MERITAIN HEALTH, INC. #16-079

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (this "**Agreement**"), effective as of **December 15, 2016** (the "**Effective Date**"), is by and between **Meritain Health, Inc.**, (including any of its affiliates performing services hereunder, as defined herein) having its principal office at **300 Corporate Parkway, Amherst, New York 14226** ("**Meritain**") and **Polk County a political subdivision of the State of Florida** having its principal office at 330 West Church Street, Bartow, Florida 33830 ("**Client**"). This Agreement applies to services to be provided by Meritain to Client in connection with Client's self-funded, non-employee indigent health care benefit plan(s) known as the **Polk HealthCare Plan** (the "**Plan**"). In consideration of the mutual covenants and promises stated herein, and other good and valuable consideration, the receipt of sufficiency of which is acknowledged by each party hereto, the parties agree as follows:

1. DEFINITIONS. The following words and phrases have the meanings set forth below:

a. **Applicable Law** means any laws, codes, legislative acts and regulations, including but not limited to the Employee Retirement Income and Security Act, as amended ("**ERISA**"), and the Health Insurance Portability and Accountability Act, as amended ("**HIPAA**") (collectively the "**Applicable Laws**") to the extent applicable to a party's performance under this Agreement (and in the case of Client, to the extent applicable to the Plan).

b. **Claim** means a request by any person or entity for payment or reimbursement for Covered Services (hereinafter defined).

c. **Claims Payment Account** means an account funded by Client for payment or reimbursement of Covered Services, and the funds deposited into such account constitute an asset of Client and not the Plan.

d. **Covered Services** means the care, treatments, services or supplies described in the Plan Document (hereinafter defined) as eligible for payment or reimbursement under the terms of the Plan. Covered Services may include at Client's request, but are not limited to, utilization review services (including pre-admission certification, second surgical opinion, concurrent review and discharge planning) and case management services.

e. **Participant** means any person who is eligible, properly enrolled and entitled to benefits under the terms of the Plan.

f. **Plan Document(s)** means the instrument(s), including the Polk Healthcare Plan Member Handbook, if applicable, that set forth and govern the duties of Client, as the designated Plan administrator, as well as the eligibility and benefit provisions that provide for the payment or reimbursement of Covered Services.

g. **Provider** means a preferred provider network, physician, dentist, pharmacy, hospital, laboratory or other medical practitioner, or medical care facility, or a vendor of supplies or services, who or which is authorized to receive payment or reimbursement for Covered Services under the terms of the Plan.

2. SERVICES.

a. Scope of Services. Meritain shall provide only those services expressly described in the attached Schedule A (the "**Services**"), which is incorporated herein by reference. Meritain's obligations apply only to Claims incurred on or after the Effective Date and prior to the date this Agreement terminates or expires in accordance with its terms (the "**Termination Date**"). In its performance of the Services, Meritain shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of Client or its agents, who are specifically identified as such by Client to Meritain.

b. Subcontractors. Any of the Services may, at Meritain's discretion, be performed directly by it or wholly or in part through an affiliate of Meritain, or by another entity with which Meritain has an arrangement. The parties acknowledge that Meritain's subcontractor Multiplan, Inc. may provide certain cost management services, and that its performance may include offshore resources; however, such services will not include any Participant or Provider communications, and no other Participant or Provider communications shall be made utilizing offshore resources.

c. Suspension of Services. If Client fails to pay Fees when due or fund its Claims Payment Account as required under Section 7.c, in addition to any other remedies under this Agreement, at law or in equity, Meritain shall have the right to suspend Services including without limitation the processing of Claims until the Fees have been paid or the Claims Payment Account has been funded in accordance with Section 7.c.

d. Exclusivity. Meritain shall be the sole and exclusive provider to Client of each of the Services with respect to the Plan.

3. TERM; TERMINATION.

a. Term; Renewal. The initial term of this Agreement begins as of the Effective Date and continues through and including September 30, 2019 (the "**Initial Term**"), unless sooner terminated as provided in this Section 3. Unless a party provides the other with at least thirty (30) days' notice prior to the end of the Initial Term or any renewal term (a "**Renewal Term**", and the Initial Term and any Renewal Terms, collectively, the "**Term**") this Agreement will automatically renew in each instance for successive twelve (12) month Renewal Terms.

b. Renewal Fees. Meritain may increase the administration rates, as specified in Schedule B, attached hereto and incorporated herein by reference ("**Administration Rates**") for each Renewal Term subject to Client's agreement as to such increased Administration Rates. Meritain agrees that Administrative Rates for the Renewal Terms throughout 10/1/19 – 9/30/21 shall be limited to a maximum increase overall of 7% from the original Administration Rates. If the parties fail to agree upon new Administration Rates, the existing Administration Rates for the immediately prior Term, plus a percentage amount equal to the change in the Consumer Price Index for all Urban Areas for the previous twelve (12) months, shall apply for the purposes of calculating any increase in the Administration Rates applicable for each such Renewal Term, and the parties agree that notwithstanding anything to the contrary herein, this Agreement shall be deemed amended to reflect such amount without further action by either party. Upon agreement of any increased Administration Rates, Meritain will provide Client with written confirmation of the same for Client's accounting and finance purposes.

c. Termination. This Agreement may be terminated:

i. by Meritain: (A) upon thirty (30) days' notice to Client for Client's failure to pay any Fees when due if not paid in full within such notice period; (B) subject to the following subsection (C), upon five (5) business days' notice to Client for Client's failure to fund the Claims Payment Account as required under Section 7.c if not funded in full within such notice period; or (C) immediately upon notice for Client's failure to fund the Claims Payment Account as required under Section 7.c two (2) or more times within any calendar quarter;

ii. by either party upon thirty (30) days' notice to the other party for the other party's material breach of this Agreement, if such breach is not cured during such thirty (30) day period;

iii. by either party upon thirty (30) days notice after the other party: (A) becomes insolvent; (B) is, or states in writing that it is, unable to pay its debts as they become due; (C) makes an assignment for the benefit of its creditors; (D) files or has filed against it any proceeding in United States Bankruptcy Court; (E) is subject to a levy, seizure or sale of a substantial part of its property or

assets on behalf of creditors; or (F) is subject to the appointment of a receiver for at least thirty (30) days.

d. Early Termination. If Client terminates this Agreement prior to the expiration of the Initial Term other than as permitted under Section 3.c. (an "**Early Termination**"), Client acknowledges that such Early Termination will cause damages to Meritain, and Client agrees to compensate Meritain for such damages as provided in this Section 3.d. Client further acknowledges that the actual damages likely to result from an Early Termination are difficult to estimate as of the Effective Date and may be difficult for Meritain to prove. Accordingly, Client agrees that it shall pay, within forty-five (45) days of the effective date of such termination, an amount as calculated below (the "**Early Termination Fee**").

   i. The parties intend that Client's payment of the Early Termination Fee is to be a reasonable measure of the anticipated probable harm to Meritain arising as a result of any Early Termination, would serve to compensate Meritain for any such Early Termination, and, although the actual damages incurred by Meritain as a result of such Early Termination (including actual, direct, indirect, consequential, special, and other damages) might exceed or be less than the Early Termination Fee, they do not intend for it to serve as punishment or penalty for any such Early Termination. The parties acknowledge that the amount of the Early Termination Fee is predicated upon Client's receipt of credits totaling two-hundred and fifty-thousand dollars ($250,000.00) from a Meritain affiliate (the "**Affiliate Credit**"). The Early Termination Fee shall be equal to a portion of the Affiliate Credit prorated to reflect the portion of the Initial Term unfulfilled following the effective date of an Early Termination. By way of example and not limitation, if an Early Termination occurred with 25% of the Initial Term remaining, the Early Termination Fee would be an amount equal to 25% of the Affiliate Credit.

e. Effect of Termination.

