a mutually agreed integration plan.

3.2 Manual Data Load. If Client and Last Mile RCM elect manual data load as the Integration Method, Client shall provide Claims Data and patient information to Last Mile RCM on a regular schedule as mutually agreed. Manual data load shall utilize standard file formats such as delimited text files, CSV, or other formats mutually agreed by the parties.

3.3 Hybrid Approach. Client and Last Mile RCM may elect to utilize a hybrid approach combining API integration for certain data elements with manual data loads for other elements. The specific hybrid approach shall be documented in a mutually agreed integration plan.

3.4 Integration Requirements and Responsibilities. Client shall ensure that all Claims Data and patient information transmitted to Last Mile RCM is accurate, complete, timely, and complies with all applicable laws and regulations. Last Mile RCM shall maintain the security and confidentiality of all data received from Client in accordance with HIPAA and this Agreement. Client shall designate Authorized Users who have received appropriate training on the Integration Method prior to transmission of any PHI.

4. CLIENT TYPES AND DEPLOYMENT MODELS

4.1 Single-Provider Engagement. In a Single-Provider Engagement, Client is a healthcare provider or practice engaging Last Mile RCM directly. Client shall be solely responsible for all Claims Data, patient information, and Authorized Users within its organization. Last Mile RCM shall provide Services only to Client and shall not extend Services to any other entities unless separately contracted.

4.2 Platform Engagement. In a Platform Engagement, Client is an EMR, case management system, health information exchange, or similar platform ("Platform Client") that deploys Last Mile RCM's Services to multiple End Providers. Platform Client shall be responsible for (a) integrating Last Mile RCM's Services into its platform; (b) managing Authorized Users and access controls; (c) ensuring all End Providers comply with applicable laws and this Agreement; and (d) serving as Last Mile RCM's primary point of contact. Claims Data and patient information for End Providers shall flow through Platform Client's integration to Last Mile RCM's systems.

4.3 End Provider Onboarding. In a Platform Engagement, Platform Client shall be responsible for onboarding End Providers and ensuring they understand the Services and any necessary requirements. Platform Client shall provide Last Mile RCM with a list of End Providers and shall maintain an updated roster as End Providers are added or removed. Last Mile RCM shall not have independent contractual relationships with End Providers unless separately agreed.

5. CLIENT OBLIGATIONS

Client shall: (a) provide Last Mile RCM with timely and accurate Claims Data, clinical encounter data, patient demographic information, authorization requests, and any other data necessary for Last Mile RCM to translate into EDI Transactions and otherwise perform the Services; (b) designate and train Authorized Users with appropriate credentials and security awareness; (c) implement and maintain security measures to protect the confidentiality of access credentials and login information; (d) notify Last Mile RCM immediately of any unauthorized access, data breaches, or security incidents involving Claims Data or PHI; (e) cooperate with Last Mile RCM in resolving claims disputes, payer communications, and other issues requiring Client input; (f) maintain current payer contract information, policies, and procedures; (g) comply with all payer

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requirements and applicable laws; and (h) maintain business associate agreements and other documents as required by law and this Agreement.

Docusign Envelope ID: 9014090C-E843-8DA2-83AF-8127E97785CD

EXHIBIT A

FEE SCHEDULE

This Fee Schedule is incorporated into and made a part of the Master Services Agreement (the "Agreement") between The Health Co-Lab, LLC d/b/a Last Mile RCM ("Last Mile RCM") and Client. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

1. Service Tier Selection

Client shall elect one of the following service models. The elected model shall be indicated in the applicable Order Form or Statement of Work executed by the parties.

2. Tier 1 – Professional Managed Services

2.1 Service Fee. A percentage-based fee equal to the applicable rate of total submitted claim value per billing period, subject to a monthly minimum as set forth below.

2.2 Standard Claims Rate. For standard claims (individual claim value of $100.00 or less): 5% of submitted claim value.

2.3 High-Value Claims Rate. For high-value claims (individual claim value exceeding $100.00): 5% of submitted claim value.

