



AMENDMENT 4 TO SUBSCRIPTION AGREEMENT RENEWAL AMENDMENT

This Renewal Amendment (this "Amendment") is effective as January 1, 2026 (the "Effective Date") by and among Transcarent, LLC ("Transcarent"), Health & Care Medical, P.C. and its affiliates (previously 98point6 Physicians PC) ("Provider Group") and San Joaquin Valley Insurance Authority ("SJVA"). Transcarent, Provider Group and Employer are each referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

- A. Employer, Transcarent and Provider Group are parties to a certain Subscription Agreement dated October 30, 2020 (as amended, and together with any service orders, statements of work, subscriptions for access to services and the like thereunder, collectively, the "Agreement").
- B. 98point6 Physicians PC changed its legal name to Health & Care Medical, P.C., effective July 11, 2024.
- C. The Parties wish to amend and renew Employer's subscription to the Services (the "Subscription") upon the terms and subject to the conditions set forth herein.

AGREEMENT

The Parties hereby agree as follows:

- 1. Renewal. Employer's Subscription is hereby amended and renewed for the Subscription Period (defined in Attachment A) upon the terms and subject to the conditions set forth in Attachment A, and the Agreement is amended so as to be extended accordingly.
- 2. General Terms.
 - a. Capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed in the Agreement.
 - b. This Amendment, together with the Agreement and any other documents and instruments referred to herein, constitutes the final and complete expression of the Parties with respect to the subject matter hereof. This Amendment may not be amended except by a written instrument duly executed and delivered by each of the Parties.
 - c. In the event of any inconsistency or conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.
 - d. The governing law and dispute resolution provisions of the Agreement shall apply to this Amendment.
 - e. Transcarent does not practice medicine and does not direct or exercise any control over the professional judgment exercised by any medical professional. Customer agrees that: (i) the treatments, procedures, workflows, information, medications, processes, products and other items referenced by Transcarent or its software are not intended as a recommendation or endorsement of any course of treatment, procedure, information, product or medication; (ii) Medical Services are performed based on the independent medical judgment of the applicable Provider and is the sole responsibility of that Provider; and (iii) responsibility for diagnosing, treating, operating on, or prescribing for any patient rests with the individual Provider treating such patient.
 - f. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument, with the same effect as though such signatures were on the same instrument. This Amendment shall be effective upon full execution by original or electronic signature (such as DocuSign), and such signature shall be deemed to be and shall be as effective as an original signature.
 - g. Except as expressly amended by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect as set forth therein.



The Parties intending to be legally bound have signed this Amendment as of the date of their signatures below.

Employer

By:

Name:

Title:

Date:

Transcarent, LLC

Signed by:
By: 
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Name: Laurie McGraw

Title: Chief Commercial Officer

Date: 12/4/2025

**Health & Care Medical, P.C.,
on behalf of itself and its affiliates**

Signed by:
By: 
7522874EF6D04AB...

Name: Mina Obbehart

Title: President

Date: 12/4/2025



Attachment A
Renewal Terms

“Subscription Period” means the period commencing on the next anniversary of the current Subscription term and ending on as set forth in the table, below.

Primary Care (PC) Renewal Fees					
A	B	C	D	E	F
Subscription Period	Estimated Number of Eligible Participants	Fees per Eligible Participants per month	Fees per month (B x C)	Estimated Annual Fees (D x 12 months)	Invoice Date
1/1/2026 - 12/31/2026	County of Fresno: 6,817 County of Tulare: 4,428 Total: 11,245	\$1.30	\$14,681.50	\$176,178	1/1/2026
1/1/2027 – 12/31/2027	County of Fresno: 6,817 County of Tulare: 4,428 Total: 11,245	\$1.30	\$14,681.50	\$176,178	1/1/2027
				Total: \$352,356	

Changes in Total Number of Eligible Participants. The Fees above are based upon the total number of Eligible Participants as of the Effective Date. Employer shall send Eligibility Files to Transcarent on a mutually agreeable cadence. The total number of Eligible Participants may be increased up to a maximum of 10% before a fee is assessed. After the total number of Eligible Participants increases above 10%, Employer will be invoiced a fee for the total amount of additional Eligible Participants at Employer's current per Eligible Participant per month rate times the remaining months in the current invoicing cycle (the “Increase Fee”). Invoices for subsequent invoicing cycles will account for the new total number of Eligible Participants. No further Increase Fees shall be invoiced until the new total number of Eligible Participants increases by more than 10% again. Further, this Agreement includes an estimate for Eligible Participants. If the number of Eligible Participants increases after execution of this Agreement, Transcarent reserves the right to invoice Employer based upon the number of Eligible Participants listed on the Eligibility File as of the Effective Date or the subsequent Invoice Date.

Payment. Fees for the first invoicing cycle of the Subscription Period shall be due as of the Subscription Period Start Date, net 30. Fees for each successive invoicing cycle of the Subscription Period shall be due on the anniversary of the Subscription Period Start Date, net 30. Increase Fees shall be invoiced upon each notification of an increase above 10% of the total number of Eligible Participants.. Fees per Eligible Participant per month are subject to change upon subsequent renewals not described in this Amendment. If Employer requires a purchase order to be included on invoices, please provide PO number here: _____ (leave blank if N/A).

Billing Contact:
Name: SJVIA Administration
Email: sjvia-admin@fresnocountyca.gov