AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Fifth Amendment to Administrative Services Agreement (this "**Fifth Amendment**") effective as of **October 01, 2025** (the "**Fifth 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, 2025** will continue through and including **September 30, 2027**, and thereafter this Agreement will continue to renew as set forth under Section 3.a.

2. **SCHEDULE B TO ADMINISTRATIVE SERVICES AGREEMENT; FEES**

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, 2025** through **September 30, 2027**:

Administrative Services	**Per Employee Per Month October 01, 2025 – September 30, 2027**
• **Case Management** • **Company Owned Bank Account ("COBA")** • **Data File Feed** • **Disease Management** • **Enlight Reporting Package** • **Medical Plan Administration** • **Summary of Benefits and Coverage ("SBC") Production** • **Utilization Management**	$31.82

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.

5. **SECTION 10: OVERPAYMENTS.**

Section 10. b. of the Agreement is hereby deleted in its entirety and replaced with the following new subsection 10. b. as follows:

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 recovery on overpayments of Plan benefits. Such collection efforts will be transferred to Client after Meritain's initial in-house services relating to recovery on overpayments have been rendered. Client and Meritain may subsequently agree in writing to the allowance of any third-party recovery services with respect to recovery.

6. **SCHEDULE A TO ADMINISTRATIVE SERVICES AGREEMENT SERVICES.**

Section 1 of Schedule A to Administrative Services Agreement Services is hereby amended to add the following new subsection 1.f. as follows:

f. Effective as of October 1, 2025, Meritain and Client agree that Meritain will no longer provide Client subrogation services on cases that may warrant or qualify for subrogation on or after October 01, 2025. Meritain, however, shall continue to provide subrogation services on those cases that are In Process. "In Process" shall mean any open or active subrogation cases where Meritain confirmed or identified a case for subrogation and engaged in subrogation services for such case during the period of December 15, 2016 to September 30, 2025. For the avoidance of doubt, Client shall pay the subrogation recovery fee with respect to subrogation cases that are In Process.

7. **SECTION 15: MISCELLANEOUS.**

The Agreement is hereby amended by the addition of the following new subsections 15. j., 15. k. and 15. l. as follows:

j. **Employment Eligibility Verification (E-Verify)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095 (5), Florida Statutes, Meritain agrees to register with and use the E-Verify system to verify the work authorization status of all new employees of Meritain. Meritain acknowledges and agrees that (i) the Client and Meritain may not enter into this Agreement , unless each party to this Agreement , , registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Florida Statutes, is an express condition of this Agreement , and the Client may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement , Meritain becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Contract. Failure to comply will lead to termination of this Agreement Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Florida Statutes, by Meritain , Meritain may not be awarded a public contract for a period of 1 year after the date of termination. Meritain shall be liable for any additional costs incurred by the Client as a result of the termination of this Agreement . Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

k. No Coercion for Labor or Services. Concurrently with its execution of this Amendment, MERITAIN has executed an affidavit (Exhibit A) which has been signed by an officer or representative of MERITAIN under penalty of perjury attesting that MERITAIN acknowledges and agrees that it does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Contract. MERITAIN shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.

l. Foreign Country of Concern Attestation. Concurrently with its execution of this Amendment, MERITAIN has executed an affidavit (Exhibit B) which has been signed by an officer or representative of MERITAIN under penalty of perjury attesting that MERITAIN acknowledges and agrees that it does not meet any of the criteria stated in Florida Statutes, § 287.138(2), as that statute may be subsequently revised or amended. Receipt of the required affidavit is a condition precedent to this Contract. MERITAIN shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 287.138.

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

MERITAIN HEALTH, INC.	**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**
Michael S. Thomas	
Name: Michael S. Thomas	Name:
Title: Regional President	Title: Chair
Date: November 5, 2025	Date:

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT
EXHIBIT A

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, **Michael S. Thomas, Regional President**, declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

MERITAIN HEALTH, INC.
NONGOVERNMENTAL ENTITY

Michael S. Thomas

SIGNATURE

Michael S. Thomas
PRINT NAME

Regional President
TITLE

November 5, 2025
DATE

FOREIGN COUNTRY OF CONCERN AFFIDAVIT
(PUR 1355) EXHIBIT B

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

MERITAIN HEALTH, INC. (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

PRINTED NAME: **MICHAEL S. THOMAS**

TITLE: **REGIONAL PRESIDENT**

SIGNATURE: Michael S. Thomas

DATE: **November 5, 2025**

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., an Aetna and CVS Health company, 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.

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.