2.4 Monthly Minimum. The monthly minimum fee for Tier 2 services shall be an additional 5% of submitted claim value. In any billing period where the calculated service fees under Sections 3.2 and 3.3 are less than the monthly minimum, Client shall pay the monthly minimum fee.

2.5 Included Services. Tier 2 includes all Tier 1 Platform capabilities plus: obtaining service authorization approvals, managing reauthorizations, handling authorization appeals, eligibility verification, claims submission, and post-adjudication maintenance as described in Sections 2.1 through 2.8 of the Agreement.

3. Platform Client Pricing

For Platform Clients deploying Last Mile RCM services across multiple tenants or end-user organizations, the following pricing structure shall apply in lieu of the standard Tier 1 and Tier 2 pricing above, as negotiated in the applicable Platform Agreement:

3.1 Custom Platform Pricing. Platform access fees and per-claim rates shall be set forth in the applicable Platform Agreement or Statement of Work and may reflect volume-based discounts.

3.2 Pricing Review Period. An initial pricing review shall occur after 10,000 claims processed or twelve (12) months from the Effective Date, whichever occurs first. Following the initial review, pricing shall be reviewed annually.

4. Additional Services

4.1 Payer Connection. Payer connection setup: No additional charge.

4.2 Payer Enrollment. Payer enrollment services: No additional charge.

5. Payment Terms

All fees shall be invoiced monthly in arrears based on actual claims volume and services rendered during the preceding billing period. Payment shall be due within thirty (30) days after receipt of a certified invoice in the Office of the Auditor-Controller.

6. Fee Adjustments

Last Mile RCM may adjust the fees set forth in this Exhibit A upon written agreement signed by both parties. Any fee adjustment shall not exceed five percent (5%) of the then-current fees unless otherwise agreed in writing by the parties.

7. TERM AND TERMINATION

7.1 Initial Term. This Agreement shall commence on the Effective Date and shall continue for an initial term of [one (1) year / other term] ("Initial Term"), unless earlier terminated as provided herein.

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7.2 Renewal. Upon expiration of the Initial Term, this Agreement shall renew for up to five one year amendments, written and signed by the parties.

7.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within [thirty (30)] days of receiving written notice specifying the breach; (b) becomes insolvent, files for bankruptcy, or is the subject of involuntary bankruptcy proceedings; or (c) engages in conduct that violates applicable law or compromises the security of Claims Data or PHI.

7.4 Termination Without Cause. Either party may terminate this Agreement without cause upon [ninety (90)] days' written notice to the other party. In the event of Client-initiated termination without cause, Client shall remain liable for all fees due through the end of the then-current month and any fees accrued prior to the effective date of termination.

7.5 Effect of Termination. Upon termination of this Agreement, Client shall immediately cease accessing Last Mile RCM's systems and platforms. Last Mile RCM shall return or securely destroy all Claims Data and PHI within [thirty (30)] days of termination, as directed by Client in writing and in compliance with HIPAA requirements. Last Mile RCM shall not be liable for any claims or services that arise after the effective date of termination.

8. CONFIDENTIALITY

Each party acknowledges that in performing under this Agreement, it may receive confidential information belonging to the other party, including Claims Data, patient information, business information, and proprietary methodologies. Each party shall maintain the confidentiality of the other party's information and shall not disclose such information to any third party except as required by law, for the performance of the Services, or to its employees, contractors, and service providers who have a legitimate need to know such information and who are bound by confidentiality obligations at least as stringent as those contained herein. Confidential information shall not include information that: (a) is publicly available through no breach of this Agreement; (b) was rightfully possessed prior to disclosure; (c) is rightfully received from a third party without confidentiality obligations; or (d) is independently developed without reference to the disclosing party's information.

