

THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC entered into an Agreement to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08-001; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020 City and CareHere, LLC entered into a Second Amendment of CareHere, LLC City of Ocala Agreement ("Second Amendment") to amend the Monthly Fee; and

WHEREAS, on January 1, 2023, Premise Health Employer Solutions, LLC acquired CareHere, LLC, and assumed all rights, interests, and obligations held by CareHere, LLC under the Original Agreement; and

WHEREAS, City and Premise Health, now desire to extend the Original Agreement, as amended, for an additional three-year renewal period available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Premise Health, agree as follows:

1. **RECITALS.** City and Premise Health hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Premise Health, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional three-year term beginning **JANUARY 1, 2023** and terminating **DECEMBER 31, 2026**. Thereafter, this Agreement may be renewed for additional three-year renewal periods by written consent between City and Premise Health.
4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Premise Health: Premise Health Employer Solutions, LLC
Attention: Nathaniel Dallas
PO Box 402142
Atlanta, GA 30384
E-mail: Nathaniel.dallas@premisehealth.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Premise Health, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Third Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

William E. Sexton
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)