THIRD AMENDMENT TO THE AGREEMENT

In accordance with the Employee Medical Center Services Agreement entered into on August 18, 2020, and all of its amendments (if any), collectively (the "Agreement") this Third Amendment to the Agreement (this "Amendment") is made and entered into by and between **Heart of Florida Health Center, Inc.**, whose address is 2553 E. Silver Springs Blvd., Ocala, FL 34471; possessing FEIN **59-3060378**, (hereinafter referred to as "Health Center") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "County").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Health Center, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, County and Health Center (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 21C-156, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

2. This Amendment renews the Agreement for one (1) year, effective October 1, 2023 and ending September 30, 2024 (the "Term").

3. County agrees to pay Health Center the following:
   $12.50 per member / per month for 2,500 members, for Medical, Lab/X-ray, and Prescription Rx dispensing services. Total monthly cost of $31,250 for FY 23-24.

4. This Amendment revises Section 1.01 of the Agreement to remove the following two items:
   - 4. Behavioral Health
   - 5. Emergency Dental

5. This Amendment strikes Section 1.02 of the Agreement in its entirety and replaces it with the following:
   1.02 Health Center will provide services through scheduled appointments. All "emergency medical" appointments will be within three (3) business days. Wellness appointments are not considered "emergency" appointments and will be within three (3) weeks.

6. This Amendment revises Section 3.10 of the Agreement to read:
   3.10 Provide monthly reports, specifying type of service, estimated cost diverted from health plan, and including totals that will identify savings and return on investment if not available by the County's Health Insurance Claims Administrator.

7. This Amendment revises Section 3.12 of the Agreement to read:
   3.12 Provide monthly reports, identifying prescription name, quantity, cost, dispensing fees, estimated cost diverted from health plan, etc., if not available by the County's Health Insurance Claims Administrator.

8. This Amendment revises Section 5.04 of the Agreement to read:
   5.04 Both parties agree to revisit this Agreement and fee for services if participation exceeds specified member quantities in this Amendment.

9. This Amendment strikes the following Sections of the Agreement in their entirety: 1.03, 1.04, 3.08, 3.09, 3.11, 4.01, 4.03, 4.04 and 5.01.

10. **Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.

Alternatively, the parties may elect to receive said notices by e-mail. County hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If Health Center agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, Health Center may designate up to two (2) e-mail addresses: Matt.Clay@myhfhc.org. Designation signifies Health Center's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

7/18/2023
GREGORY C. HARRELD DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

7/18/2023
CRAIG CURRY DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

p.p. 8/16/23
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: July 18, 2023
21C-156-CA-03 Employee Medical Center Svcs

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WITNESS:

SIGNATURE
Rebecca Abbs
PRINTED NAME

HEART OF FLORIDA HEALTH CENTER, INC.

BY: DATE
Matt Clay
PRINTED:
CEO 7/5/23
ITS: (TITLE)

WITNESS:

SIGNATURE
Maria J Torres Matrez
PRINTED NAME