9. HIPAA AND DATA PRIVACY

9.1 HIPAA Compliance. To the extent Last Mile RCM creates, receives, maintains, or transmits PHI on behalf of Client, Last Mile RCM shall be a Business Associate of Client under HIPAA. The parties shall execute a Business Associate Agreement in substantially the form attached as Exhibit B. Last Mile RCM shall implement and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI as required by the HIPAA Security Rule (45 CFR Part 164, Subpart C).

9.2 Data Security and Breach Notification. Last Mile RCM shall maintain information security measures appropriate for the sensitivity of Claims Data and PHI, including encryption of data in transit and at rest, secure access controls, audit logging, and regular security assessments. In the event of a security incident that compromises or may compromise the confidentiality, integrity, or availability of Claims Data or PHI, Last Mile RCM shall notify Client within [24/48] hours of discovery. Last Mile RCM shall cooperate with Client in determining whether breach notification is required under HIPAA, state privacy laws, or other applicable regulations.

9.3 Use and Disclosure of PHI. Last Mile RCM shall use and disclose PHI only for the purposes of performing the Services or as required by law. Last Mile RCM shall not use PHI for marketing, research, or any purpose other than providing the Services without Client's prior written authorization. Client retains all rights to control PHI and may request an accounting of disclosures made by Last Mile RCM.

10. INTELLECTUAL PROPERTY

Last Mile RCM retains all right, title, and interest in its platforms, systems, tools, methodologies, software, and any intellectual property developed or improved by Last Mile RCM during the performance of this Agreement ("Last Mile RCM IP"). Client retains all right, title, and interest in Claims Data and any information provided by Client. Except as expressly granted herein, neither party shall use, reproduce, modify, or distribute the other party's intellectual property without prior written consent. Last Mile RCM grants Client a non-exclusive, non-transferable, limited license to access and use Last Mile RCM IP solely for the purpose of receiving the Services during the term of this Agreement.

11. REPRESENTATIONS AND WARRANTIES

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11.1 Last Mile RCM Representations. Last Mile RCM represents and warrants that: (a) it has the legal authority to enter into this Agreement; (b) it shall perform the Services in a professional and workmanlike manner consistent with industry standards; (c) it shall comply with all applicable laws, regulations, and payer requirements in performing the Services; and (d) the Services shall be performed by qualified personnel with appropriate training and credentials.

11.2 Client Representations. Client represents and warrants that: (a) it has the legal authority to enter into this Agreement and to authorize the transmission of Claims Data and PHI to Last Mile RCM; (b) Claims Data and all information provided to Last Mile RCM is accurate, complete, and lawfully obtained; (c) Client is in compliance with all applicable laws and regulations; (d) Client has obtained all necessary consents and authorizations from patients for the handling of their claims and health information; and (e) Client's use of the Services shall not violate any third-party rights or obligations.

11.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 11.1 AND 11.2 ABOVE, LAST MILE RCM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

12. LIMITATION OF LIABILITY

12.1 Limitation. EXCEPT FOR CLAIMS ARISING FROM EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, INDEMNIFICATION OBLIGATIONS, OR HIPAA VIOLATIONS, OR FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Cap on Liability. EXCEPT FOR CLAIMS ARISING FROM EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, INDEMNIFICATION OBLIGATIONS, HIPAA VIOLATIONS, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR FOR CLIENT'S PAYMENT OBLIGATIONS, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE LIMITS OF RCM'S INSURANCE.

13. INDEMNIFICATION

13.1 Last Mile RCM Indemnification. Last Mile RCM shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising from: (a) Last Mile RCM's breach of this Agreement; (b) Last Mile RCM's violation of applicable law or regulation; (c) Last Mile RCM's negligence or willful misconduct; (d) claims by third parties arising from the Services provided by Last Mile RCM; or (e) Last Mile RCM's unauthorized use of Client's intellectual property or confidential information.

13.2 Client Indemnification. Client shall indemnify, defend, and hold harmless Last Mile RCM and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and arising from: (a) Client's breach of this Agreement; (b) Client's violation of applicable law or regulation; (c) Client's negligence or willful misconduct; (d) claims by third parties (including payers or End Providers) arising from Claims Data provided by Client; (e) inaccuracy or incompleteness of information provided by Client; or (f) Client's unauthorized use of Last Mile RCM's intellectual property or confidential information.

