

Cigna Benefit Solutions for: City of Clearwater

RFP# 22-23

Electronic Submission

May 2023

A Proposal for:

OnSite Medical and Prescription Drug Services

Provided by:

Listed below is the legal name of the company submitting this response to the City of Clearwater Request for Proposal. In this proposal, the name "Cigna" and other service marks, or division/trade names, may be used to refer to these companies and/or the products and services offered by them or their affiliates. All affiliated Cigna companies and operating subsidiaries are indirectly wholly owned subsidiaries of The Cigna Group, a publicly traded corporation.

Evernorth Direct Health, LLC



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The City of Clearwater

Request for Proposal – OnSite Medical and Prescription Drug Services

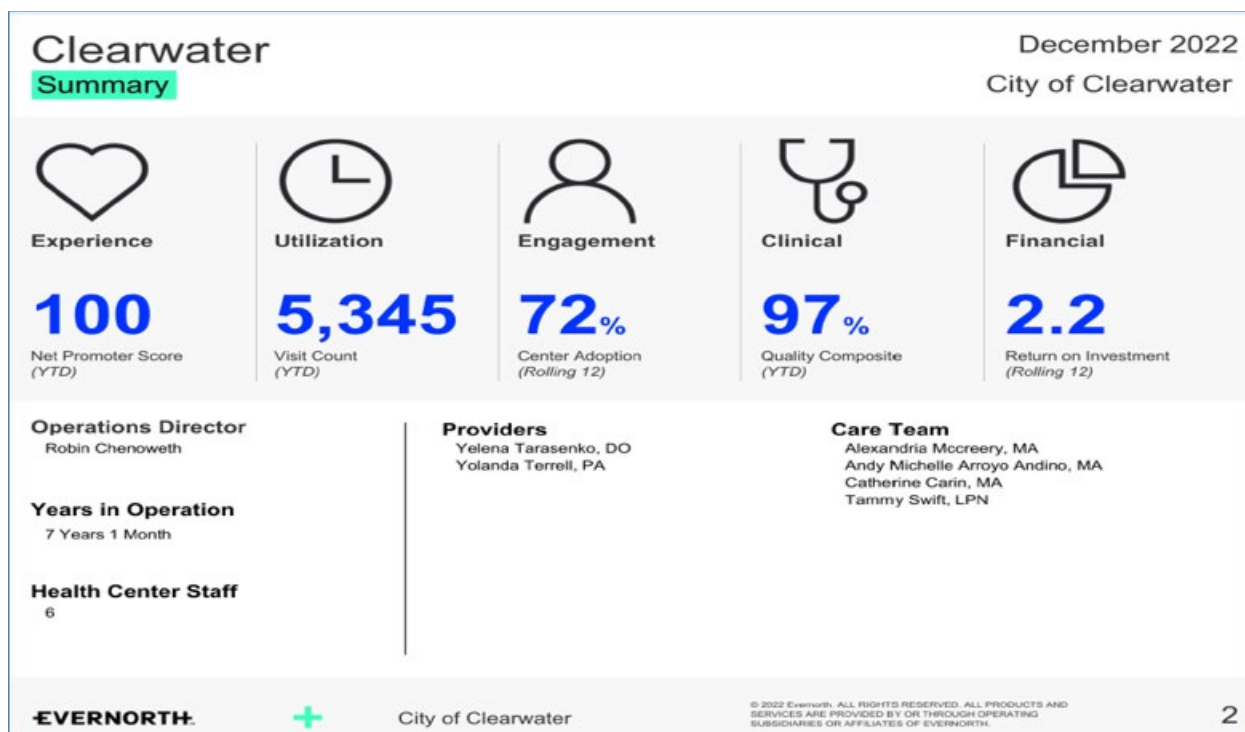
RFP# 22-23

Letter of Transmittal

Cigna Evernorth Direct Health is pleased to present our proposal for continued OnSite Medical and Prescription Drug Services for the City of Clearwater. Since 2015, it has been Cigna Evernorth Direct Health’s pleasure to provide innovative, patient-centered health and wellness services to employees, dependents, and retirees enrolled in the City of Clearwater medical insurance plan. Our long-standing partnership with the City of Clearwater uniquely positions Cigna Evernorth Direct Health to proactively leverage our understanding of the City’s population health directly at your worksite to increase engagement, improve health outcomes and reduced medical costs.

