

Sponsor: Morgan

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Amendment No. 2 to the Medical Services Agreement between the City of Florence and Premise Health Employer Solutions, LLC, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor is hereby authorized to execute said Amendment No. 2 on behalf of the City of Florence.

ADOPTED this _____ day of _____, 2024.

CITY COUNCIL

APPROVED this _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2024.

CITY CLERK - TREASURER

AMENDMENT NO. 2 TO MEDICAL SERVICES AGREEMENT

This **Amendment No. 2** to Medical Services Agreement (“**Amendment No. 2**”) is effective as of June 13, 2024 (“**Amendment No. 2 Effective Date**”), and is made by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027, as successor in interest to CareHere Management, PLLC (“**Premise Health**”) and City of Florence AL, an Alabama government entity, having its principal place of business at 110 West College Street, Suite 107, Florence, Alabama 33630 (“**Client**”). Premise Health and Client are each individually a “**Party**” and are collectively the “**Parties.**” Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

RECITALS

WHEREAS, Premise Health and Client entered into that certain Medical Services Agreement, effective May 3, 2016 as amended by that certain Amendment No. 1, effective July 19, 2016 (collectively, the “**Agreement**”); and

WHEREAS, effective January 1, 2023, the Agreement was assigned by CareHere Management PLLC to Premise Health Employer Solutions, and;

WHEREAS, the Parties desire to amend the Agreement to allow uninsured employees to use the health center and add the Employer 2024 budget.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AMENDMENTS

1.1 Effective January 1, 2023, all references to “CareHere Management, PLLC” in the Agreement shall be replaced with “Premise Health Employer Solutions, LLC” and all references to “CareHere” in the Agreement shall be replaced with “Premise Health”.

1.2 The first sentence in Section 1.01 shall be amended as set forth below with new language, if any, appearing in underlining and deleted language, if any, appearing in the ~~strikethrough~~:

Premise shall arrange for a Physician(s) or Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) and/or Nurses (L.P.N. or R.N) hereafter collectively referred as “Medical Professionals”, and/or medical Assistants (Medical Assistant”) to be located at the offices of Employer to provide the Medical Services (as defined herein) to the employees and/or retirees of the Employer and/or the Dependents thereof, and to the uninsured employees of the Employer.

1.3 The second sentence in Section 2.02 shall be amended as set forth below with new language, if any, appearing in underlining and deleted language, if any, appearing in the ~~strikethrough~~:

No later than the 10th day of each calendar month immediately following the receipt of the Premise invoice, the Employer shall pay to Premise the amount of \$23.00 per employee per month, ~~and~~ \$12.00 per retiree per month, and \$23.00 per uninsured employee per month for arranging for the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month.

1.4 The 2024 City of Florence budget is attached hereto and is incorporated by reference to the Agreement as Exhibit F.

2. MISCELLANEOUS

2.1 Effect of Amendment. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between this Amendment No. 2 and the Agreement, this Amendment No. 2 shall govern and control.

2.2 Authority. The Parties hereby represent and warrant that they have all necessary and required power and authority to enter into this Amendment No. 2 and that the execution and delivery of this Amendment No. 2 by the Parties has been duly authorized by all requisite corporate action and when executed and delivered, this Amendment No. 2 shall be valid and binding upon the Parties.

2.3 Counterparts. This Amendment No. 2 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by electronic mail, cloud-based server, e-signature technology, or other similar electronic means and neither Party shall contest the validity of any properly delivered signature or mark.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 by and through their respective representatives to be effective as of the Amendment No. 2 Effective Date.

CITY OF FLORENCE AL

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____