13.3 Indemnification Procedure. The indemnified party shall provide prompt written notice of any claim for which indemnification is sought. The indemnifying party shall assume the defense of the claim with counsel reasonably acceptable to the indemnified party. The indemnified party may participate in the defense at its own expense. The indemnifying party shall not settle any claim without the indemnified party's prior written consent.

14. INSURANCE

Last Mile RCM shall maintain, at its own expense, the following insurance coverage during the term of this Agreement and for [two (2)] years following termination: (a) professional liability (errors and omissions) insurance with limits of not less than $1,000,000; (b) general liability insurance with limits of not less than $1,000,000 per occurrence; and (c) cyber liability and data breach insurance with limits of not less than $1,000,000. As an LLC that is owner-operated without any employed individuals, Last Mile RCM shall be exempted from requirements related to the maintenance of Worker's Compensation insurance so long as it remains so during the duration of this project and for [two (s)] years following its termination. All insurance shall be maintained with insurers rated A- or better by A.M. Best. Last Mile RCM shall provide Client with certificates of insurance evidencing such coverage upon request and shall provide [thirty (30)] days' written notice of cancellation or material modification of coverage.

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15. DISPUTE RESOLUTION

15.1 Informal Resolution. In the event of a dispute arising out of or related to this Agreement, the parties shall first attempt to resolve the matter through good-faith negotiation between senior representatives of Last Mile RCM and Client. If informal resolution is not achieved within [thirty (30)] days, either party may pursue formal dispute resolution as provided herein.

15.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

15.3 Litigation. If the parties are unable to resolve a dispute through negotiation, either party may bring an action in the state or federal courts located in Monterey County, California . Each party consents to the exclusive jurisdiction and venue of such courts and waives any objection based on inconvenient forum.

16. GENERAL PROVISIONS

16.1 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except that Last Mile RCM may assign this Agreement to any successor in interest (including any purchaser of Last Mile RCM's business or assets) upon written agreement signed by all parties. Any attempted assignment in violation of this section shall be void. This Agreement shall inure to the benefit of and be binding upon the parties and their permitted successors and assigns.

16.2 Entire Agreement. This Agreement, together with Exhibits A and B, constitutes the entire agreement between the parties regarding the Services and supersedes all prior negotiations, representations, and agreements, whether written or oral. No prior course of dealing, trade usage, or any other extrinsic evidence shall be used to modify or supplement this Agreement. The parties expressly acknowledge that no other representations or warranties have been made except as expressly set forth herein.

16.3 Amendments. This Agreement may be amended, modified, or supplemented only by written instrument executed by authorized representatives of both parties. Any amendment or modification must be signed by authorized representatives of both Last Mile RCM and Client.

16.4 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it at a later time. No waiver shall be effective unless in writing and signed by the party against whom the waiver is sought.

16.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if not capable of modification, shall be severed from this Agreement. The remaining provisions shall continue in full force and effect. If modification or severance would materially alter the business purpose or economic benefit of this Agreement, either party may terminate this Agreement upon written notice.

16.6 Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, government action, pandemic, epidemic, or widespread system outages. The affected party shall provide prompt written notice of the force majeure event and shall use commercially reasonable efforts to resume performance. If a force majeure event prevents performance for more than [sixty (60)] days, either party may terminate this Agreement upon written notice.

16.7 Notices. All notices, demands, requests, and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, by overnight courier service, by certified mail (return receipt requested), or by email with confirmation of receipt. Notices to Last Mile RCM shall be addressed to Last Mile RCM at 185 Chase Hill Road. Albany, NH. 03818, Attn: Aaron Holman, with a copy to Goodwin Proctor, C/O Dustin Shaeffer, esq. 100 Northern Avenue. Boston, MA. 02210. Notices to Client shall be addressed to the address provided by Client in writing. Notice shall be effective upon receipt.