As evidenced by our 2022 year-end Key Performance Indicator (KPI) report, for the City of Clearwater, we are achieving strong results, year-over- year. Please see the attached KPI snapshot which includes highlights for our results:

- 100% patient satisfaction
- 5,345 medical visits completed for 2022
- 72% engaged population
- 97% clinical quality score
- \$2.2 dollars return-on-investment representing an annual total savings of \$2,930,044



Our goal is to meet individuals where they are and to motivate them to take action to achieve their highest possible health status.

In addition to submitting our detailed proposal response documents electronically to the City of Clearwater, we are providing this Letter of Transmittal describing Cigna Evernorth Direct Health's key differentiators which make Cigna Evernorth Direct Health an industry-leader in comprehensive, strategic, onsite health and wellness services. Most importantly, Cigna's innovative approach to total health management is provided in a customized, client-centric approach based on the specific needs of each client and their employees and families. We deliver onsite, online, telephonic, web-enabled and virtual health seamlessly integrated Cigna health solutions. Our Cigna Evernorth Direct Health Center clinicians at the City of Clearwater Employee Health Center also play a key role in referring your employees and family members to the health and wellness services available to them.

Our Cigna clinicians follow an innovative, technology-supported health protocol, focused on holistic care for the patient, including making them aware of available benefits and directly engaging them into the highest quality, most-cost optimized providers in their network.

Our other *key Cigna Evernorth Direct Health differentiators* are described on the following pages. We see tremendous opportunity to further develop Cigna's partnership with the City of Clearwater by providing continued, and ever-expanding integrated onsite medical health center services.

Key Cigna Evernorth Direct Health Differentiators:

1. Total Health Management Integrated Solutions

Cigna has become an innovative marketplace leader by understanding and meeting the ongoing demands of both clients and patients by continuing to provide dedicated employer-sponsored worksite health management services across the U.S. We deliver a wide range of solutions which includes the design, build, staffing, and management of onsite, near-site and shared-site health centers as well as new and effective coaching programs both onsite and virtually.

2. Flexible, Client-Specific Customized Engagement

Cigna provides flexible, needs-based solutions with our integrated Evernorth Direct Health programs through offerings such as face-to-face coaching and virtual capabilities. Our onsite clinicians can provide coaching programs help create higher engagement through a more personalized approach to an individual's health and wellness accountability, focusing on education, behavior modification, wellness/preventive services and lifestyle/condition management.

3. HealthEview + Electronic Health Record = Unparalleled Clinical Outcomes

With patient consent, through our "HealthEview" interface, our Evernorth Direct Health professionals have access to each patient's medical, pharmacy, health assessment, and chronic conditions, gaps in care, current wellness program participation, granting them a more complete "picture" of each patient they serve. In addition to HealthEview, our Cigna Evernorth Direct Health Centers implement and use an innovative, electronic health record, focused on

comprehensive, proactive care for the patient. We work individually and confidentially with employees to personally review their health data and develop a focused wellness plan to improve their health and well-being.

Our Cigna clinicians are able follow and implement an innovative connected care approach with supporting technology protocol, focused on holistic care for the patient, including continuous data sharing to coordinate timely communications with other providers such as PCP's and help impact the improvement of health outcomes. Our approach to connected care is designed to deliver convenient access to treat the whole person (e.g., seamless referrals to behavioral health) allowing true co-management and coordinated collaboration among different treatment modalities. In addition to providing broad, proactive health care solutions, our clinicians also play a key role in referring employees and family members to the health and wellness services available to them during patient encounters.

4. Digital Worksite Health and Wellness Innovations

To meet the demands of patient convenience and enhanced access to digital resources, Cigna offers a suite of technologies to help engage patients with a timely and direct personalized approach. Delivered through multi-modal channels, our online patient portal includes access to real-time online appointment scheduling and paperless patient in-take forms. Through our patient portal solution, patients may also access bloodwork results, exchange communications with clinicians, request medical records and help connect other providers. Real time triggered communications also support appointment reminders and other ongoing personalized messages to the patient in a private and secure online setting. Below we've listed just a few examples of other recent innovations:

- Extending Virtual Access to Health Center Services through Virtual Technology
- Sharing Health Center Services through our Near-site/ Multi-Employer Model

The bottom line: Patients are treated by well-informed clinicians, based on their actual medical and pharmacy claims, as well as information related to health risks obtained through preventive screenings and health assessments. This electronic access to actual claims data and personal health information is a key differentiator of Cigna's Evernorth Direct Health services.

Conclusion

Cigna Evernorth Direct Health firmly believes we are uniquely qualified to partner with the City of Clearwater to continue to deliver integrated, seamless medical health center services to the City's valued employees and family members. We look forward to further strategic discussions and the opportunity to continue to achieve superior increased engagement, improved health outcomes and decreased health care spend for the City of Clearwater.

