

**FIFTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT**

THIS FIFTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Fifth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 62-1625299) ("Premise Health").

**WHEREAS**, on January 1, 2013, City and CareHere, LLC, entered into an Agreement to provide physician or physician extenders (nurse practitioners or physician assistants), and/or nurses, and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08-001, for a term of three (3) years from January 1, 2013 to December 31, 2015; and

**WHEREAS**, on July 8, 2015, City and CareHere, LLC, entered into Amendment 1 of the CareHere, LLC City of Ocala Agreement (the "First Amendment") extending the term of the Original Agreement for an additional term from January 1, 2016 to December 31, 2019; and

**WHEREAS**, on February 3, 2020, City and CareHere, LLC, entered into a Second Amendment of CareHere, LLC City of Ocala Agreement (the "Second Amendment") to amend the Monthly Fee; and

**WHEREAS**, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC acquired CareHere, LLC; and

**WHEREAS**, on January 1, 2023, CareHere, LLC, assigned all rights, interests, and obligations held by CareHere, LLC, under the Original Agreement, as amended, to Premise Health Employer Solutions, LLC as part of a reorganization; and

**WHEREAS**, on September 15, 2023, City and Premise Health Employer Solutions, LLC, entered into a Third Amendment of CareHere, LLC, City of Ocala Agreement extending the term of the Original Agreement, as amended, for an additional three (3) year term from January 1, 2023 to December 31, 2025; and

**WHEREAS**, on December 5, 2023, City and Premise Health Employer Solutions, LLC, enter into a Fourth Amendment of the Original Agreement (the "Fourth Amendment") to address assignment documentation, changes to professional liability insurance, restricted access to patient information, and the transferability of the Original Agreement, as amended, to affiliates without notice; and

**WHEREAS**, City and Premise Health now desire to extend the Original Agreement for an additional nine-month term and update the compensation and management fee information.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Premise Health agree as follows:

1. **RECITALS.** City and Premise Health hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, between City and Premise Health is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fifth Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby extended for a nine (9) month term beginning on **JANUARY 1, 2026**, and terminating after **SEPTEMBER 30, 2026**. Thereafter, there remains the option for this Agreement to be extended for up to **TWO (2)** additional **ONE (1) YEAR** terms upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Premise Health a price not to exceed **TWO MILLION, TWO HUNDRED SEVENTY-ONE THOUSAND, TWENTY-TWO AND NO/100 DOLLARS (\$2,271,022)**, as provided for in budget attached hereto as Attachment 1, (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
5. **MANAGEMENT FEE.** The Management Fee charged by Premise Health to the City is included in the Contract Sum and shall be **TWENTY-ONE AND NO/100 DOLLARS (\$21.00)** per employee, per member (PEPM) with Technology Services and Insurance – Med. Malpractice being fixed based on the Staffing Model and RCM being fixed per unit, as provided for in Attachment 1.
6. **NOTICES.** All notices, certifications or communications required by this Fifth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Premise Health:

Premise Health Employer Solutions, LLC  
 Attention: Legal Department  
 5500 Maryland Way, Suite 120  
 Brentwood, TN 37027  
 E-mail: [Legal@premisehealth.com](mailto:Legal@premisehealth.com)

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer  
 City of Ocala  
 110 SE Watula Avenue, 3rd Floor  
 Ocala, Florida 34471  
 Phone: 352-629-8343  
 E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
 City of Ocala  
 110 SE Watula Avenue, 3<sup>rd</sup> Floor  
 Ocala, Florida 34471  
 Phone: 352-401-3972  
 E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

7. **COUNTERPARTS.** This Fifth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Premise Health, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that

contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.

9. **LEGAL AUTHORITY.** Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fifth Amendment.

**IN WITNESS WHEREOF**, the parties have executed this Fifth Amendment on \_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Ire Bethea, Sr.  
City Council President

**Approved as to form and legality:**

**PREMISE HEALTH EMPLOYER SOLUTIONS,  
LLC.**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title)

## ATTACHMENT 1

### 2025 City of Ocala PCMH Client Budget 9056, City of Ocala

	10/01/2024- 09/30/2025 Staffing	10/01/2025- 09/30/2026 Staffing
Physician Assistant	3.50	3.20
Physician	0.38	0.50
Health Center Manager RN	-	1.00
Medical Assistant/Care Technician	5.00	5.00
Licensed Practical Nurse	1.00	1.00

  

Budget Category	10/01/2024 - 09/30/2025	10/1/2025- 09/30/2026
Medical Personnel	\$ 1,344,284	\$ 1,515,428
Medications	\$ 155,792	\$ 121,975
Technology Services	\$ -	\$ 51,882
Lab/Supplies/Misc.	\$ 160,447	\$ 216,989
Insurance - Med. Malpractice	\$ 16,308	\$ 43,373
RCM		16,959
Management Fee	351,488	304,416
Total	\$ 2,028,318	\$ 2,271,022

**Key:**

	Fixed based on Staffing Model
	Fixed per unit
	Billed as PEPM

\*All other non-color coded categories are variable or passed through as incurred, except benefits - % salary/wage cost.

- ◆ Fixed Fee items will increase annually at 5% per year.
- ◆ Management fee is a calculated \$21 PEPM, assuming 1,058 EE and 150 Retirees.
- ◆ RCM is calculated at 2.60 per encounter.