   i. *Run-Out*. Upon termination of this Agreement, for any reason other than termination by Meritain under Section 3.c.i or 3c.iii, and subject at all times to the payment of those run-out fees set forth in Schedule B, Meritain will continue to process Claims that were incurred prior to, but not processed as of, the Termination Date, which are received by Meritain not more than twelve (12) months following the Termination Date. The terms and conditions of this Agreement including without limitation Client's obligation to fund the Claims Payment Account, will survive the termination of this Agreement and remain in effect with respect, and to the extent applicable, to such Claims. Meritain will have no obligation with respect to Claims received after such twelve (12) month period.

   ii. *Records*. Upon termination of this Agreement, Meritain will provide, to Client or to a successor administrator of Client, in Meritain's standard format, claims data and all Client records in accordance with Meritain's then-standard policies and procedures within a reasonable time period following the Termination Date. Meritain will use good faith and best efforts to transfer all claims data and records that are reasonably necessary in order for Client or its successor administrator to administer Services in a consistent manner, without interruption of Services to Participants and Providers. Any other records requests by Client will be subject to Meritain's agreement to such request and Client's payment of any costs or other charges associated with any such request.

   iii. *Return of Funds*. Meritain agrees that upon expiration of the run-out time period provided above, Meritain shall, within thirty (30) days from the date of such expiration, return to Client the balance of the funds remaining in the Claims Payment Account that were not expended to fund Claims during the run-out time period

4. STANDARD OF CARE.

Meritain will discharge its obligations under this Agreement with that level of reasonable care which a similarly situated services provider would exercise under similar circumstances.

5. **FIDUCIARY DUTY.** Client is the "plan sponsor," "plan administrator" and "named fiduciary" with respect to the Plan, as such terms are interpreted under Applicable Law. Client, as Plan Administrator, retains complete discretionary control, authority and responsibility for the Plan, its operation, and the benefits provided thereunder. Meritain is empowered to act on behalf of Client in connection with the Plan only to the extent expressly stated in this Agreement, and without limiting the generality of the forgoing: (i) the Services will not include the power to exercise discretionary authority over Plan operations or Plan assets (if any), and (ii) Meritain will not for any purpose be deemed to be the "Plan Administrator" of the Plan or a "fiduciary" with respect to the Plan. Meritain's services under this Agreement are intended to and will consist only of those "ministerial functions" described in 29 C.F.R. 2509.75-8, D-2 and will be performed within the framework of policies and interpretations established by Client. Client has the sole and complete authority to determine eligibility of persons to participate in the Plan, and has selected and is solely responsible for the Plan's benefit and coverage design.

6. **FEES.**

a. Client shall pay Meritain all fees, costs and other charges as set forth in Schedule B, and any other fees, costs or charges that may be set forth in any other Schedule attached hereto and incorporated herein by specific reference (collectively, the "**Fees**") for each month's Services within thirty (30) days of receipt of Meritain's appropriate documentation regarding Fees due and owing, which shall be provided to Client on or about the first day of each month for that month's Services based on eligible Participants at the time the invoice is generated. Meritain may charge interest on any unpaid balance pursuant to the Prompt Payment Act, as specified in Florida Statutes 218.74, as amended. Adjustments to eligibility will be accounted for in the next invoice processing period.

b. If Client is in default of paying any Fees under this Agreement, Meritain shall have the right to set-off such amounts against any monies due Client, including without limitation subrogation recoveries.

7. **CLIENT'S RESPONSIBILITIES.** Client shall:

a. maintain and furnish to Meritain current, accurate Plan eligibility and coverage information, and submit to Meritain written notice of any changes to the status of any Participants within fifteen (15) days after Client becomes aware of any such change. Such information shall be provided in a format that is reasonably and mutually agreed upon and accepted by Meritain and Client and shall include the following for each Participant: name, address, social security number, date of birth, type of coverage, sex, changes in coverage, date coverage begins or ends, and any other information necessary to identify eligibility and coverage levels under the Plan;

b. resolve all ambiguities and disputes relating to the Plan eligibility of a Participant, Plan coverage and denials of Claims, as well as any other Plan interpretation questions, and administer all appeals of denials of Claims with applicable information provided to Client by Meritain.

c. with respect to the Claims Payment Account:

   i. establish the Claims Payment Account and execute and deliver to Meritain, and to a mutually agreed-upon depository, any and all documents necessary to empower Meritain to act as a signatory on such account, if requested, and make an initial deposit into the Claims Payment account in such amount as is agreed by the parties;
   ii. deposit into the Claims Payment Account, within five (5) business days (or as otherwise agreed to in writing by the parties) of receipt of a funding request, all monies required for the satisfaction of Claims;
   iii. upon request by Meritain, fund claims within two (2) business days if necessary in Meritain's sole discretion for reasons including without limitation meeting prompt pay deadlines; and

iv. agree that Meritain will not be responsible for any consequences resulting from Client's untimely funding of Claims pursuant to the requirements provided above, and that failure to fund Claims in a timely manner may result in lost discounts from Providers and/or interest and penalties, all of which may require Client to fund any such additional sums;

v. Client will make any additional deposits to the Claims Payment Account as the parties mutually agree upon from time to time.

d. provide Meritain with copies of any and all revisions or changes to the Plan at least thirty (30) days prior to the effective date of the changes;

e. maintain and operate the Plan in accordance with all Applicable Laws and promptly inform Meritain of any State or local Applicable Laws that may affect Meritain's performance of Services; Client further represents that the Plan has been established in accordance with Applicable Law and is not a "Health Plan" as defined under 42 CFR 160.103;

f. as required under Applicable Law: (i) provide and timely distribute to Participants all notices, information, materials and documents, (ii) maintain all recordkeeping, and file all forms relative to the Plan, and (iii) timely prepare or cause to be prepared, and timely execute, any documents, forms or contracts respecting the Plan;

g. timely pay: (i) any and all taxes, licenses and fees levied, if any, by any local, state or federal authority in connection with the Plan, and (ii) any payments, underpayments, fines, penalties, interest, surcharges, assessments, or other fees or charges assessed or levied by any governmental or regulatory entity on or in connection with the Plan ("**Regulatory Fees**"); Client shall be solely liable for any Regulatory Fees and shall indemnify Meritain if any are assessed against Meritain;

h. timely provide Meritain all necessary information with respect to the provider discounts arranged by Client, including as applicable Provider rates or repriced Claims, for Meritain to perform the Services; Client acknowledges that Client and not Meritain is responsible for provider contracting, and to the extent required under Applicable Law, Client is responsible for provider credentialing, and all other activities pertinent to the obligations and responsibilities accorded a preferred provider network;

i. handle any disputes with Providers that are contracted with Client for the purposes of providing services to Participants; and

j. perform those other obligations as set forth in this Agreement including without limitation any Schedule.

8. CONFIDENTIALITY.

a. Confidential Information. Each party acknowledges that it may gain access to business proprietary data, rates, provider discounts, procedures, materials, lists, systems and information of the other party ("**Confidential Information**") under this Agreement. Confidential Information does not include any of the following: 1) Protected Health Information as defined by HIPAA; 2) any information that is or hereinafter becomes available to the public other than by an act or omission of either party, their agents or employees in a manner other than as required by law; 3) any information in the possession of the receiving party before it is acquired from the disclosing party; and 4) any information received on a non-confidential basis from a third party who developed it or obtained it from a source independent of either party to this Agreement. Except as required by Applicable Law, including, but not limited to Florida Statute, Chapters 119 and 286, neither party may use Confidential Information of the other for its own purpose, nor disclose such Confidential Information to any third party other than a party's representative who has a need to know such information in relation to the administration of the Plan, and provided that such representatives are informed of the confidentiality provisions of this Agreement and agree to abide by them.

b. Plan Participant Information. Each party will maintain the confidentiality of Participant-identifiable information in accordance with Applicable Law and the terms of the HIPAA business associate agreement executed simultaneously herewith by the parties to this Agreement.

c. Upon Termination. Upon termination of this Agreement a party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to Applicable Law or in Meritain's case cannot be disaggregated from Meritain's databases. Meritain may retain copies of any such Confidential Information it deems necessary for the defense of litigation concerning the Services, for use in the processing of run-out Claims and for regulatory purposes.

d. Injunctive Relief. The parties each acknowledge that compliance with this Section 8 is necessary to protect the business and goodwill of each party and its affiliates and that any actual or potential breach will cause irreparable harm to the non-breaching party or its affiliates for which money damages may not be adequate. Each party therefore agrees that if a party or its representatives' breach or attempt to breach this Section 8 it will not oppose the non-breaching party's request for temporary, preliminary and permanent equitable relief, without bond, to restrain such breach. The prevailing party shall be entitled to recover from the other party the attorneys' fees and costs it expends in any action related to such breach or attempted breach.