Ability, Capacity and Skill of the Firm to Perform the Services Required. The following information should be included but not be limited to:

- a. **Qualifications and experience of the respondent, including type of business entity, organizational size, structure and history of the organization, experience in the provision of services, and location of the office that would contract for services to the City.**

Qualifications

Evernorth wellness centers are operated through Evernorth Direct Health, LLC.

We employ approximately 200 people who design, staff, and manage client-sponsored wellness centers with services ranging from primary care to low-acuity urgent care. Other available wellness center services may include pharmacy services, wellness seminars/services, biometric screenings, and health education/coaching. We customize services based on client requirements and subject to applicable law.

Experience

The Evernorth management team has more than 40 years of combined experience in operating multispecialty group practice health care centers, urgent care centers, convenience care health centers, pharmacies, and biometric screening events.

Robin Chenoweth has been in nursing for 38 years and in Ops Management for 14 years.

Evernorth Direct Health, LLC, was incorporated in Delaware in 2020. It was formed as part of the combination of Cigna Corporation and Express Scripts, Inc.

Headquarters

Evernorth Direct Health, LLC is located at 8888 E. Raintree Drive, Scottsdale, AZ 85260. The phone number is 602.320.4629.

- b. **Indicate if any contracts have been terminated prior to the end of a contract period? If termination has occurred, provide an explanation.**

Although terminations happen for a variety of reasons by both parties, we do not track the causes for such contract terminations. However, it is our policy to immediately address any question regarding the quality of our services and to rectify such discrepancy judiciously.

- c. **Include performance results, if available, from current clients (i.e., return on investment, patient satisfaction, average time a patient spends with the doctor per visit, savings derived from dispensing drugs on-site, etc.).**

Please see 2022 Key Performance Indicator (KPI) annual report for City of Clearwater. This KPI report demonstrates strong performance results, (return on investment, patient satisfaction, etc.) These KPI results are comparable to similar performance results of our Evernorth Direct Health clients, including Operational, Financial and Clinical results.

- d. **List the credentials of proposed key staff to include three (3) similar existing clinics.**

Robin Chenoweth, will continue to be the Operations Director for City of Clearwater, she has years of experience, not only on City of Clearwater, but also with the three references we provided. Please see the included Acct Team Org chart and Robin's bio for more information.

We have included References in Tab 4 of our proposal response.

- e. **Describe current medical malpractice coverages for the clinic and individual providers.**

Evernorth maintains, through its parent companies and at its own cost, all necessary insurance (which at a minimum includes the amounts set forth below) for damages caused or contributed to by Evernorth and insuring Evernorth against third-party claims resulting from activities or services performed by Evernorth at the Evernorth wellness center. Evernorth also maintains adequate medical professional liability insurance coverage for those wellness center clinical staff employed by or independent contractors engaged by Evernorth to provide wellness center services. Coverage minimums are as follows:

- statutory workers' compensation in accordance with applicable laws
- liability insurance in an amount of not less than \$500,000 per occurrence
- commercial general liability insurance insuring against claims for bodily injury, property damage, completed operations, and contractual liability with a limit of \$1 million per occurrence and \$2 million in annual aggregate.
- automobile liability insurance covering vehicles owned, non-owned, hired, and leased only when used in the performance of services under this

agreement with a combined single limit for bodily injury and property damage of not less than \$1 million

- managed care errors and omissions insurance in an amount of not less than \$1 million per claim
- medical professional liability insurance (except in Pennsylvania) in the amount of \$1 million per claim and \$3 million in aggregate; in Pennsylvania, medical professional liability insurance in the amount of \$500,000 per claim and \$1.5 million in aggregate

Exhibit A – Firm Questionnaire

RFP # 22-23, OnSite Medical and Prescription Drug Services

Section A: Primary Care

- 1. How are appointments scheduled? Is the appointment scheduling process available online? Describe alternate methods of scheduling appointments if the primary method is not available (i.e., if online system is not accessible).**

Patients can schedule a visit at one of our Evernorth wellness centers online, by phone or email, or on a walk-in basis, depending on the City's and its employees' preferences. The patient can schedule appointments as far in advance as required; however, we do not typically schedule appointments more than six months in advance because the health care provider's schedule may change.

Online Scheduling

Whenever possible, we use electronic solutions to improve data security and increase patient convenience. Patients can schedule an appointment online through our MyChart online scheduling application that is available 24 hours a day, 7 days a week, 365 days a year. Patients simply select an appropriate appointment type (e.g., sick visit) and choose a convenient date and time based on available appointments.

