

**THIRD AMENDMENT TO PREMISE HEALTH EMPLOYER SOLUTIONS LLC  
AGREEMENT FOR MEDICAL SERVICES NO.11320**

THIS THIRD AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Premise Health Employer Solutions, LLC, a Foreign Limited Liability Company which is authorized to do business in the State of Florida, as successor in interest to CareHere, (“Premise Health”) who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated July 9, 2019 for medical services, identified by No. 11320 (the “Agreement”); and

**WHEREAS**, the Parties previously entered into the First Amendment to the Agreement, dated October 4, 2022 (the “First Amendment”) and the Second Amendment to the Agreement, dated October 9, 2024, (the “Second Amendment”); and

**WHEREAS**, the Parties desire to amend the Agreement to update the Scope of Services and Administrative Fees, and to do as otherwise provided herein.

A. Amendment. Article II, titled Compensation paragraph 2.02, titled Monthly Fee, sub-paragraph a. is amended to read as follows:

a. Employees. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the County shall pay to CareHere the amount of \$20.00 per employee per month for arranging for the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month. This rate shall be in effect for the term of this Agreement

B. Amendment. Exhibit A, “Scope of Services” is hereby amended to include Supplemental Scope of Service Population Health Insights, as attached hereto as Exhibit A-1 and incorporated by reference.

C. Amendment. The Term of the Agreement in Article III, of the Agreement titled “Term and Termination” is amended to read as follows:

Term. This Agreement shall be for a term of seven (7) years commencing October 1, 2019 and continuing through September 30, 2026 subject to earlier termination in accordance with this Agreement. The County shall have the exclusive right to renew the Agreement for one additional two (2) year term. Any such renewal shall be by written contract amendment duly executed by the Parties.

Effective Date. This Amendment shall be effective upon execution by both Parties,

D. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Charles S. Chestnut, IV, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**Premise Health Employer Solutions, LLC**

Signed by:  
By: William D. Wright  
Print: William D. Wright  
Title: General Counsel, Secretary  
Date: 3/20/2025

Signed by:



**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

## EXHIBIT A-1: SUPPLEMENTAL STATEMENT OF WORK

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the “SOW”), 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 provides the products and services listed below as related to Population Health Insights:

<b>Products &amp; Services</b>
Primary Care Schedule 1

### **ARTICLE II** **ELIGIBILITY**

The table below identifies the Patients for each Service. Patients may include Employees and Dependents, as defined below.

<b>Products &amp; Services</b>	<b>Eligibility</b>
<b>Primary Care</b>	Employees & Dependents

4.1. Employees of Client who participate in Client’s medical plans (“Employees”) and eligible dependents of Employees (“Dependents”).

### **ARTICLE VIII** **REPORTING AND RETURN ON INVESTMENT**

Premise Health will prepare a claims-based ROI analysis annually approximately six (6) to nine (9) months after each twelve (12) month period that Participant data is obtained. The ROI report may include:

(a) Medical and pharmacy cost savings for Participants who engage with Premise Health providers.

(b) Impact and performance reporting of Premise Health services including product-level ROI, attribution, total cost of care drivers, clinical impact, and impact on health plan spend.

(c) Productivity savings for lost work time of Participants treated at the Health Center compared to community care.

(d) A comparison of clinical and financial outcomes to assessments of Services, conditions, providers, procedures, or other costs of care to identify factors that may increase cost and/or lower quality of care for Participants.

(e) Insights and recommendations based on analyses to improve health outcomes, access, and cost savings.

## **ARTICLE X MEMBER MARKETING**

Engagement marketing will utilize Member Data, when available, to create tailored and effective marketing plans to promote engagement and awareness of the Services.

### **Schedule 1 to Exhibit A Primary Care**

Primary Care provides Participants with comprehensive, coordinated care across Premise Health services and other Client-offered health programs. For Participants who elect to use the Health Center as their primary care provider, Premise Health Personnel will serve as the point of entry into the healthcare system and act as the ongoing coordinator for healthcare services.