16.8 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means (including PDF or facsimile) shall have the same force and effect as delivery of manually executed originals.

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16.9 Authority. Each party represents that the individual executing this Agreement on its behalf is duly authorized to do so and that this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable in accordance with its terms.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement as of the Effective Date.

LAST MILE RCM

The Health Co-Lab, LLC

Signed by:
By: Aaron Holman
402026EC926F470...
Name: Aaron Holman
Title: Partner
Date: 6/5/2026 | 10:24 AM PDT

County of Monterey

Signed by:
By: Roderick W. Franks
3CCBEC8E255F451...
Name: Roderick W. Franks
Title: Director
Date: 6/26/2026 | 4:50 PM PDT

DocuSigned by:
By: Anne Brereton
A46091E5DE63489...
Name: Anne Brereton
Title: Deputy County Counsel
Date: 6/5/2026 | 10:32 AM PDT

DocuSigned by:
By: Andrew Valentine
25834C99491E449...
Name: Andrew Valentine
Title: Auditor-Controller
Date: 6/8/2026 | 10:25 AM PDT

EXHIBITS

Exhibit B: Business Associate Agreement

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EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is incorporated into and made a part of the Master Services Agreement (the "Agreement") between The Health Co-Lab, LLC d/b/a Last Mile RCM ("Business Associate" or "Supplier") and Client ("Covered Entity" or "Company"). This BAA shall be effective as of the Effective Date of the Agreement.

Business Associate and Covered Entity enter into this BAA to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and their implementing regulations, as amended (collectively, "HIPAA Rules").

Section 1. Permitted Uses and Disclosures

Business Associate may use and disclose Protected Health Information ("PHI") only as necessary to perform its obligations under the Agreement, as permitted or required by this BAA, or as required by law. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA Rules if so used or disclosed by Covered Entity, except as otherwise permitted under this BAA.

Section 2. Prohibited Uses and Disclosures

Business Associate shall not use or disclose PHI for any purpose other than as permitted by this BAA or as required by law. Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not disclose PHI to a health plan for purposes of underwriting, premium rating, or coverage determinations relating to the individual whose PHI is at issue, except as permitted by HIPAA Rules.

Section 3. Sub-Contractors and Agents

Business Associate shall ensure that any subcontractors or agents to whom it provides PHI agree in writing to the same restrictions, conditions, and requirements applicable to Business Associate under this BAA with respect to such information. Business Associate shall implement and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided by this BAA.

Section 4. Information Safeguards

Business Associate shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, in accordance with the HIPAA Security Rule (45 CFR Part 164, Subpart C). Business Associate shall comply with the Required Information Security Controls set forth in the attachment to this BAA.

Section 5. Audits and Inspections

Upon reasonable notice, Covered Entity or its designated representative may audit and inspect Business Associate's facilities, systems, procedures, and records to monitor compliance with this BAA. Business Associate shall cooperate in good faith with any such audit or inspection and shall make available any information reasonably requested by Covered Entity in connection therewith.

Section 6. Access to PHI

Within fifteen (15) business days of receiving a written request from Covered Entity, Business Associate shall make available to Covered Entity such PHI as is necessary for Covered Entity to fulfill its obligations under 45 CFR § 164.524, including requests by individuals for access to their PHI.

Section 7. Amendment of PHI

Within fifteen (15) business days of receiving a written request from Covered Entity, Business Associate shall make any amendments to PHI in a Designated Record Set as directed by Covered Entity or as necessary for Covered Entity to meet its obligations under 45 CFR § 164.526.

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Section 8. Accounting of Disclosures

Business Associate shall document and make available to Covered Entity the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall maintain such records for a period of six (6) years from the date of the disclosure.

Section 9. Confidential Communications

Business Associate shall accommodate reasonable requests by Covered Entity to communicate PHI to individuals by alternative means or at alternative locations, to the extent such accommodation is required under 45 CFR § 164.522(b).