Appointment requests can also be made electronically with the wellness center's staff through secure communications via the patient portal.

Walk-Ins

In addition to phone-based and online scheduling, it is our policy to accommodate as many walk-in patients as possible. We use various notification methods—including email, pagers, and phone calls—to minimize the strain on employee productivity if a walk-in appointment is not immediately available.

- 2. Describe the types of medical issues that can be addressed on-site.**

We focus on individualized treatment and employee coaching in the workplace environment. We provide accessible, superior care and guide employees and their families to additional resources and relevant employer wellness programs at every opportunity.

Evernorth health care providers are conveniently located at or near the workplace, making them readily accessible to employees. This allows our doctors and nurse practitioners to more easily foster a trusting relationship with their patients while providing a level of care and service that differs from traditionally delivered care within the community. In addition, when patients need to see a specialist, our providers willingly refer patients to high-quality doctors and/or facilities.

Our providers and staff emphasize high-quality interactions with patients, offering preventive care services and health improvement opportunities whenever possible. Onsite services can include full Primary Care or a lower level of acute episodic treatment,

health screenings, health coaching, and preventive services. These services—combined with the clinical skills of an invested, caring staff—lead to optimal health improvement.

Below is a sample listing of our onsite health center services and the conditions we can address at the client’s worksite, subject to applicable federal and state law. Note that a full Primary Care service will include all of the below:

Acute Minor Care/Sick Visits

Acute minor care/sick visits include the following:

- injury care (minor)
- acute back pain/strain
- other acute pain/strain
- splint placement
- headache
- upper respiratory infection
- sinus infection
- ear infection
- sore throat
- conjunctivitis (pink eye)
- urinary tract infection (UTI)

Preventive Health Visits

Preventive visits include the following:

- wellness physicals
- allergy shots
- vaccinations, including flu shots, immunizations (e.g., tetanus)

Condition Management

Condition management includes the following:

- supporting specific conditions: diabetes, metabolic syndrome, hypertension, and hyperlipidemia
- managing conditions and underlying lifestyle issues through evidence-based care and personalized coaching
- closing gaps in care and obtaining appropriate labs

Support and Monitoring for Other Chronic Conditions

Support and monitoring includes the following:

- collaborating with the patient’s PCP (if not the full primary care service)
- closing gaps in care and obtaining appropriate labs
- referring to appropriate phone-based/online programs
- referring to Centers of Excellence and high-value (high quality/low cost) network specialists (when needed)

Personalized Coaching

Personalized coaching includes the following:

- diabetes education/management
- medication adherence
- weight management

- smoking cessation
- stress management

Diagnostics/Screenings

Diagnostics/screenings include the following:

- individual biometric screening/body fat analysis
- basic vision screening
- cholesterol measurement
- diabetes screening
- women's health/men's health
- physical exams and well woman exams

Laboratory Services

Testing/basic checks (Clinical Laboratory Improvement Amendment [CLIA]–waived rapid tests or specimen collection for higher-level lab tests outsourced to in-network laboratories) including the following:

- glucose (diabetes)
- total cholesterol
- rapid strep
- pregnancy test
- urine dipstick (UTIs)
- phlebotomy blood draw, as required (for services ordered by outside doctors as well as center doctors)
- Rapid Covid and flu testing

Emergency Care

Emergency care includes the following:

- emergent stabilization/first aid triage for patients presenting at the health center
- transition to appropriate level of care

Pharmacy Services

Pharmacy services include the following:

- prepackaged pharmacy services, subject to state/local regulations

Optional Physical Therapy

Optional physical therapy services include treatment for musculoskeletal injury, pre- and postoperation rehabilitation and occupational therapy as well as education and care coordination.

Optional Behavioral Therapy

Optional behavioral services include treatment for mental health issues such as depression, anxiety, work/life balance, and coping skills.

Optional Third-Party Referrals

Optional third-party referrals include the following:

