



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-13725 ; Amendment No.: 4

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-13725) with DrFirst.com, Inc. for software licensing and consulting services, extending the agreement an additional three (3) year period (July 1, 2023 through June 30, 2026) for a revised full agreement term of July 1, 2017 through June 30, 2026, and adding \$318,091 for a revised total agreement amount not to exceed \$840,171.

PASSED AND ADOPTED on this 27th day of June 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
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 27, 2023.

Dated: June 28, 2023
File ID: A 23-271
Agenda Item No.: 35

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy



AMENDMENT NO. 4 TO MASTER AGREEMENT

This fourth 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 wish to amend the Agreement 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 June 30, 2026 for a revised term of Agreement (July 1, 2019 through June 30, 2026) and to add an additional \$318,091, thereby increasing the total Agreement amount to \$840,171; and

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-4 as per Amendment No. 4**”, which will align the invoice dates and termination dates of Company’s licenses to a single date and set the billing terms for Rcopia AC, EPCS, and PDMP services.



For the avoidance of doubt, the 1st year of the renewal term will have the meaning “Aligned Year 1” as of the Effective Date, with subsequent years to follow.

2. Section 8.1 “Term” shall be amended to the following:
“The term of this Agreement is July 1, 2019 through June 30, 2026. 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-4 as per Amendment No. 4.”
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 D: BAA
Exhibit E: Data Security”
5. “Exhibit 1: Revised Pricing Schedule as per Amendment No. 3” is amended and replaced in its entirety with "Exhibit C-4 as per Amendment No. 4.”
6. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, and Amendment No. 3.
7. A copy of this Amendment No. 4 shall be attached to the Agreement.
8. This Amendment No. 4 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~



IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

COMPANY: COUNTY OF MONTEREY
("COUNTY"), FOR THE PROVISION OF
SERVICES AT NATIVIDAD MEDICAL CENTER,
A COUNTY-OWNED AND OPERATED ACUTE
CARE FACILITY

DRFIRST.COM, INC.

By: Andrea Rosenbay

DocuSigned by:
Paul Banta
7B327213D1E242F...

By Printed Name: Charles R. Harris

Printed Name: Paul Banta

Title: Chief Executive Office (CEO)

Title: Chief Administrative Officer

Date: 6/29/2023

Date: 5/24/2023 | 1:16 PM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
Stacy Saetta
C0ECE1B98F444A9
By: _____
Monterey County Deputy County Counsel

Date: 6/1/2023 | 12:19 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
Jennifer Forsyth
AE7E657875454AE
By: _____
Monterey County Deputy Auditor/Controller

Date: 6/2/2023 | 8:22 AM PDT



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

1. Pricing.

Rcopia AC

Aligned Year 1 Prorated License Fee	Aligned Year 2 License Fee	Aligned Year 3 License Fee
\$85,390.14	\$68,200.00	\$68,200.00

EPCS

Aligned Year 1 Prorated License Fee	Aligned Year 2 License Fee	Aligned Year 3 License Fee
\$21,057.53	\$21,000.00	\$21,000.00

EPCS Tokens

Price per Token	Quantity	Total
\$25	100	\$2,500

PDMP

Aligned Year 1 Prorated License Fee	Aligned Year 2 License Fee	Aligned Year 3 License Fee
\$6,052.99	\$6,020.00	\$6,020.00

2. Payment.

- a. The initial payment of \$115,000.66 will be invoiced on August 31, 2023 (the “Aligned Invoice Date”) for the Rcopia AC, EPCS, and PDMP prorated license fees and the EPCS Tokens. Customer agrees to remit payment in accordance with the payment terms of the Agreement.
- b. Annual Renewal: Company shall be invoiced \$95,220.00 at each anniversary of the Aligned Invoice Date for the annual Rcopia AC, EPCS, and PDMP license fees.
- c. Should DrFirst’s costs of obtaining Medication History increase by 5% 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.