

SECOND AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS SECOND AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Second Amendment") is entered into this 3rd day of February, 2020, by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CAREHERE, LLC**, a foreign limited liability company duly organized in Tennessee and authorized to do business in the State of Florida (EIN# 54-2138297) ("CareHere").

WHEREAS, on January 1, 2013, City and CareHere entered into an Agreement to furnish physician and medical staff to provide on-site medical services to City staff and retirees (the "Original Agreement"), for a term of three years from January 1, 2013 to December 30, 2015; and

WHEREAS, CareHere has offered to reduce the monthly fee effective January 1, 2020.

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 CareHere agree as follows:

1. **RECITALS.** City and CareHere 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 CareHere 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 Second Amendment.
3. **MONTHLY FEE.** Effective **January 1, 2020**, the City shall pay to CareHere **\$21.00 per employee and retiree per month** (living within a 50-mile radius who are enrolled on the City group health insurance plan), for furnishing the Medical Professional and other services provided under this Agreement during the immediate proceeding calendar month. Payment shall be rendered no later than the 10th day of each calendar month following the receipt of a CareHere invoice.

The City shall pay to CareHere **\$0 per employee per month, up to 25 employees and \$15.00 per employee per month, over 25 employees** (who are not-insured under the City group health insurance plan), for providing HRAs (health risk assessments), occupational and wellness services.

4. **NOTICES.** All notices, certifications or communications required by this Second 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 e-mail. All notices shall be addressed to the respective parties as follows:

If to CareHere:

CareHere, LLC
Ben Baker, Chief Operating Officer
5141 Virginia Way, Suite 350
Brentwood, Tennessee 37027
PH: 615-275-9676 FAX: 615-656-0159
E-mail: bbaker@carehere.com

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-867-7707 FAX: 352-867-0237
Email: pgilligan@ocalalaw.com


5. **COUNTERPARTS.** This Second 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).** CareHere, 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date set forth above.

ATTEST:


CITY OF OCALA


Angel B. Jacobs
City Clerk


A.C.M. Bill Kauffman for
Sandra Wilson
Interim City Manager

Approved as to form and legality:

CAREHERE, LLC


Robert W. Batsel, Jr.
Assistant City Attorney




Ben Baker
Chief Operating Officer