

FIRST AMENDMENT
TO
SURGERY PLUS SERVICES AGREEMENT

This FIRST AMENDMENT (this "***First Amendment***") to that certain SurgeryPlus Services Agreement dated effective as of July 1, 2021 (the "***Agreement***") is made by and between Employer Direct Healthcare, LLC, a Delaware limited liability company ("***EDH***") and Indian River County, Florida, a political subdivision of the State of Florida with its principal place of business located at 1801 27th Street, Vero Beach, FL, 32960 ("***Sponsor***").

RECITALS

- I. EDH and Sponsor entered into the Agreement so that EDH's network and services could be incorporated into Sponsor's health benefit plan and made available to the eligible participants enrolled in such plan.
- II. EDH and Sponsor now desire to amend the Agreement based upon the terms and conditions contained in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants, agreements, representations, and warranties set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EDH and Sponsor agree as follows:

1. **Extension of Network Use Fee Discount.** The temporary Network Use Fee discount set forth in **Section 4.3(b)** of the Agreement is hereby extended. Accordingly, through September 30, 2023 only, the Network Use Fee shall be Three Dollars (\$3.00) per eligible Employee of Sponsor.
2. **Effective Date.** This First Amendment is effective as of June 1, 2022.
3. **Definitions.** Capitalized terms used in this First Amendment but not otherwise defined shall have the meaning ascribed to such terms in the Agreement.
4. **Remaining Provisions.** Except as specifically provided herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control.

[Signature page(s) follow]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by the undersigned duly authorized representatives.

EMPLOYER DIRECT HEALTHCARE, LLC

By: _____

Name: _____

Title: _____

INDIAN RIVER COUNTY, FLORIDA

By: _____

Name: _____

Title: _____