

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

THIS FOURTH 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, (“**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**”) the Second Amendment to the Agreement, dated October 9, 2024, (the “**Second Amendment**”) and the Third Amendment to the Agreement, dated April 28, 2025; and

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

A. Amendment. Exhibit A, “Scope of Services” is amended to include Supplemental Statement of Work, as attached hereto as Exhibit A-2, hereby adding Care Navigation services at the Alachua Co Employee Health & Wellness Center, and incorporated by reference.

B. Amendment. Article VIII of the Agreement, titled Miscellaneous, is amended to add Paragraph 8.12, titled Affidavit of No Coercion Pursuant to §787.06, Florida Statutes.

8.12 Affidavit of No Coercion Pursuant to §787.06, Florida Statutes

1. Section 787.06(13), Florida Statutes, requires any governmental entity when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

2. Premise Health will comply with this statutory requirement by completing and executing the Affidavit of No Coercion Pursuant to §787.06, Florida Statutes, a copy of which is attached to the Fourth Amendment as Exhibit J.

C. Amendment. Article VIII of the Agreement, titled Miscellaneous, is amended to add Paragraph 8.13, titled Contracting with Entities of Foreign Countries of Concern Prohibited.

8.13 Contracting with Entities of Foreign Countries of Concern Prohibited

1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with an entity if the contract provides the entity with access to an individual's personal identifying information and:

- a) The entity is owned by the government of a foreign country of concern;
- b) The government of a foreign country of concern has a controlling interest in the entity; or
- c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign county of concern does not have a controlling interest in the Supplier.

3. Premise Health will comply with this statutory requirement by completing and executing certify this understanding, obligation, through the completion and execution of the Affidavit Regarding Foreign Countries of Concern, a copy of which is attached to this Fourth Amendment as Exhibit K.

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 of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have executed this by and through their respective representatives to be effective as of the Effective Date.

ALACHUA COUNTY, FLORIDA

By: _____
_____, Chair

Board of County Commissioners

Date: _____


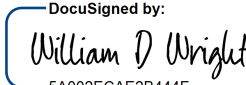
ATTEST

APPROVED AS TO FORM

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

Alachua County Attorney's Office

Premise Health Employer Solutions, LLC

Signed by:  _____
By:  _____
Print: William D Wright
Title: General Counsel, Secretary
Date: 11/21/2025

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-2
SUPPLEMENTAL STATEMENT OF WORK**

Effective January 1, 2026, this Statement of Work and the Schedules attached to this Statement of Work and incorporated and attached to, made a part of, and governed by the Master Services Agreement 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 Alachua Co Employee Health & Wellness Center at 4340 W. Newberry Rd STE 203 Gainesville, FL 34769.

Premise Health provides the products and services listed below:

Products & Services
Care Navigation Schedule 1

**ARTICLE III
STAFFING MODEL**

The Health Center is staffed with Premise Health Personnel, as described in the table below and in the budget, included as Exhibit B. Updates to the staffing table may occur from time to time and will be updated in the budget. All Premise Health Personnel are appropriately licensed or certified, as applicable, to perform the functions of the positions for which they were hired.

Position	Full Time Equivalency
Care Navigator	1.0

**ARTICLE IV
ELIGIBILITY**

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

Products & Services	Participants
Emergency response	Employees & Dependents

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

ARTICLE V
PRICING

Care Navigation Services shall be billed based on a cost plus model as outlined in the Alachua County Care Nav Budget, attached hereto as Attachment 1 to Exhibit A-2.

Schedule 1 to Exhibit A
Care Navigation

Premise Health will:

- (a) Use quality and cost data, the source of which to be mutually agreed upon between Premise Health and the County, to guide Participants to high-value providers and facilities.
- (b) Provide concierge referral coordination services for Participants during or after Health Center visits or virtual visits, including education and support, identifying, and selecting high-value providers and facilities for referrals, facilitating the transfer of medical records and lab results, scheduling specialist appointments, and facilitating follow-ups as needed.
- (c) Provide Participants with access to a cost and quality transparency tool to be mutually agreed upon between Premise Health and Client.
- (d) Prepare a yearly claims-based ROI analysis for Client that highlights cost savings achieved from Care Navigation.

