

**NOVATION SECOND AMENDMENT TO PREMISE HEALTH EMPLOYER SOLUTIONS LLC
AGREEMENT FOR MEDICAL SERVICES NO.11320**

THIS Second AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Premise Health Employer Solutions, LLC, a Foreign Limited Liability Company which is authorized to do business in the State of Florida, as successor in interest to CareHere, (“Premise Health”) who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and CareHere Management, PLLC entered into an Agreement dated July 9, 2019 for medical services, identified by No. 11320 (the “Agreement”); and

WHEREAS, the County and CareHere Management, PLLC previously entered into the First Amendment to the Agreement dated October 4, 2022 (the “First Amendment”); and

WHEREAS, on October 1, 2020 Premise Health Holding Corp. acquired 100% ownership interest in CareHere, LLC including its management agreement with CareHere Management, PLLC; and

WHEREAS, on January 1, 2023, pursuant to Section 8.07, CareHere Management, PLLC assigned all rights, titles, interests, duties, obligations, responsibilities, and liabilities for, in and related to the under the Agreement, as amended, to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, the County and Premise Health desire to further document the aforementioned assignment; and

WHEREAS, the County and the Assignee, hereinafter as Parties desires to amend the Agreement to extend the term through September 30, 2026 and to do as otherwise provided herein.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

A. Amendment. Effective January 1, 2023 all references to all references in the Agreement, as amended, to “CareHere Management, PLLC” shall be changed to “Premise Health Employer Solutions, LLC” and all references to “CareHere” shall be changed to “Premise Health”

B. Amendment. The Term of the Agreement in Article III, of the Agreement titled “Term and Termination” is amended to read as follows:

Term. This Agreement shall be for a term of seven (7) years commencing October 1, 2019 and continuing through September 30, 2026 subject to earlier termination in accordance with this Agreement. The County shall have the exclusive right to renew the Agreement for one additional two (2) year term. Any such renewal shall be by written contract amendment duly executed by the Parties.

C. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2024.

D. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and

remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Premise Health Employer Solutions, LLC

DocuSigned by:
By: Shannon Farrington
838590D114ED474...
Print: Shannon Farrington
Title: CFO
Date: 9/3/2024



IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.