

**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
Charles S. Chestnut, IV, Chair
Board of County Commissioners
Date: 04/28/2025

ATTEST

J.K. Irby

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


APPROVED AS TO FORM

DocuSigned by:
Robert C Swain
274E045D4F99416

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:

Products & Services
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.

Products & Services	Eligibility
Primary Care	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.

**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 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.

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

DocuSigned by:

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 Signature

William D. Wright
Name Printed

Secretary
Title

4/24/2025

 Date Signed

Signed by:


Certificate Of Completion

Envelope Id: B4AB8BA5-F58E-488A-A1EC-C12699F9D378	Status: Completed
Subject: 20250422 BoCC #25-00275 #11320 Third Amendment to CareHere Management, PLLC agreement for medical se	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 4	Initials: 0
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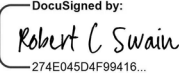
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 bswain@alachuacounty.us
 Deputy Co. Atty.
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Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	4/25/2025 9:26:31 AM
Certified Delivered	Security Checked	4/25/2025 9:56:17 AM
Signing Complete	Security Checked	4/25/2025 9:56:40 AM
Completed	Security Checked	4/25/2025 9:56:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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 Alachua County:

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: mguidry@alachuacounty.us

To advise Alachua County 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 mguidry@alachuacounty.us 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.

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To request paper copies from Alachua County

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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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..

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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.

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- Until or unless you notify Alachua County 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 Alachua County during the course of your relationship with Alachua County.









Item #7a, 25-00275, 04222025-11320

Final Audit Report

2025-04-28

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-  Signer bocchairsignature@alachuacounty.us entered name at signing as Charles S. Chestnut IV
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Signature Date: 2025-04-28 - 8:22:05 PM GMT - Time Source: server- IP address: 216.194.145.253
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