

**AMENDMENT TO  
ADMINISTRATIVE SERVICES AGREEMENT**

This Amendment to the Administrative Services Agreement (this “**Amendment**”) dated as of **January 01, 2023** (the “**Amendment Effective Date**”) amends the Administrative Services Agreement (the “**Agreement**”) entered into as of **January 01, 2021**, as amended, by and between Meritain Health, Inc. (“**Meritain**”) and **Effingham County Board of Commissioners** (“**Client**”) as follows:

**1. FEE SCHEDULE**

A. Section 3 of the Fee Schedule is hereby amended to add the following new credit/allowance as follows:

**3. CREDITS/ALLOWANCES:**

Subject to any applicable terms and conditions set forth in this Section, the amount for any credit/allowance listed below will be credited towards the Administrative Rates until such credit/allowance amount has been reached.

<b>Credit/Allowance Type</b>	<b>Amount</b>	<b>Frequency/Availability</b>	<b>Applicable Period</b>
Wellness Program Allowance ▼	\$3,000	Per Year for the Applicable Period	January 01, 2023 – December 31, 2023

▼ The wellness program allowance is limited to the amount, frequency/availability, and applicable period for this allowance set forth in the table above (the “Wellness Allowance”). The Wellness Allowance is intended to provide Client with an allowance of money from which Client can utilize to offset reasonable, identifiable expenses that Client may incur for its wellness program and activities provided to Participants under the Plan (the “Wellness Program”).

The Wellness Allowance shall only be available for expenses incurred by Client in connection with the Wellness Program and may not be used for non-wellness services or services unrelated to the Wellness Program. Client’s receipt of the Wellness Allowance is subject to: (i) Client providing Meritain an invoice detailing the expenses incurred for the Wellness Program; and (ii) Meritain’s review and approval of such submitted expenses in accordance with Meritain’s then-current policies. Meritain will not credit the Wellness Allowance or any portion thereof if Client does not incur eligible expenses for its Wellness Program during the year. Any unused Wellness Allowance or allowance amount will not carry over nor can be applied to any subsequent year.

Client represents and warrants that its use of the Wellness Allowance and any offering of prizes, gift cards, and/or giveaways in connection with the Wellness Allowance shall be in compliance with Applicable Laws. Client is solely responsible for filing any notices and/or forms, such as Form 1099, required by Applicable Law.

**2. 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*

**EFFINGHAM COUNTY BOARD OF  
COMMISSIONERS**

Name: Michael S. Thomas  
Title: Regional President  
Date: August 09, 2023

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_