

**SEVENTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This is the Seventh Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) between City of Clearwater (“Client”) with offices located at 100 South Myrtle Avenue, Clearwater, Florida 33756 and Evernorth Direct Health, LLC (“Evernorth”) with offices located 26500 North Norterra Drive, Phoenix, Arizona 85085 effective October 1, 2015. This Amendment is effective July 27, 2022 (“Amendment Effective Date”). Client and Evernorth are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to Section 28 of the Agreement, the Parties wish to amend the Agreement in accordance with the terms stated herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as of the Amendment Effective Date, the Agreement is hereby amended as follows:

1. For purposes of this Amendment, capitalized terms used herein shall be as defined in the Agreement, as amended, or in any of the Schedules or Appendices attached thereto, unless otherwise specified.
2. Section 3, Term, of the Agreement is hereby renewed for the Renewal Term of twelve (12) months from 10/1/2022 through 9/30/2023.
3. The **Operating Budget (Appendix 1)** attached to Schedule B – Fees of the Agreement is hereby deleted in its entirety and replaced with the **Operating Budget (Appendix 1)** attached to this Amendment for the Renewal Term of 10/1/2022 through 9/30/2023.
4. The recitals and representations are true and accurate and are incorporated herein by reference.

[THIS SECTION INTENTIONALLY LEFT BLANK]

5. Except as modified by this Amendment, all other terms and provisions of the Agreement, as amended, and all Schedules and Appendices attached thereto, shall continue in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed and signed by their respective officers duly authorized to do so. Electronic signatures are acceptable and have the same binding effects as original signatures.

EVERNORTH DIRECT HEALTH, LLC	
Signature:	<i>Jeffrey T Perry, PhD, DBA</i>
Print Name:	Jeffrey T. Perry, DBA, PhD
Title:	Chief Operating Officer, VP
Date:	July 27, 2022

Countersigned:

CITY OF CLEARWATER, FLORIDA

 Frank Hibbard
 Mayor

 Jon Jennings
 City Manager

Approved as to form:

Attest:

 Owen Kohler
 Assistant City Attorney

 Rosemarie Call
 City Clerk

Appendix 1

EVERNORTHSM

Evernorth Direct Health

Cost Projection Estimates Prepared for: City of Clearwater - Budget Renewal

Temp Labor Identified Separately

Description	10/1/22 - 9/30/23
Participants - Eligible for Access	3,140
Potential Visits	7,850
Penetration Rate	68.0%
Projected Primary Care Visits	5,339
Prevention/Health Promotion Visits	1,602
FTE's	
Physician	1.00
Nurse Practitioner	1.00
Medical Assistant	2.00
Front Office	1.00
LPN & Office Manager	1.00
Total FTE's	6.00
Salaries & Benefits	808,000
Temp Labor	57,000
Supplies	234,000
Other Direct Expenses	110,000
System Expenses	79,000
Total Operational Expense Estimate	1,288,000
Admin Fee	21,000
Management Fee	86,000
Infrastructure Costs	303,000
Total Fee Estimate	410,000
Total On Site Health Center Cost Estimate	1,698,000
CHC - Operating funding incentive	161,177
Total Cost Estimate After Cigna Contribution	1,536,823

Assumptions

- 1) The facility is staffed as indicated in the FTE section above, temporary staff is not included in FTE count.
- 2) Full-time is considered to be 40 hours per week and represented by 1.00 FTE.
- 3) Operating costs include system licensure based on the number of professional staff.
- 4) Marketing for communications to those eligible for access to the site is planned at \$5000 per year (pass thru exp. only charged if used).
- 5) Recruitment cost for staff is projected at \$10000 per year (pass thru exp. only charged if used).
- 6) Assumes 50% of eligible participants receive a flu shot in the clinic.
- 7) Visits include medical and health promotion (estimate 2.5 visits per participant per year).
- 8) Lab vendor will be paid through clinic instead of lab vendor submitting claim directly to insurance. Estimated at \$4K per mo. (pass thru exp).
- 9) Includes cost of prepackaged medicine at \$13.25 per script assuming 1.3 scripts per visit.
- 10) The projection does not include an estimate for temporary labor coverage (pass thru exp if approved and incurred).
- 11) Does not include data conversion.
- 12) High Speed Internet must be available to the building and extended to demark within vendor service distance requirements. Additional connectivity charges for Internet/DSL/Telephone svcs could apply if clinic cannot use client's existing service providers.
- 13) Radiology expenses are included and average \$3,000 per month (pass thru exp)
- 14) Other Direct Expenses includes Audiometer, Spirometer and Hearing Booth equipment purchases & shipping in Year 1 (Approx. \$8,300)
- 15) Includes cost of temporary PA.