ATTACHMENT 1 TO EXHIBIT A-2



Alachua County Care Nav Budget

	IMP	2026	2027	2028	2029	2030
	FTE	FTE	FTE	FTE	FTE	FTE
Care Navigator	1.0	56,547	59,374	62,343	65,460	68,733
Salaries & Wages	1.0	56,547	59,374	62,343	65,460	68,733
Benefits		18,095	19,000	19,950	20,947	21,995
Staffing		74,642	78,374	82,293	86,407	90,728
Recruiting	2,500					
Technology Services	-	5,698	5,983	6,282	6,597	6,926
Professional Development	-	788	827	868	912	957
Insurance	-	420	441	463	486	511
Supplies	2,713	-	-	-	-	-
Member Marketing	-	9,862	6,936	7,283	7,647	8,030
Population Health Insights	2,220	26,642	27,974	29,372	30,841	32,383
Management Fee	-	7,464	7,837	8,229	8,641	9,073
G&A Fee	-	16,421	17,242	18,104	19,010	19,960
Total Expenses	7,433	141,937	145,615	152,896	160,541	168,568

Key:

- Fixed based on staffing model
- Fixed per unit
- Fixed based on population
- ◆ *All other non-color coded categories are variable or passed through as incurred, except benefits - 32% salary/wage cost; Management - 10% and G&A 22% - Premise Health Personnel/Agency Salary/Wage and Benefit cost.
- ◆ This Pricing provided by Premise Health is valid for 60 days.
- ◆ Will begin billing fixed and labor costs on first month of training.
- ◆ Recruiting costs for Years 1 - 5 will be billed as incurred.
- ◆ Model assumes no circuit construction or extension of Demarc.
- ◆ Data extract and health exchange connections are not included in the pricing. If needed, it can be added at \$5,000 per standard extract or \$10,000 per custom extract.
- ◆ Eligibility file setup is \$4,000 for a standard file. An additional charge of \$4,000 will apply for all non-standard eligibility files.
- ◆ Salaries and fixed line items will increase annually 5% per year.
- ◆ Due to current competitive market conditions in the healthcare space, a sign on bonus may be necessary.
- ◆ Population Health Insights is based on an assumed population of 3,702 and will be adjusted based on actual population at time of go-live. Budget will be subject to annual adjustments based on population at time of budget renewal. If population adjusts more than 5% during fiscal year, budget is subject to change based on revised population.
- ◆ Above pricing includes: Care Navigation: concierge referral management to high-quality, cost effective specialists and facilities.
- ◆ Model assumes training will be completed remotely.

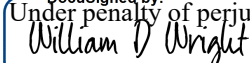
EXHIBIT J
AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES

State of Florida

County of Alachua

I, William D. Wright, as Secretary of Premise Health Employer Solutions, LLC, having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the Premise Health Employer Solutions, LLC.
3. I attest and affirm that Premise Health Employer Solutions, LLC, does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

DocuSigned by:
 Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

5A002ECAE2B444F...

Signature
William D Wright

Name Printed
General Counsel, Secretary

Title
11/25/2025

Date Signed

EXHIBIT K
AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN PURSUANT TO
287.138, Florida Statutes

State of Florida

County of Alachua

I, William D. Wright, as Secretary of Premise Health Employer Solutions, LLC, having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of Premise Health Employer Solutions, LLC.

3. I attest and affirm that the following is true and correct:

a. Premise Health Employer Solutions, LLC is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (i.e., People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in Premise Health Employer Solutions, LLC.

c. Premise Health Employer Solutions, LLC is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

DocuSigned by:
Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

William D Wright
5A002EGAE2B444F...

Signature
William D Wright

Name Printed
General Counsel, Secretary

Title
11/25/2025

Date Signed