Section 10. Breach Reporting

Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this BAA, any Breach of Unsecured PHI (as defined by 45 CFR § 164.402), and any Security Incident (as defined by 45 CFR § 164.304) of which Business Associate becomes aware. Such report shall be made without unreasonable delay and in no event later than one (1) business day after discovery. The report shall include, to the extent available: the identification of each individual whose PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed; a description of the nature of the Breach; a description of the types of information involved; the corrective actions taken or planned; and any other information that Covered Entity may require to comply with its notification obligations under 45 CFR Part 164, Subpart D.

Section 11. Mitigation

Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to Business Associate resulting from a use or disclosure of PHI by Business Associate or its subcontractors or agents in violation of this BAA. Business Associate shall cooperate with Covered Entity in the investigation of any Breach and in meeting Covered Entity's obligations for Breach notification.

Section 12. Breach of Agreement

Any non-compliance by Business Associate with this BAA or with HIPAA Rules shall automatically be considered a breach of the Agreement. Covered Entity may immediately terminate the Agreement if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of this BAA and Business Associate has not cured such violation within thirty (30) days of receiving written notice thereof.

Section 13. Standard Transactions

If Business Associate conducts Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 CFR Part 162, including the use of applicable standard code sets and standard transaction formats.

Section 14. Code Set Compliance

Business Associate shall use and maintain current versions of standard code sets as required by HIPAA Rules, including ICD-10-CM, CPT, and HCPCS Level II codes, as applicable to the Services.

Section 15. National Provider Identifiers

Business Associate shall use National Provider Identifiers (NPIs) in all Standard Transactions conducted on behalf of Covered Entity, in accordance with 45 CFR Part 162, Subpart D.

Section 16. Trading Partner Agreements

To the extent Business Associate enters into trading partner agreements with third parties in connection with the Services, such agreements shall comply with the requirements of 45 CFR § 162.915.

Section 17. Operating Rules

Business Associate shall comply with applicable operating rules adopted under HIPAA for electronic transactions conducted on behalf of Covered Entity.

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Section 18. Return or Destruction of PHI

Upon termination of the Agreement, Business Associate shall, at Covered Entity's election, return or destroy all PHI received from, or created or received on behalf of, Covered Entity within thirty (30) days. If return or destruction is not feasible, Business Associate shall extend the protections of this BAA to the retained PHI and limit further use and disclosure to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 19. Continuing Privacy Obligation

Business Associate's obligations under this BAA shall survive termination of the Agreement to the extent that Business Associate retains any PHI following termination. Business Associate shall continue to comply with the terms of this BAA with respect to any retained PHI until such PHI is returned or destroyed.

Section 20. Definitions

Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the HIPAA Rules. "PHI" means Protected Health Information as defined in 45 CFR § 160.103. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR § 164.402.

Section 21. Amendment

This BAA may not be amended except by a written instrument signed by both parties. The parties agree to negotiate in good faith any amendments to this BAA that may be required to ensure compliance with changes to HIPAA Rules or other applicable law.

Section 22. Conflicts

In the event of any conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control with respect to the protection and use of PHI.

Section 23. Ownership of PHI

All PHI provided to or created by Business Associate on behalf of Covered Entity shall remain the property of Covered Entity. Business Associate acquires no rights or ownership interest in any PHI.

Section 24. Subpoenas and Legal Process

If Business Associate receives a subpoena, court order, or other legal process seeking disclosure of PHI, Business Associate shall promptly notify Covered Entity (to the extent permitted by law) and shall not disclose PHI without Covered Entity's prior written consent unless required to do so by law or court order.

Section 25. De-Identified Data

Business Associate may create de-identified data from PHI in accordance with 45 CFR § 164.514(a)-(c). De-identified data is not PHI and may be used by Business Associate for lawful purposes, provided that Business Associate shall not attempt to re-identify such data without Covered Entity's prior written consent.

Section 26. Assignment

Business Associate shall not assign or transfer this BAA or any rights or obligations hereunder without the prior written consent of Covered Entity.