**1.1. Preventative Services.** Premise Health will assess gaps in preventive care during routine visits and using clinical assessment of Member Data, when available, to enhance understanding of Participants' care needs, medical history, and identify care gaps.

**1.2. Managing Chronic Conditions.** Providers incorporate the following scope in their practice:

(a) Using clinical assessment of Member Data, when available, to aide in care planning with deeper insight of the Participant's medical history which may include health problems, chronic conditions, ER visits, inpatient hospitalizations, and dispensed medications, etc.

(b) Identifying active health problems, allergies and prescription/OTC medications and herbal supplements and review for contraindications and interactions, including clinical assessment of diagnoses and medications in Member Data when such data is available.

(c) Managing appropriate chronic conditions with the goal of condition improvement and reversal and assesses/addresses Participant response to medications and barriers to adherence. Incorporating clinical assessment of prior and ongoing chronic conditions and medical management of chronic conditions identifiable within Member Data, when such data is available.

(d) Addressing health risks, e.g., obesity, diet, tobacco, and compliance with treatment plans, medication adherence, and self-monitoring strategies. Incorporating clinical assessment of such health risks and medications identifiable within Member Data, when such data is available.

(e) Providing ongoing support and mitigation of health issues between visits based on data directed by Participants and from Member Data, when such data is available.

**1.3. Acute/Urgent Care.** Acute/urgent care includes:

(a) Providing acute care, symptom treatment, and health management appropriate for Participants based on subjective and objective data including, but not limited to, personal and family

medical history, Member Data when available, laboratory and physical examination findings in the Health Center, and where technology is enabled, care may be provided virtually to established Participants during established operating hours. The criteria for virtual care may be changed by mutual consent of the Parties.

(b) Prescribing, administering, and monitoring ongoing medications, leveraging e-prescribing functionality, history of prescriptions from community providers, Member Data when available, and accessing applicable formulary information that includes less expensive alternatives, generics, and copay information before writing the prescription. Incorporating clinical assessment of medications identifiable within Member Data, when such data is available, to provide less expensive alternatives for relevant medications.

**1.4. Women's Health.** Specialized primary care services are available for women, which include using Member Data, when available, to identify gaps in routine care and preventative screenings and enhance clinical assessment of the Participant's medical history relevant to women's health.

**1.5. Pediatric Care.** Not to replace care provided by a pediatrician, routine preventive and sick care is provided by Premise Health for eligible children 8 years and older, include using Member Data, when available, to enhance coordination of well-child care. Routine preventive (well-child) care is provided by Premise Health for eligible children 8 years and older, include using Member Data, when available, to enhance coordination of well-child care.

**1.6. Referral Management.** Participants are referred to appropriate specialists and inpatient hospitals as medically appropriate and aligned with Client's health plan quality networks. Premise Health will review Member Data, when available, to better understand medical history such as specialist utilization and prior admissions.

**1.7. Lifestyle Medicine.** Primary care incorporates a lifestyle medicine approach to address modifiable behaviors, including nutrition, movement, sleep, stress/emotional wellbeing, substance use, hydration and getting outdoors. Premise Health clinicians employ basic wellness coaching strategies to promote behavior change including the following:

(a) Clinical assessment of Member Data, when available, to enhance understanding of medical history and development of a personalized lifestyle medicine plan.

(b) Using Participant-reported lifestyle and health behaviors as well as Member Data, when available, to identify and optimize outreach to bring Participants to the Health Center or to engage them virtually and provide lifestyle medicine to Participants with the highest level of care needs.

(c) Providing customized content to Participants based on best practices and content relevant to sub populations of Participants based on analysis of Member Data, when such data is available.

**1.8. Health Promotion and Health Education Services.** Health Promotion and Health Education Services scope include providing outreach to engaged Participants using Member Data, when available, to identify and provide targeted health promotion content.