9. RECORDS; AUDIT RIGHTS.

a. Meritain shall maintain records of Claims made and benefits paid in such form and format as is convenient for Meritain for at least seven (7) years, or longer if required by Applicable Laws.

b. Public Records Law.

i. Notwithstanding anything to the contrary contained in this Agreement, Meritain acknowledges Client's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Meritain further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Meritain shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

ii. Without in any manner limiting the generality of the foregoing, to the extent applicable, Meritain acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. keep and maintain public records required by Client to perform the Services required under this Agreement;

2. upon request from Client's Custodian of Public Records or his/her designee, provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the term of this Agreement and following completion of this Agreement if Meritain does not transfer the records to Client; and

4. upon completion of this Agreement, transfer, at no cost, to Client all public records in possession of Meritain or keep and maintain public records required by Client to perform the service. If Meritain transfers all public records to Client upon completion of this Agreement, Maritain shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Meritain keeps and maintains public records upon completion of this Agreement, Meritain shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from the Client's Custodian of Public Records, in a format that is compatible with the information technology systems of Client.

c. IF MERITAIN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MERITAIN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

d. Subject to the provisions of this Section and the remainder of this Agreement, Client may audit Meritain's records in connection with the administration of the Plan no more frequently than once every twelve (12) months provided that any such audit be commenced within one (1) year following the period being audited.

e. Meritain shall provide Client with reasonable access to such records. Except as specifically required by Applicable Law, in which case Meritain shall provide access to all applicable records required under Applicable Law, Meritain shall only provide access to information that is: (i) in its possession; (ii) related to the Services provided herein, including, but not limited to, the administration of the Plan; and (iii) not restricted from disclosure under Applicable Law or any agreement between Meritain and a third party.

f. Client shall give Meritain at least four (4) weeks prior written notice, which must include: (i) a statement notifying Meritain of its need to perform the audit; (ii) a description of the type(s) of information within the scope of the audit, including dates, a complete and accurate listing of the transactions to be pulled for the audit, and identification of the potential auditor; and (iii) a representation that the information to be disclosed by Meritain is reasonably necessary for the administration of the Plan or to satisfy any other requirements of Client or Meritain pursuant to Applicable Laws.

g. Audits shall occur at a reasonable time and place, in a manner that does not unreasonably interfere with Meritain's ability to conduct its normal business, and at Client's sole expense. Customer shall reimburse Meritain its reasonable costs for an audit which imposes exceptional administrative demands, as determined in both parties' reasonable discretion..

h. Client may designate a third party that meets the requirements provided in subsection i below to conduct an audit or receive information hereunder, further subject to Client and such third party's written agreement, in a form acceptable to Meritain, that: (i) no portion of the audit is based upon a contingency

fee arrangement; (ii) each shall only use the minimally necessary amount of audit information solely for purposes of administering the Plan and that each shall protect and maintain such information as confidential shall not disclose the information to any other person or entity other than Meritain; and (iii) each shall provide Meritain with copies of all reports and summaries compiled as a result of the audit, including any draft report. Upon Meritain's request, the auditors shall meet with Meritain to discuss any finding contained in a draft report. Meritain may, in its discretion, include a supplementary statement in any final audit report.

i. Client will utilize individuals to conduct audits on its behalf that are qualified by appropriate training and experience for such work, and will perform its review in accordance with Applicable Law. Client and such individuals will not make or retain any record of Participant-identifying identifying information concerning treatment of drug or alcohol abuse, mental/nervous or HIV/AIDS or genetic markers, in connection with any audit.

10. OVERPAYMENTS.

a. Meritain shall reprocess any identified errors in Plan benefit payments (other than errors Meritain reasonably determines to be *de minimis*), and, subject to Applicable Law, seek to recover any resulting overpayment, including overpayments resulting from Medicaid recoupment, by attempting to contact the party receiving the overpayment twice via letter, phone, or email, at no additional fee to Client. Client may direct Meritain in writing not to seek recovery of overpayments from Providers, and if so then Meritain shall have no further responsibility with respect to those overpayments. Meritain is not responsible for pursuing overpayment recovery through litigation.

b. If Meritain elects to use a third-party recovery vendor, collection agency, or attorney to pursue the recovery, the overpayment recoveries will be credited to Client net of fees charged by Meritain or those entities. Client shall cooperate with Meritain in recovering all overpayments of Plan benefits. Notwithstanding the foregoing or anything to the contrary contained herein, Meritain shall not use a third-party recovery vendor, collection agency or attorney to pursue Medicaid recoupments. Such collection efforts will be transferred to Client after Meritain's initial in-house services relating to Medicaid recoupment have been rendered. Client and Meritain may subsequently agree in writing to the allowance of any third-party recovery services with respect to Medicaid recoupment.

c. Client may seek recovery of overpayments from Providers once Meritain has been afforded a reasonable opportunity to recover such amounts and Client has provided Meritain notice that it will seek such recovery.

11. INSURANCE.

a. Meritain shall at all times carry insurance coverage in the following minimum amounts and shall, upon request by Client, provide Client with documentation evidencing the same:
   i. Professional liability (errors and omissions) insurance covering Meritain, its employees and its affiliates. These policies shall contain minimum limits of liability of One Million Dollars ($1,000,000) per claim/occurrence and Two Million Dollars ($2,000,000) in the aggregate.
   ii. General liability insurance covering third-party claims for bodily injury (including death), products, completed operations, personal injury, breach of confidentiality, and property damage arising from the premises and operations of Meritain. Such policies shall contain a minimum limit of liability of One Million Dollars ($1,000,000).
   iii. Worker's Compensation and Employers' Liability Insurance covering Meritain's statutory and legal obligations for employee job-related injuries or illnesses. Said Employers' Liability Insurance policy shall provide for a statutory benefit and contain minimum limit of liability of One Million Dollars ($1,000,000) per accident.
   iv. Automobile Liability Insurance in the minimum amount of One Million Dollars ($1,000,000).

v. Cyber Liability insurance in a minimum limit of liability amount of Two Million Dollars ($2,000,000) per claim and Three Million Dollars ($3,000,000) aggregate. Such policy shall cover legal costs incurred by Client relating to any such claim. Meritain agrees to use commercially reasonable efforts to mitigate any damages associated with any such occurrence or claim.

vi. Employee Crime and Dishonesty insurance in a minimum limit of liability amount of One Million Dollars ($1,000,000).

vii. The carrier(s) providing such insurance coverage listed in this Section will be licensed to do business in Florida with a BEST rating for Class VIII financial size category of "A VIII" or better. Waiver of subrogation in favor of Client is required for Worker's Compensation coverages.

12. DEFENSE OF CLAIM LITIGATION.

In the event of a legal, administrative or other action arising out of the administration, processing or determination of a Claim, the party designated in this Agreement as the fiduciary which rendered the decision in the appeal last exercised by the Participant which is being appealed to the court ("**appropriate named fiduciary**") shall undertake the defense of such action at its expense and settle such action when in its reasonable judgment it appears expedient to do so. If the other party is also named as a party to such action, the appropriate named fiduciary will defend the other party if the action relates solely and directly to actions or failure to act by the appropriate named fiduciary and there is no conflict of interest between the parties. Client shall pay the amount of Plan benefits included in any judgment or settlement in such action. The non-fiduciary party shall not be liable for any other part of such judgment or settlement, including but not limited to legal expenses and punitive damages.

13. LIMITATION OF LIABILITY; NO WARRANTIES.

a. **EXCEPT IN THE CASE OF MERITAIN'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, CRIMINAL ACTS OR FRAUD, IN NO EVENT SHALL MERITAIN HAVE ANY LIABILITY OR OBLIGATION TO CLIENT IN EXCESS OF THE ADMINISTRATIVE FEES ACTUALLY PAID BY CLIENT TO MERITAIN FOR THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION GIVING RISE TO ANY SUCH LIABILITY OR OBLIGATION.**

b. **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS, LOSS OF USE, LOSS OF REPUTATION OR GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ANY SIMILAR CLAIM OR DEMAND, AND EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO MAKE ANY CLAIMS TO THE CONTRARY.**

c. Client expressly agrees and acknowledges that: (i) Meritain does not render medical services or treatments to Participants; (ii) Meritain is not responsible for the health care that is delivered by Providers, or for a Provider's refusal to provide health care; (iii) Providers are solely responsible for the health care they deliver to Participants; (iv) Providers are not the agents or employees of Meritain and Meritain shall not be liable for the actions or lack thereof by Providers including without limitation under any theories of vicarious liability, agency, ostensible authority, respondeat superior or imputed liability.

d. **MERITAIN MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14. DISPUTE RESOLUTION.

If there is a dispute between the parties related to this Agreement, the parties shall first attempt to resolve such dispute by having the parties' Chief Executive Officers and County Manager, with respect to Client, (or their designees) meet in person within thirty (30) days of written notice of dispute issued by either party. If the dispute is not resolved after reasonable efforts by the Chief Executive Officers and County Manager, with respect to Client within such thirty (30) day period, either party may then proceed to exercise any and all remedies available to it by law or equity.

15. MISCELLANEOUS.

a. No Insurance; Claims Payment. This Agreement shall not be deemed a contract of insurance under Applicable Law. Meritain does not insure, guarantee or underwrite the liability of Client under the Plan. **Notwithstanding anything to the contrary herein, Client, and not Meritain, shall remain solely liable for the payment of Claims and all other expenses incidental to the Plan**. Without limiting the forgoing, if the Centers for Medicare and Medicaid Services ("**CMS**") determines that the Plan has underpaid a claim under Medicare secondary payor laws, Plan assets will be used to correct such underpayment, and Meritain will not be required to make such payment with its funds, regardless of when CMS requires such payment.

b. Use of Trade Names. Client authorizes Meritain may make lawful references to Client and use of its logo in its marketing activities and in informing health care providers as to the organizations and plans for which Services are to be provided so long as Meritain submits such references to Client in writing and receives Client's approval (which shall not be unreasonably withheld) prior to Meritain's use of the same.

c. Force Majeure. Neither party shall be deemed to have breached this Agreement, or be liable for any failure or delay in its performance under this Agreement, if prevented from doing so by a cause(s) beyond its reasonable control, including without limitation acts of God; acts of terrorism; natural disasters; wars; riots; labor disputes or shortages; and governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid.

d. Subsequent Documents. Each party shall timely execute or provide any further documents reasonably necessary to effect any term of this Agreement.

e. Assignment. Client may not assign this Agreement, in whole or in part, without the prior written consent of Meritain, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this Section shall be void and of no effect.

f. Miscellaneous. The parties have entered into this Agreement as independent contractors and not as agents of one another, and neither shall have any authority to act as the representative of the other, or to bind the other to any third party, except as specifically set forth herein. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without reference to its conflicts of laws principles, to the extent such laws are not preempted by ERISA. The courts located in any of Orange County, Florida, Hillsborough County Florida or Polk County, Florida shall have sole and exclusive jurisdiction of any dispute related hereto or arising hereunder. **EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.** No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver of that right. Any party not in breach of this Agreement may exercise any remedy to which it is entitled at law or in equity and to enforce its rights under this Agreement, including without limitation, enforcement through injunctive relief and the recovery of all costs arising from litigation including but not limited to attorneys' fees. There are no intended third-party beneficiaries of this Agreement (including without limitation Participants). The headings in this Agreement are for reference only and shall not affect the interpretation or construction of this Agreement. This Agreement (including incorporated attachments, including without limitation schedules and exhibits) constitutes the complete and exclusive

contract between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. Schedule C and Exhibit A, attached hereto, are hereby incorporated herein by reference. Unless expressly provided for otherwise, if there is any conflict between the terms of this Agreement any schedule, the terms of this Agreement will control. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms. No modification or amendment of this Agreement shall be valid unless in a writing signed by each party. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. By executing this Agreement, Client acknowledges and agrees that it has reviewed all terms of and conditions incorporated into this Agreement and intends to be legally bound by the same.

g. Notices. Any notice or other communication permitted or required to be given under this Agreement shall be in writing and shall be: (a) delivered in person, (b) mailed, by certified mail, return receipt requested, postage prepaid, (c) sent by recognized overnight courier,

If to Meritain:

Meritain Health, Inc.
300 Corporate Parkway
Amherst, New York 14226
Attn: Regional President

and

Meritain Health, Inc.
300 Corporate Parkway
Amherst, New York 14226
Attn: Corporate Counsel

If to Client:

Polk County
County Manager's Office
330 W. Church Street
P.O. Bos 9005, Drawer CA01
Bartow, FL 33830

Attention: Lea Ann Thomas
Deputy County Manager

h. Survival. Notwithstanding anything herein to the contrary, the following sections shall survive the expiration or termination of this Agreement: Section 3.e in accordance with its terms, Section 8, and Section 9.a in accordance with its terms, and those terms that survive by their nature or in accordance with their express terms.

i. Counterparts and Signatures of the Parties. This Agreement may be executed in any one or more counterparts (including by confirmed electronic (e.g. scanned document/pdf) or facsimile transmission), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An electronic signature of a party done pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement

In Witness Whereof, the parties have executed this Agreement on the dates set forth below.

MERITAIN HEALTH, INC.

Name: Melissa M. Elwood

Title: Regional President

Date: 12/9/16

POLK COUNTY, a political subdivision of the State of Florida

Name: Melony Bell

Title: Chairman, Board of County Commissioners

Date: 12/13/16

I.14

Reviewed as to form and legal sufficiency

Attorney's Office Date 12/12/16

SCHEDULE A
TO ADMINISTRATIVE SERVICES AGREEMENT SERVICES

Subject to the terms and conditions of the Agreement including without limitation this Schedule A, the Services provided by Meritain are described below.

1. MEDICAL CLAIMS ADMINISTRATION.

a. Receive, on behalf of Client, Claims data and documentation from Providers, process Claims incurred during the Term that contain all information necessary for Meritain to process such Claims and that do not require the exercise of discretion, using Meritain's normal claim determination procedures in a manner consistent with the Plan and the Agreement, and prepare and send explanation of payment forms to Participants as required by and consistent with Applicable Law. For the avoidance of doubt, Meritain shall have no discretionary authority to interpret the Plan or to adjudicate Claims.

b. Process, issue and distribute payments from the Claims Payment Account to Providers or others as applicable. **Meritain shall not be obligated to disburse more than the amount made available by Client for disbursement from the Claims Payment Account, nor, under any circumstance, be responsible to use its own assets to satisfy any Claim**.

c. Provide out-of-network bill negotiation and discount and cost management programs, which will not include Medicaid recoupment.

d. Refer to the Client, for its exclusive and final resolution: (i) any questions concerning the meaning of any part of the Plan Document; (ii) the validity of any questionable or disputed Claims; and (iii) any appeals from any denial of any of the Claims.

e. Meritain will provide Participants with a toll-free number for servicing.

2. REPORTING.

a. Meritain will provide direct access to Client's Claims data and eligibility data and standard Claims and statistical reporting.

b. Prepare a monthly written account report, which shall include but not limited to,: (a) the funding provided by Client; (b) the name of each Participant or Provider that submitted a Claim to Meritain; (c) the value of each Claim submitted; (d) the amount paid for each of the Claims satisfied; and (e) the total amount of all of the Claims satisfied.

c. Prepare Meritain's standard claim and statistical reports as reasonably requested.

d. To the extent maintained by Meritain, timely provide Client with the information ERISA requires, if applicable, to enable Client to file the Plan's Annual Report (IRS Form 5500), and if required provide the Internal Revenue Service an annual report of tax reportable Claim payments made to Providers.

3. UTILIZATION MANAGEMENT.

a. **Inpatient**: Upon request of a Participant or Provider, review actual or scheduled admissions and, using clinical criteria, determine medical necessity, conduct concurrent reviews and if appropriate provide discharge planning, based upon the information provided, and provide certification, as appropriate. Cases triggered by case management flags will be closely monitored and placed into case management as necessary.

b. **Outpatient:** Upon request of a Participant or Provider, review actual or scheduled (i) elective outpatient same-day surgeries; (ii) elective outpatient diagnostic procedures, including invasive; (iii) outpatient continuing services such as physical therapy and occupational therapy; and, using clinical criteria, determine medical necessity, based upon the information provided, and provide certification, as appropriate.

4. CASE MANAGEMENT.

Case Management is a collaborative process to assess, plan, implement, coordinate, monitor and evaluate the options and services required to meet a Participant's health needs. Licensed health care professionals provide the case management services using telephonic and other communication methods to promote high quality and cost-effective outcomes. Case Management includes review and management, when appropriate, of cases identified through the services, as well as the management of cases referred from external sources such as the Participant, provider, claims payer, etc. For the avoidance of doubt, Case Management will formally commence subsequent to the Effective Date, as agreed upon by the parties following the parties' discussions and good faith cooperation regarding the transition of Case Management services to Meritain.

5. COMPREHENSIVE DISEASE MANAGEMENT.

a. Targets, for Disease Management coaching, all Participants with one or more of the following nine (9) Disease Management Conditions: Asthma; Diabetes; Chronic Kidney Disease, Chronic Obstructive Pulmonary Disease; Chronic Pain; Congestive Heart Failure; Coronary Artery Disease; Hyperlipidemia and Hypertension. Client-level reporting includes identified as a % of the total population, referral sources, participation rates within primary diseases, distribution by activation level and referral sources.

b. Client will: (i) provide such data, in accordance with Meritain's standard processes regarding detail, format and frequency, that is necessary for performance of the Disease Management Services; (ii) reasonably cooperate with Meritain to develop and maintain electronic claims data interfaces to facilitate the ability to provide Disease Management; (iii) communicate the existence of the Disease Management program to Participants prior to the commencement of Services as Participant enrollment is critical to the success of the Disease Management program; (iv) provide Meritain with a current list of Participant telephone numbers in the Disease Management implementation process; (v) acknowledge that Claims data is a necessity in the Disease Management program, as it is used to run the predictive model, which not only identifies Participants who may incur high-dollar claims in the future, but also finds areas where there are gaps in care or where there is potential to avert costs, and agrees that without at least twelve (12) months of claims data prior to the predictive modeler being operational or used in identifying potential participating Participants, accurate referrals may only come from Utilization Management, Case Management, self-referrals and Client.

6. ADDITIONAL SERVICES. Additional Services, if any, are as described in the accompanying Schedule for such Services.

SCHEDULE B
TO ADMINISTRATIVE SERVICES AGREEMENT
FEES

1. **FEES FOR ADMINISTRATIVE SERVICES.** Unless otherwise stated, the monthly fees and charges for the Administrative Services ("**Administrative Fees**") are calculated by multiplying the listed rates in the table below ("**Administrative Rates**") by the applicable number of Participants enrolled in the Plan each month by the Administrative Rates.

Administrative Services	**Administrative Rates Per Participant Per Month (PPPM) unless otherwise specified** for the Administrative Services
• **Medical Claims Administration** • **Utilization Management (as set forth in Schedule A, Section 3)** • **Case Management** • **ATLAS Reporting Package** • **Disease Management** • **COBA Lite Bank Account** • **Data Feed to Third Party Vendor**	**$28.00**

It is acknowledged and agreed upon that Client shall receive from Meritain and/or one of its affiliated entities a credit toward Administrative Fees due and owing by Client to Meritain in the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) in the manner and form agreed to by the parties upon the execution of this Agreement. Meritain agrees that Client shall be credited the above-referenced amount against Administrative Fees that may become due and owing by Client from time to time pursuant to the provisions of this Agreement.

2. **ADDITIONAL FEES:**

a. Out of Network Discount Program Fees: Fees to be paid to out-of-network discount programs will be billed by Meritain and paid by Client on a contingent fee basis pursuant to Exhibit A, attached hereto and incorporated herein by reference, based on the program's percentage fee of savings resulting from the discount program.

b. Third-Party Vendor Fees: Client will pay vendors' fees for certain additional services including, but not limited to (i) fees for independent case review, (ii) contingency fees for subrogation services, and (iii) contingency fees and other fees for cost management vendors, claim auditors, bill negotiators and discount programs pursuant to Exhibit A. From time to time Meritain may also receive contingency fees or other administrative fees or similar compensation in connection with these vendor services. In no event will Meritain receive fees for Medicaid fund recoupment unless it has received prior written authorization from Client to transfer such recoupment Claims to a third-party vendor, collector, attorney or similar negotiator.

c. Fees for Run-Out Services:

   i. An amount equal to one-hundred percent (100%) of six (6) months of the Administration Rates based upon enrollment at the time of termination, to be paid to Meritain in four (4) equal monthly installments in a manner consistent with the payment terms provided herein, following the Termination Date of this Agreement;

ii. Meritain will also bill, and Client shall pay any other applicable fees for Services rendered during the run-out period other than Administration Rates.

d. Additional Fees and Services:

i. Printing Fees: to be provided upon request and mutual agreement as to printing and fees in each instance-

ii. Ad Hoc Reporting and Custom I.T. Services: No cost to Client for first ten (10) hours of such Services each month; billed at Meritain's then-current rate for any time in excess of ten (10) hours of time for per month.

SCHEDULE C
PERFORMANCE GUARANTEE AGREEMENT

This Performance Guarantee Agreement (this "PGA") is made by and between **Meritain Health, Inc.** ("Meritain" or "Meritain Health") and Polk County a Political Subdivision of the State of Florida ("Client"), and supplements and is made a part of the Administrative Services Agreement (the "Agreement", as defined below), and is effective as set forth in Section 3(a) below (the "Effective Date"). For and in consideration of the mutual covenants set forth in the Agreement and this PGA, the parties agree as follows:

1. PERFORMANCE OBJECTIVES.

Meritain Health believes that measuring the activities described below are important indicators of how well it services its clients. To reinforce Client's confidence in Meritain Health's ability to administer its program, Meritain Health is offering guarantees ("PGs") in the following areas, and subject to the terms and conditions of this PGA:

a. Performance Guarantee Metric Table:

Performance Category	Summary of Minimum Standards[1]	Penalty[2]
Implementation:		
• Initial Eligibility	97% of transactions processed within 9 business days. Turnaround time is based on the use of the standard excel template to create a file and receipt of all required information. The day of receipt is not counted in turnaround time calculations.	2.0%
• Overall Implementation Management	Average evaluation score of satisfactory or higher on standard implementation survey (>=3.0 on a scale of 1-5)	1.0%
Account Management:		
• Overall Account Management	Average evaluation score of satisfactory or higher based on annual survey (>=3.0 on a scale of 1 - 5)	1.0% (penalty calculated on Administrative Services Fees during the PG Term)
• Monthly Reporting Package	Monthly Reporting Package available within 21 business days of month end	2.0%
Plan Sponsor Services:		
• Ongoing Eligibility Updates	97% within 3 business days; 99.5% within 5 business days based on receiving a clean file and when submitted electronically	1.0%
Claim Administration:		
• Turn Around Time	80% of claims processed within 10 business days	1.0%
• Financial Accuracy	98%	1.0%
• Payment Incidence Accuracy	96%	1.0%
Maximum Penalty Percentage:		**10.0%**

NOTE 1: Section 5 of this PGA contains a complete description of Minimum Standards, and will control in the event of conflict.
NOTE 2: The penalty amount shall be calculated on the fees described in Section 4(a) of this PGA.

2. DEFINITIONS.

a. **Administrative Service Agreement** or **Agreement** means that Administrative Services Agreement between Meritain Health and the Client, including without limitation all of its amendments, schedules, and exhibits, effective as of the Effective Date that may be amended from time to time.

b. **Administrative Fees** means the fees for medical plan administration as set forth in the Agreement and shall not include any other fees or charges including without limitation commissions and charges collected outside of the monthly billed base Administrative Service Fees.

3. TERM AND TERMINATION.

a. The term of this PGA (the "PGA Term") shall commence as of the Effective Date (as determined by this Section 3(a)) through the effective date of its termination under Section 3(c). The parties agree that this PGA, including the PGs set forth herein, are effective:

   i. On the Effective Date, provided the Client executes and returns the Agreement and this PGA within thirty (30) days of receipt; or, if the aforementioned documents are not executed in such period, then this PGA, including the PGs set forth herein, shall be effective:
   ii. on the (1st) day of the month following the Client's execution of the Agreement, provided that such documents are returned to Meritain at least twenty (20) days prior to such date; or, if not executed and returned within such period, then this PGA, including the PGs set forth herein, shall be effective:
   iii. on the first (1st) day of the month following thirty (30) days after the date the Client executes and returns such documents.

b. Any amendment or modification of this PGA must be contained in a writing executed by both parties.

c. This PGA will terminate upon the first to occur of:

   i. upon written notice by Meritain in the event of the occurrence of a material change in the plan initiated by Client or by legislative action that impacts the claim adjudication process, member service functions or network management;
   ii. upon written notice by Meritain in the event of Client's failure to comply with its obligations under the Agreement, where such failure causes Meritain to be unable to meet a PG described herein (e.g., a submission of incorrect or incomplete eligibility information)

4. ADDITIONAL TERMS AND CONDITIONS.

a. Meritain will compile its performance guarantee results at regularly scheduled intervals as set forth herein. In the event that Meritain has failed to meet and cure one or more PGs (as set forth in Section 5 of this PGA), Meritain will provide an invoice credit ("Penalty Payment"). Penalty Payment(s) will be calculated (i) on the total Administrative Service Fee paid by the Client as set forth in the Agreement; or (ii) where the Agreement does not individually delineate the Administrative Service Fee,, Penalty Payment(s) will be calculated on the portion of fees attributed by Meritain to the same; and (iii) Penalty Payment(s) will be calculated for the month for which the

applicable PG was not met during the PG Term, except as expressly set forth in Section 1of the PGA regarding the Overall Account Management PG.

b. The maximum Penalty Payment payable to Client under these PGs shall not exceed the Maximum Penalty Percentage as indicated in the Performance Guarantee Metric Table.

c. PGs will not be reconciled and payouts will not occur if Client is in default of paying any fees or expenses under the Agreement.

d. Multiple failures of a given PG which are attributable to a single root cause shall only count as one failure.

e. The parties acknowledge and agree that failure to meet one or more PGs under this PGA shall not be deemed to be a material breach of the Agreement, and Client's sole remedy for any such failure shall be the remedies set forth in this PGA.

f. Meritain shall not be liable for any Performance Guarantee failure that is caused by the actions or omissions of Client or its vendors, employers or participants, including without limitation any failure to fulfill its responsibilities under this PGA.

g. This PGA is not applicable to any acquisitions or business combinations entered into by Client until after Meritain performs an analysis of the acquisition or business combination, and agrees in writing to apply this PGA to the acquisition or business combination.

h. No PGs shall apply for a period during which the Agreement is terminated by Client or by Meritain Health.

i. PGs will not apply with respect to the processing of run-in claims, nor to the period of time in which Meritain processes run-out claims upon termination of the Agreement, unless otherwise agreed to in a writing executed by both parties.

j. Penalties are calculated monthly and paid to Client annually as an invoice credit toward the Administrative Service Fees due for the first month of the new plan year.

5. PERFORMANCE GUARANTEE METRICS AND MEASUREMENT.

a. Implementation: Initial Eligibility.

i. *Meritain's Guarantee*. Meritain guarantees that 97% of open enrollment eligibility updates will be processed within 9 business days of receipt of complete, accurate and viable data in electronic format (If a file requires adjustments, the customer will be notified by email as soon as the need is identified). This guarantee applies to the initial enrollment activity that occurs during implementation. Refer to Section 5. f. for guarantees related to ongoing eligibility updates.

ii. *Client's Responsibilities*. Timely provide complete enrollment and eligibility information to Meritain in a mutually agreed upon format. Complete enrollment and eligibility information is defined as employee name, address, plan selection, DOB, SSN, and covered dependent information if applicable as well as mutually agreed upon eligibility specifications. This PG is contingent upon the file being transmitted successfully to Meritain (files received after 12:00 Noon EST will be considered as having been received on the next business day).

Any eligibility data received which must be adjusted by Meritain using a data fix will automatically void the guarantee in this Section 5(a), as such adjustment normally adds 72 hours to the entire process.

b. Implementation: Overall Implementation Management.

i. *Meritain's Guarantee*. Meritain guarantees an average evaluation score of "Satisfactory" or higher measured via timely responses to an Implementation Survey (Greater than or equal to 3.0 on a scale of 1 – 5). This guarantee applies to the overall management of the Client's onboarding and implementation with Meritain. Refer to Section 5. d. for guarantees related to overall account management.

ii. *Client's Responsibilities*. Client agrees to make Meritain aware of possible sources of dissatisfaction throughout the implementation process. The Implementation Survey must be completed by a minimum of five (5) designees as determined by the Client and communicated to Meritain. Failure for all designees to timely respond to the Implementation Survey will invalidate the guarantee.

iii. *Penalty and Measurement Criteria*. Each survey question relating to the performance of the Implementation Team will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Meritain will tally the results from the evaluation tool when received. If the average score of the evaluations falls below a "3" (satisfactory), Meritain Health will calculate the appropriate Penalty will be calculated using the methodology set forth in Section 4(a) of this PGA, and the percentages set forth in the applicable portion of the Performance Guarantee Metric Table.

c. Account Management: Overall Account Management.

i. *Meritain's Guarantee*. Meritain guarantees an average evaluation score of "Satisfactory" or higher measured via timely responses to an annual Client Survey (Greater than or equal to 3.0 on a scale of 1 – 5).

ii. *Client's Responsibilities*. Client agrees to make Meritain aware of possible sources of dissatisfaction throughout the Term. The Client Survey must be completed by a minimum of five (5) designees as determined by the Client and communicated to Meritain. Failure for all designees to respond to the Client Survey within 30 days of receipt will invalidate the guarantee.

iii. *Penalty and Measurement Criteria*. Each survey question relating to the performance of the Client Relationship Manager (Service Level) will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Meritain will tally the results from the evaluation tool when received. If the average score of the evaluations falls below a "3" (satisfactory), Meritain Health will calculate the appropriate Penalty using the methodology set forth in Section 4(a) of this PGA, and the percentages set forth in the applicable portion of the Performance Guarantee Metric Table.

d. Account Management: Monthly Reporting Package.

i. *Meritain's Guarantee*. Meritain guarantees the standard monthly reporting package will be available within 21 business days of the end of the month.

ii. *Client's Responsibilities*. None.

iii. *Penalty and Measurement Criteria*. Performance will be tracked monthly, reported quarterly. In the event this criteria is missed during a particular month in a reporting period, Meritain will have the opportunity to cure by meeting the performance standard in all three

(3) months of the next reporting period. Should Meritain fail to cure, the appropriate Penalty will be calculated using the methodology set forth in Section 4(a) of this PGA, and the percentages set forth in the applicable portion of the Performance Guarantee Metric Table.

e. Plan Sponsor Services: Eligibility Updates.

i. *Meritain's Guarantee*. Meritain guarantees that 97.0% of non-open enrollment eligibility updates will be processed within 3 business days of receipt of complete, accurate and viable data and 99.5% of non-open enrollment eligibility updates will be processed within 5 business days of receipt of complete, accurate and viable data (if a file requires adjustments, the customer will be notified by email as soon as the need is identified).

ii. *Client's Responsibilities*. Timely provide complete enrollment and eligibility information to Meritain in a mutually agreed upon format. Complete enrollment and eligibility information is defined as employee name, address, plan selection, DOB, SSN, and covered dependent information if applicable as well as mutually agreed upon eligibility specifications. This PG is contingent upon the file being transmitted successfully to Meritain (files received after 12:00 Noon EST will be considered as having been received on the next business day). Any eligibility data received which must be adjusted by Meritain using a data fix will negate the guarantee and normally adds 72 hours to the entire process.

iii. *Penalty and Measurement Criteria*. Performance will be tracked monthly, reported quarterly. In the event this criterion is missed during a particular month, Meritain will have the opportunity to cure by meeting the performance standard in all three (3) months of the next reporting period. Should Meritain fail to cure, the appropriate Penalty will be calculated using the methodology set forth in Section 4(a) of this PGA, and the percentages set forth in the applicable portion of the Performance Guarantee Metric Table.

f. Claims Administration: Turnaround Time.

i. Meritain's Guarantee. Meritain guarantees that claim turnaround time will not exceed 10 business days for 80.0% of the processed claims on a cumulative basis each year.

ii. *Client's Responsibilities*. Timely communicate changes to benefit plan.

iii. *Penalty and Measurement Criteria*. Meritain measures turnaround time from the date all the information necessary to process the claim is received by Meritain to the date that it is processed for payment or denied. Performance will be tracked monthly, reported quarterly. This PG will not apply during any period wherein the Client has instructed Meritain to hold or delay claims processing for any reason.

g. Claims Administration: Financial Accuracy.

i. *Meritain's Guarantee*. Meritain guarantees that the dollar accuracy of the claim payment dollars will be 98.0% or higher on a monthly basis.

ii. *Client's Responsibilities*. None.

iii. *Penalty and Measurement Criteria*. Financial accuracy is measured and calculated by dividing the total dollar amount of correctly paid claims, within an audit sample using industry accepted random audit methodology, by the overall absolute dollar amount of claims paid within the same audit sample. A value of 1 =100%. Percentages shall be based on the whole number and rounded to the nearest whole number based on third integer's value of 5 [for example: .982 = 98% and .985 = 99%]. This includes both analyst adjudicated and system adjudicated claims. Performance will be tracked monthly, reported quarterly. In the event this criteria is missed during a particular month, Meritain will have the

opportunity to cure by meeting the performance standard in all three (3) months of the next reporting period. Should Meritain fail to cure, the appropriate Penalty Payment as indicated in the Performance Guarantee Metric Table will be calculated based on those fees due for the month of the originating failure.

h. Claims Administration: Payment Incidence Accuracy.

i. *Meritain's Guarantee*. Meritain guarantees that the payment incidence accuracy will be 96.0% or higher on a monthly basis.

ii. *Client's Responsibilities*. None.

iii. *Penalty and Measurement Criteria*. Claim processing accuracy is measured by the total number of claims within an audit sample using industry accepted random audit methodology which processed without any type of error. Accuracy is calculated by dividing the total number of claims within the audit sample that were correctly billed and coded in accordance with industry accepted billing and coding guidelines which processed correctly without any type of error by the total number of claims audited. A value of 1 =100%. Percentages shall be based on the whole number and rounded to the nearest whole number based on third integer's value of 5 [for example: .982 = 98% and .985 = 99%]. Performance will be tracked monthly, reported quarterly. In the event this criteria is missed during a particular month, Meritain will have the opportunity to cure by meeting the performance standard in all three (3) months of the next reporting period. Should Meritain fail to cure, the appropriate Penalty Payment as indicated in the Performance Guarantee Metric Table will be calculated based on those fees due for the month of the originating failure. This PG will not apply during any period wherein the Client has instructed Meritain to hold or delay claims processing for any reason.

EXHIBIT A
OF ADMINISTRATIVE SERVICES AGREEMENT

DISCLOSURES

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

A. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "affiliates" or individually as an "affiliate"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement. In no event shall such vendor be paid for Medicaid fund recoupment unless prior written consent to such third party services and payment has been agreed to by Client.

When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain an administrative fee of 25% of the gross savings resulting from such services Subrogation services shall not include Medicaid fund recoupment, unless specifically agreed to by Client in writing.
In the event Meritain engages an out-of-network discount program, claim auditor, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, except with respect to any Medicaid recoupment services.

In cases where Meritain provides direct services, through its employees and agents, to negotiate bills, reduce claim amounts, access additional discounts or otherwise increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 25% of the savings resulting from such services except for any Medicaid recoupment services, which shall be inclusive in the Administration Fees. Any additional services relating to Medicaid recoupment shall be agreed upon in writing by Meritain and Client in advance.

The disclosures set forth in this Exhibit A, together with the disclosures set forth in Schedule A and B represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement (this "**Amendment**") dated as of **October 1, 2019** (the "**Amendment Effective Date**") amends the Administrative Services Agreement (the "**Agreement**") entered into as of **December 15, 2016**, as amended, by and between Meritain Health, Inc. ("**Meritain**") and **Polk County a political subdivision of the State of Florida** ("**Client**") as follows:

I. Section 3. TERM; TERMINATION

A. Subsection a. of Section 3. TERM; TERMINATION of the Agreement is hereby amended by the addition of the following new subsubsection i. as follows:

i. Renewal Term. Notwithstanding anything to the contrary in this Agreement, the Renewal Term commencing as of **October 1, 2019** will continue through and including **September 30, 2021**, and thereafter this Agreement will renew as set forth under Section 3.a.

II. Schedule B to Administrative Services Agreement, Fees

A. The Fees for Administrative Services set forth under Section 1 of the Schedule are hereby deleted in their entirety and replaced with the following new Administrative Services Fees for the Renewal Term commencing as of **October 1, 2019** through **September 30, 2021**:

Administrative Services	Per Employee Per Month
• **Medical Plan Administration** • **Utilization Management** • **Case Management** • **Disease Management** • **Client Owned Bank Account ("COBA")** • **ATLAS Reporting Package** • **Data File Feed to Third Party Vendor**	$29.12

III. DISCLOSURES EXHIBIT

The Agreement is hereby amended by the deletion of the Disclosures Exhibit in its entirety and is replaced with the following new Disclosures Exhibit attached hereto and incorporated herein.

IV. MISCELLANEOUS

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In Witness Whereof, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Michael S. Thomas

Name: Michael S. Thomas
Title: Regional President
Date: 9/18/19

POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Name: George Lindsey III
Title: Chairman
Date: 11/5/19

1.83

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 28% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

SECOND AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Second Amendment to Administrative Services Agreement (this "**Second Amendment**") effective as of **October 01, 2021** (the "Second **Amendment Effective Date**") amends the Administrative Services Agreement entered into as of **December 15, 2016**, as previously amended by an Amendment dated as of October 1, 2019 (collectively, the "**Agreement**"), by and between Meritain Health, Inc. ("**Meritain**") and **Polk County, a Political Subdivision of the State of Florida** ("**Client**") as follows:

1. SECTION 3: TERM; TERMINATION.

A. Subsection 3.a.i. of the Agreement is hereby amended to add the following new provision to the end of such Subsection as follows:

> For the avoidance of doubt, the Renewal Term commencing as of **October 01, 2021** will continue through and including **September 30, 2022**, and thereafter this Agreement will continue to renew as set forth under Section 3.a., unless sooner terminated as provided herein.

2. Schedule B to Administrative Services Agreement; Fees

A. The Administrative Fees set forth under Section 1 of the Schedule are hereby deleted in their entirety and replaced with the following new Administrative Fees for the Renewal Term commencing as of **October 01, 2021** through **September 30, 2022**:

Administrative Services	**Per Participant Per Month October 01, 2021 – September 30, 2022**
• **ATLAS Reporting Package** • **Case Management** • **Client Owned Bank Account ("COBA")** • **Data File Feed** • **Disease Management** • **Medical Plan Administration** • **Utilization Management**	$29.99

3. DISCLOSURES EXHIBIT.

Effective as of the Second Amendment Effective Date, the Disclosures Exhibit is hereby amended in its entirety as set forth in the attached Disclosures Exhibit, which is incorporated into the Agreement.

4. MISCELLANEOUS.

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In Witness Whereof, the parties have executed this Second Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Michael S. Thomas

Name: Michael S. Thomas

Title: Regional President

Date: August 25, 2021

POLK COUNTY, a POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Name: T. R. Wilson

Title: Chairman

Date: 9/21/2021

ATTEST:

Stacy M. Butterfield, Clerk

Name: Stacy M. Butterfield

Title: Clerk of the Board

Date: 9/21/2021

ATTEST:

Alison Holland

Name: Alison Holland

Title: Deputy Clerk

Date: 9/21/2021

$50

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 25% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

THIRD AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Third Amendment to Administrative Services Agreement (this "**Third Amendment**") effective as of **October 01, 2022** (the "**Third Amendment Effective Date**") amends the Administrative Services Agreement (the "**Agreement**") entered into as of **December 15, 2016**, as amended, by and between Meritain Health, Inc. ("**Meritain**") and **Polk County A Political Subdivision of the State of Florida** ("**Client**") as follows:

1. SECTION 3: TERM; TERMINATION.

A. Subsection 3.a.i. of the Agreement is hereby deleted in its entirety and replaced with the following new subsubsection 3.a.i. as follows:

i. Renewal Term. For the avoidance of doubt, the Renewal Term commencing as of **October 01, 2022** will continue through and including **September 30, 2023**, and thereafter this Agreement will continue to renew as set forth under Section 3.a.

2. FEE SCHEDULE.

A. The Administrative Fees set forth under Section 1 of the Fee Schedule are hereby deleted in their entirety and replaced with the following new Administrative Fees for the Renewal Term commencing as of **October 01, 2022** through **September 30, 2023**:

Administrative Services	**Per Participant Per Month October 01, 2022 – September 30, 2023**
• **Case Management** • **Client Owned Bank Account ("COBA")** • **Data File Feed** • **Disease Management** • **Medical Plan Administration** • **Utilization Management**	$29.99

3. DISCLOSURES EXHIBIT.

The Agreement is hereby amended by the deletion of the Disclosures Exhibit in its entirety and is replaced with the following new Disclosures Exhibit attached hereto and incorporated herein.

4. MISCELLANEOUS.

Any capitalized term not defined in this Third Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Third Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Third Amendment, remains in full force and effect.

In Witness Whereof, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Michael S. Thomas

Name: Michael S. Thomas
Title: Regional President
Date: March 14, 2022

POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Martha Santiago

Name: Dr. Martha Santiago
Title: Chair
Date: 3/15/22

#51
ATTEST: Stacy M. Butterfield, Clerk

Alison Holland

Name: Alison Holland
Title: Deputy Clerk
Date: 3/15/22

ATTEST: Stacy M. Butterfield, Clerk

Erin Valle

Name: Erin Valle
Title: Deputy Clerk
Date: 3/15/22

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 25% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement (this "**Amendment**") effective as of **October 01, 2023** (the "**Amendment Effective Date**") amends the Administrative Services Agreement (the "**Agreement**") entered into as of **December 15, 2016**, as amended, by and between Meritain Health, Inc. ("**Meritain**") and **Polk County A Political Subdivision of the State of Florida** ("**Client**") as follows:

1. **SECTION 3: TERM; TERMINATION.**

A. Subsection 3.a.i. of the Agreement is hereby deleted in its entirety and replaced with the following new subsubsection 3.a.i. as follows:

i. Renewal Term. For the avoidance of doubt, the Renewal Term commencing as of **October 01, 2023** will continue through and including **September 30, 2025**, and thereafter this Agreement will continue to renew as set forth under Section 3.a.

2. **FEE SCHEDULE.**

A. The Administrative Fees set forth under Section 1 of the Fee Schedule are hereby deleted in their entirety and replaced with the following new Administrative Fees for the Renewal Term commencing as of **October 01, 2023** through **September 30, 2025**:

Administrative Services	**Per Employee Per Month October 01, 2023 – September 30, 2025**
• **Case Management** • **Company Owned Bank Account ("COBA")** • **Data File Feed** • **Disease Management** • **Medical Plan Administration** • **Utilization Management**	$30.89

3. **DISCLOSURES EXHIBIT.**

The Agreement is hereby amended by the deletion of the Disclosures Exhibit in its entirety and is replaced with the following new Disclosures Exhibit attached hereto and incorporated herein.

4. **MISCELLANEOUS.**

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In **Witness Whereof**, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Michael S. Thomas

Name: Michael S. Thomas

Title: Regional President

Date: July 18, 2023

POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Name: George M. Lindsey, III

Title: Chairman

Date: 8/8/23

R. 31

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

2. DESCRIPTION OF CHARGES, FEES, DISCOUNTS, PENALTIES AND ADJUSTMENTS APPLICABLE TO ANY CONTRACTS WITH MERITAIN.

Meritain may receive compensation from insurance carriers ("**Carriers**") and managing general underwriters ("**MGUs**") in the form of fixed or contingent commissions and administrative fees. In some instances, the broker is entitled to a portion of the fixed or contingent commissions and administrative fees paid to Meritain. In those instances, Meritain will remit those amounts to the broker.

The parties acknowledge and agree that stop loss insurance policies are issued for one year terms, and therefore, Meritain is unable to disclose future commissions as of execution of this Agreement. Meritain will disclose future commissions (if any) at such time the policy is renewed or reissued.

Fixed Sales Commissions on Gross Insurance Premiums Payable to Meritain Per Year (if applicable):

Carrier	Commission type	Commission %
N/A - No Stop Loss Coverage/N/A	Meritain Stop Loss Commission	0.00%
N/A - No Stop Loss Coverage/N/A	Broker Stop Loss Commission	0.00%

Contingent Commissions

Contingent commissions may depend on a combination of factors such as growth, profitability, volume, retention and increased services that Meritain provides under agreements with certain Carriers and MGUs. There is no guarantee that Meritain will receive any contingent commissions. Also, in cases where Meritain agrees to provide administrative services that would otherwise be provided by a Carrier or MGU, some Carriers and MGUs pay administrative fees for these services. Below are descriptions of such commissions and fees that Meritain may receive:

None.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 25% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

Meritain, through its affiliate Aetna, has a variety of different VBC arrangements with many Network Providers. These arrangements compensate Network Providers to improve indicators of value such as, effective population health management, efficiency and quality care. Aetna's VBC models include: Pay-for-Performance (P4P), Bundled Payments, Patient Centered Medical Homes (PCMH), and Accountable Care Organizations (ACOs). Aetna will continue to evolve its VBC arrangements over time. Aetna employs a broad spectrum of different reimbursement and other incentive and adjustment arrangements with Network Providers to advance the goals of improving the quality of patient care and health outcomes, while controlling costs. Client's financial responsibility under each VBC arrangement is determined based on provider performance or other adjustment mechanisms, using an allocation method appropriate for each particular program. These methods may include: percentage of allowed claims dollars, percentage of plan participant member months, or specific savings for bundles payment cases.

Meritain will process any payments in accordance with the terms of each VBC arrangement or adjustment mechanism. In each of the VBC models, all self-funded customers reimburse Meritain for any payment attributable to their plan. Each customer's results will vary. It is possible that payments paid to a particular Network Provider or health system may be required even if Client's own population did not experience that same financial or qualitative improvements. It is also possible that payments will not be paid to a Network Provider even if Client's own population did experience financial and quality improvements.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.