Section 27. Intent of the Parties

The parties intend that this BAA satisfy the requirements of HIPAA Rules with respect to business associate relationships. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits compliance with HIPAA Rules.

Section 28. Indemnification

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Business Associate shall indemnify, defend, and hold harmless Covered Entity and its officers, directors, employees, and agents from and against any claims, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to any breach of this BAA by Business Associate or its subcontractors or agents.

Section 29. No Sale of PHI

Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except as permitted under 45 CFR § 164.502(a)(5)(ii). Business Associate shall not sell PHI or use PHI for any commercial purpose not expressly authorized by this BAA.

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REQUIRED INFORMATION SECURITY CONTROLS

The following minimum information security controls shall be maintained by Business Associate throughout the term of the Agreement and this BAA.

1. Compliance. Business Associate shall comply with all applicable federal, state, and local laws and regulations relating to the privacy and security of PHI, including HIPAA, the HITECH Act, and applicable state breach notification laws.

2. Information Security Program. Business Associate shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size, scope, and type of Business Associate's operations and the sensitivity of the PHI involved.

3. Risk Assessments. Business Associate shall conduct risk assessments at least annually to identify threats and vulnerabilities to the confidentiality, integrity, and availability of PHI, and shall implement measures to remediate identified risks.

4. Encryption. Business Associate shall encrypt all PHI in transit and at rest using encryption standards consistent with NIST guidelines (AES-256 or equivalent). Encryption keys shall be managed in accordance with industry best practices.

5. Network and Systems Security. Business Associate shall maintain network security controls including firewalls, intrusion detection and prevention systems, and network segmentation appropriate to protect PHI from unauthorized access.

6. Email Security. Business Associate shall implement email security controls including encryption of emails containing PHI and measures to prevent unauthorized email transmission of PHI.

7. System and Application Controls. Business Associate shall implement system and application controls including access logging, audit trails, automatic session timeouts, and patch management processes.

8. Secure Development. Business Associate shall maintain secure software development lifecycle practices, including security testing and code review, for any software systems used to process PHI.

9. Data Destruction. Business Associate shall securely destroy or render unreadable all PHI that is no longer needed in accordance with NIST SP 800-88 guidelines or equivalent standards.

10. Physical Security. Business Associate shall maintain physical security controls for any facilities where PHI is stored or processed, including access controls, visitor management, and environmental safeguards.

11. Access Control. Business Associate shall implement role-based access controls, multi-factor authentication for remote access, and regular access reviews to ensure that only authorized personnel have access to PHI.

12. Data Location. All PHI shall be stored and processed within the United States. Business Associate shall not transfer PHI outside of the United States without Covered Entity's prior written consent.

13. Contingency Planning. Business Associate shall maintain a business continuity and disaster recovery plan that addresses the protection and recovery of PHI in the event of a disruption. The plan shall be tested at least annually.

14. PCI DSS. To the extent Business Associate processes payment card information in connection with the Services, Business Associate shall comply with the Payment Card Industry Data Security Standard (PCI DSS).

15. Litigation Holds. Business Associate shall preserve PHI and related records in the event of pending or threatened litigation or government investigation, in accordance with Covered Entity's reasonable instructions.

16. Prohibition on Sale of Data. Business Associate shall not sell, lease, or otherwise commercially exploit PHI for any purpose not expressly authorized under this BAA and the Agreement.

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County Of Monterey
Board of Supervisors

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Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-17812
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with The Health Co-Lab, LLC dba The Last Mile RCM for an Enhanced Care Management (ECM) Billing Platform to bill reimbursements for Medi-Cal ECM services for the period of July 1, 2026 through June 30 , 2028, in the amount of $60,000 including nonstandard indemnification and liability provisions; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($6,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $66,000.

PASSED AND ADOPTED on this 23rd day of June 2026, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root Askew, and Daniels
NOES: None
ABSENT: None

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 June 23, 2026.

Dated: June 25, 2026
File ID: A 26-267
Agenda Item No.: 76

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy