

**AMENDMENT NO. 3
TO
MASTER SERVICE AGREEMENT**

THIS AMENDMENT NO. 3 TO MASTER SERVICE AGREEMENT (“Amendment No. 3”) is effective as of January 1, 2025 (“Amendment No. 3 Effective Date”) by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, together with any applicable Affiliated P.C. (collectively “Premise Health”) and the Oklahoma City Municipal Facilities Authority, a public trust (“OCMFA”), of which its sole beneficiary is the City of Oklahoma City, a municipal corporation (“City”), for and on behalf of the health and welfare plan, to the extent applicable (collectively “Client”). Premise Health and Client are referred to in this Amendment No. 3 individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

RECITALS

WHEREAS, Client and Premise Health entered into that certain Master Service Agreement, effective January 1, 2020, as amended by Amendment No. 1, effective February 1, 2021, and Amendment No. 2, effective January 1, 2023 (collectively, the “Agreement”); and

WHEREAS, the Parties desire to enter into this Amendment No. 3 to amend the Term and make other modifications for the mutual benefit of the Parties.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AMENDMENTS

1. The Agreement is hereby amended, as specifically permitted pursuant to Section 7.1 thereof, to delete the first two sentences of Section 6.1, Term, in their entirety and replace them with the following:

The term of this Agreement shall begin as of the Effective Date and have an initial term through and including December 31, 2025 (the “Initial Term”), unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for one-year periods (each, a “Renewal Term”) upon a written instrument duly signed by the Parties at least 180 days prior to the end of the then-current Term (collectively, the Initial Term and any Renewal Term are the “Term”).

2. This Amendment No. 3 represents the complete agreement between the Parties regarding the subject matter hereof and no other changes or modifications of the Agreement are intended nor shall any such other changes or modifications exist. In the event of a conflict between the terms of the Agreement and this Amendment No. 3, the terms of this Amendment No. 3 shall control.

3. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect.

4. The Parties represent and warrant that they have all necessary and required power and authority to enter into this Amendment No. 3 and that the execution and delivery of this Amendment No. 3 by the Parties has been duly authorized by all requisite corporate action and when executed and delivered, this Amendment No. 3 shall be valid and binding upon the Parties.

5. This Amendment No. 3 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by electronic mail, cloud-based server, e-signature technology or other similar electronic means and neither party shall contest the validity of any properly delivered signature or mark.

(signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 through their respective representatives to be effective as of the Amendment No. 3 Effective Date.

PREMISH HEALTH EMPLOYER SOLUTIONS, LLC

By: DocuSigned by: Shannon Farrington
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Name: Shannon Farrington

Title: Cfo

Date: 10/23/2024

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LEGAL REVIEW

APPROVED by the Council and **SIGNED** by the Mayor of The City of Oklahoma City this 5TH day of NOVEMBER, 2024.

ATTEST:

Amy K. Simpson
City Clerk



[Signature]
Vice Mayor

APPROVED by the Trustees and **SIGNED** by the Chairman of the Oklahoma Municipal Facilities Authority this 5TH day of NOVEMBER, 2024.

ATTEST: (Seal)

Amy K. Simpson

SECRETARY



OKLAHOMA CITY MUNICIPAL FACILITIES AUTHORITY

[Signature]
VICE CHAIRMAN

APPROVED by the Trustees and **SIGNED** by the Chairman of the Oklahoma City Post- Employment Benefits Trust this 13TH day of NOVEMBER, 2024.

ATTEST: (Seal)

Amy K. Simpson

SECRETARY

OKLAHOMA CITY POST-EMPLOYMENT BENEFITS TRUST

[Signature]
CHAIRMAN

REVIEWED for form and legality

[Signature]
ASSISTANT MUNICIPAL COUNSELOR