



FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Fourth 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 physicians 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; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year 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 ("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 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 ("Third Amendment") to extend the Original Agreement, as amended, for an additional three-year term from January 1, 2023 to December 31, 2026; and

WHEREAS, City and Premise Health now desire to amend the Original Agreement to address assignment documentation, changes to professional liability insurance, restricted access to patient information, and the transferability of the Agreement to affiliates without notice.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Premise Health agree as follows:

1. **RECITALS.** City and Premise Health hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Premise Health, as amended, 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 Fourth Amendment.
3. **AMENDMENT TO SECTION 4.01(e) – CERTIFICATES.** The language contained in Section 4.01(e) – Certificates of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

CERTIFICATES: Premise Health shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least B+, showing the City as an Additional Insured. The City of Ocala, Finance Department, located at



110 SE Watula Ave, Ocala, FL 34471, should be shown as the Certificate Holder, and for providing a **thirty (30)** day cancellation notice. Notwithstanding the foregoing, City agrees that certain primary layer coverage required hereunder may be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941)) principally owned by Premise Health, including its subsidiaries and affiliates.

*Non-rated insurers must be pre-approved by the City Risk Manager or approved in this Agreement.

4. **AMENDMENT TO SECTION 5.06 – ACCESS TO BOOKS AND RECORDS.** The language contained in Section 5.06 – Access to Books and Records in the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ACCESS TO BOOKS AND RECORDS: Both Premise Health and the City mutually consent to grant each other access to their respective financial books and records, as they relate to this Agreement. This access is expressly restricted to financial books and records and specifically excludes, but not by way of limitation, access to patient information.

5. **AMENDMENT TO SECTION 5.07 – ASSIGNMENT.** The language contained in Section 5.07 – Assignment of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ASSIGNMENT: Premise Health shall not assign this Agreement to any third party without obtaining prior written consent of the City, which shall not be unreasonably withheld. City acknowledges and consents that Premise Health may assign its contractual rights and delegate the provision of Services outlined herein to an affiliate or Affiliated P.C. (defined as a professional corporation, professional association, or similarly instructed legal entity duly qualified in the state where each Health Center is situated, and with which Premise Health or one of its subsidiaries maintains a management services agreement), or in connection with a sale, merger, acquisition, reorganization, or by operation of law without prior written consent of the City, provided that any successor in interest shall be financially able to provide Services without material negative impact on the City. Except as otherwise specified herein, this Agreement is legally binding upon and insures to the benefit of the involved Parties, as well as their respective successors and authorized assigns.

6. **AMENDMENT TO EXHIBIT A.** The document attached to the Original Agreement **Exhibit A – Standard Scope of Services** is hereby amended to incorporate **Exhibit A-1, Schedule 1 to Exhibit A** and **Attachment 1 to Exhibit A**, attached hereto.
7. **NOTICES.** All notices, certifications or communications required by this Fourth 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 email. 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
-----------------------	--



If to City: Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
PH: 352-629-8343
E-Mail: notices@ocalafl.gov

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.gov
PH: 352-401-3972

8. **COUNTERPARTS.** This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
9. **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 Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.
10. **LEGAL AUTHORITY.** Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on

_____.

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs
8024674C08C644E

Angel B. Jacobs
City Clerk

DocuSigned by:
Christopher Watt
020725C02727AED

Christopher Watt
Chief of Staff

Approved as to form and legality:

**PREMISE HEALTH EMPLOYER SOLUTIONS,
LLC**

DocuSigned by:
William E. Sexton
B07DCFC4E85E429

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Shannon Farrington
038390D714E2479

Signature

DS
MF

Shannon Farrington

Printed Name

CFO

Title

EXHIBIT A-1**AMENDMENT TO STANDARD SCOPE OF SERVICES**

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the "SOW") are effective as of October 1, 2022 and attached to, made a part of, and governed by the Agreement, effective January 1, 2013 by and between City of Ocala ("Client") and Premise Health Employer Solutions, LLC ("Premise Health"). To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

ARTICLE I**LOCATIONS AND SERVICES OFFERED BY LOCATION**

Premise Health operates the City of Ocala Employee Health Center (each, a "Health Center") at:

- 2100 NE 30th Ave. Ocala, 34470 provides the products and services:

Products & Services
eRx Schedule 1

ARTICLE II**DAYS AND HOURS OF OPERATION**

Services are provided Monday through Friday excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Services	Operating Schedule
eRx	Monday – Friday 8am - 5pm

ARTICLE III**ELIGIBILITY**

The table below identifies the eligible Participants for each Service. "Participants" may include, Employees, Spouses and Dependents, as defined below.

Products & Services	Participants
eRx	Employees, Spouses, Dependents

CONTRACT# RSK/08-001

3.1. Employees of Client who participate in Client's medical plans ("Employees") and eligible dependents of Employees ("Dependents").

ARTICLE IV
REPORTING AND RETURN ON INVESTMENT

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience. Quarterly reports build on the monthly report and add Return on Investment (ROI) and clinical outcome metrics. ROI analyses are available after 4 full quarters of operation. A full year of operation allows for a more complete dataset which will reflect in the per member per year savings.

CONTRACT# RSK/08-001

Schedule 1 to Exhibit A
Provider Dispensing Services

Premise Health provides medications that are available to Participants at the time of the provider visit in quantities up to 90-day supply or as allowed by law, whichever is less. Medications are prescribed and dispensed by Premise Health Personnel having authority to dispense and who are licensed, if applicable, to dispense medications to their patients. Provider dispensing medication expenses are billed directly to the Client.



Attachment 1 to Exhibit A

2023 City of Ocala PCMH Client Budget

3/30/2023

HEALTH CENTER

2022 Budget (10/1/22 - 9/30/23)	2023 Budget (10/1/23 - 9/30/24)
------------------------------------	------------------------------------

Staffing Cost (Includes Benefits, Training, and Temp. Staff)	914,154	981,162
Professional Liability Insurance	8,280	8,684
Medication (Onsite Formulary with 150-200 Medications)	145,962	150,423
*Est. Based on Last 12 Months of Operation		
Labs Processed Outside of Health Center (Access to Over 2,000 Labs)	81,503	79,079
*Est. Based on Average of the Last 12 Months of Operation		
Supplies, Hardware Refresh, CLIA Waived Labs, & Misc	9,886	30,843
*Est. Based on Last 12 Months of Operation		
Radiology	4,342	4,913
*Est. Based on Last 12 Months of Operation		
Management Fee - \$21 PEPM		
Management Fee Total Cost	250,488	250,488
TOTAL ANNUAL COST	1,414,615	1,505,591

Key:

Fixed based on Staffing Model

*All other non-color coded categories are variable/pass through as incurred.

- ◆ PLI will increase 5% each year in October.
- ◆ Flu is included in 2023/2024 budget and not included in 2022/2023 budget.
- ◆ Hardware refresh of an estimated \$16,731.85 are included in 2023/2024 budget.

Certificate Of Completion

Envelope Id: EA14AB2B0378455D9F5FA41D0972064E

Status: Completed

Subject: FOR SIGNATURE - (RSK) 08-001

Source Envelope:

Document Pages: 8

Signatures: 4

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Jamil Ramirez

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

jramirez@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

11/16/2023 4:20:44 PM

Holder: Jamil Ramirez

jramirez@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 11/16/2023 4:22:42 PM

Viewed: 11/22/2023 11:59:49 AM

Signed: 11/22/2023 11:59:54 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nathaniel Dallas

Nathaniel.Dallas@premisehealth.com

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 76.18.178.16

Sent: 11/22/2023 11:59:55 AM

Resent: 11/27/2023 4:58:15 PM

Viewed: 11/28/2023 9:41:54 AM

Signed: 11/30/2023 9:13:45 AM

Electronic Record and Signature Disclosure:

Accepted: 11/28/2023 9:41:54 AM

ID: 3015cb86-7417-42f2-a8e4-f99e285a4e0f

Shannon Farrington

Shannon.Farrington@Premisehealth.com

CFO

Security Level: Email, Account Authentication
(None)

DocuSigned by:



838590D114ED474...

Signature Adoption: Pre-selected Style

Using IP Address: 129.222.252.209

Signed using mobile

Sent: 11/30/2023 9:13:46 AM

Viewed: 12/5/2023 3:03:24 AM

Signed: 12/5/2023 3:03:55 AM

Electronic Record and Signature Disclosure:

Accepted: 12/5/2023 3:03:24 AM

ID: b3a21402-6f4a-424c-8c5e-b936ff57dff1

Christopher Watt

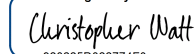
cwatt@ocalafl.org

Chief of Staff

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



920225D022774F0...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 12/5/2023 3:03:57 AM

Viewed: 12/5/2023 6:50:21 AM

Signed: 12/5/2023 6:51:43 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org Security Level: Email, Account Authentication (None)	<div><div>DocuSigned by:</div><div><i>Angel B. Jacobs</i></div><div>8DB3574C28E54A5...</div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</div>	Sent: 12/5/2023 3:03:57 AM Viewed: 12/5/2023 9:00:42 AM Signed: 12/5/2023 9:01:09 AM
Electronic Record and Signature Disclosure: Accepted: 12/5/2023 9:00:42 AM ID: 86aebaa4-0e13-46b0-ab67-e73ae63a066e		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/16/2023 4:22:43 PM
Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
Certified Delivered	Security Checked	12/5/2023 9:00:42 AM
Signing Complete	Security Checked	12/5/2023 9:01:09 AM
Completed	Security Checked	12/5/2023 9:01:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.