- massage therapy
- fitness center management
- occupational provider

Additional Services

- **Biometric Screenings** – This highly effective health-screening package helps identify prevalent conditions, including hypertension, elevated glucose levels, and elevated cholesterol levels. Patients receive a personalized results report containing recommendations for healthy behavior change. Clients receive an aggregate report that provides direction for condition-specific health and wellness program referrals and actions based on the report findings.
- **Worksite Flu Clinics** – This seasonal immunization positively impacts the overall health and wellness of the employee population. Onsite staff administer immunizations at worksites, with or without additional support, as determined by the volume and timing of delivery.
- **Onsite Wellness Seminars** – Evernorth closely analyzes the workforce and biometric screening results to determine which of the available seminar topics are most suitable for certain populations at various locations. We leverage and apply our knowledge of a client’s population to recommend seminar topics to address risks and complement other worksite activities.
- **Health and Wellness Center Suite (Extender)** – At a client’s smaller location (spoke), we are able to place an RN health coach who will be able to receive patients and virtually connect them to care at the main wellness center location (hub). These technology-assisted visits are aided by medical equipment that allows the hub providers to see and hear what the RN health coach sees and hears. This high-resolution experience provides a cost-effective solution for remote locations with smaller populations, size constraints, or budget constraints.
- **Health and Wellness Center Suite (Stand-Alone)** – For clients without a main wellness center location, we are able to place an RN health coach who will be able to receive patients and virtually connect them to a virtual provider who will provide care. Similar to the extender model, these technology-assisted visits are aided by medical equipment that allows the hub providers to see and hear what the RN health coach sees and hears. This high-resolution experience provides a cost-effective solution for remote locations with smaller populations, size constraints, or budget constraints. The stand-alone model is especially convenient for smaller clients or for remote locations of larger clients.

The Evernorth provider can be a great asset to the entire eligible population and represents an easy-access extension of health and wellness services at the City’s workplace.

3. **Will medications be dispensed on-site? If so, please elaborate on the selection process, scope, and type to be administered, as well as the cost and/or claims filing process for dispensed medications.**

Yes. Medications will be dispensed on-site according to the pre-pack medication process that has been in place for years with the City of Clearwater. Please see the enclosed medication listing included in Tab 7 – Exhibits section of our proposal documents.

4. What is the standard procedure to be utilized when a disease process escalates?

We hope to engage employees before they are ill, whenever possible. Evernorth health care providers focus on prevention as well as treatment during patient interactions, creating a population more likely to receive preventive counseling and acute care before problems escalate.

If a member's illness or disease escalates, our providers are proactive in ensuring care is received in a timely manner and will be persistent if there is a gap in the patient's care needs. Follow-up appointments are often scheduled upon completion of the patient's current appointment. We are able to outreach our patients by phone, secure email, and communication via the patient portal. In each instance, we maintain patient privacy while still communicating the need for care.

If a disease state is persistent, Evernorth will ensure connection to escalated care from an appropriate provider such as specialist who will determine next steps, up to and including inpatient admission. We will also ensure that the patient is connected to resources on the plan side, such as case management.

5. Please provide the following information on your proposed medical staff:

a. Minimum Qualifications

Each Evernorth wellness center's functionality, services, and client preferences determine the experience and training requirements for its staff. If a client requests that the center's staff include people with experience or expertise in a specified area, our staffing team will consider this when screening candidates. The staff qualifications for the City's proposed health center are detailed below.

Doctor Qualifications

We credential and hire qualified doctors to staff our wellness centers in accordance with our standards. These doctors possess an unrestricted license to practice in the state where they provide services.

Each doctor is board-certified in a primary care specialty and has significant practice experience. Doctors must be committed to evidence-based medical care as well as health and wellness, and he or she must understand the center's goals and need for partnership with the City.

We created a high-quality, cost-effective wellness center model using nurse practitioners and physician assistants to provide health care in the majority of situations. Evernorth's scope of practice for nurse practitioners and physician assistants allows for hiring onsite doctors in the following circumstances:

- clients require or prefer the doctor model
- requested services require a doctor
- state law requires doctors onsite

Nurse Practitioner and Physician Assistant Qualifications

We hire qualified nurse practitioners and physician assistants to staff our wellness centers in accordance with our standards. These individuals possess an unrestricted license to practice in the state where they provide services. Every clinician has family practice and/or adult medicine training. Clinicians retained for the wellness center must possess exceptional customer service skills and exhibit a genuine understanding of health improvement and prevention.

Support Staff Qualifications

We hire qualified medical assistants to staff our wellness centers in accordance with our standards.

With the exception of the credentialing and licensing requirements relative to the position, the screening and interviewing process is consistent with clinical processes when clients wish to hire additional support staff.

Collaborating Doctor Qualifications

Collaborating doctors must be high-quality practitioners who understand the center's goals and ultimate care functions.

Client-Specific Training

The clinical staff receives training on available member programs, stored within the electronic medical record (EMR). We train the staff on each client's corporate culture, job roles, working conditions, and objectives. This insight allows the wellness center staff to treat and coach their patients more effectively.

b. Job Duties for each individual

Doctor Job Duties

We employ doctors in our wellness centers to provide patient care.

Nurse Practitioner and Physician Assistant Job Duties

We employ nurse practitioners and physician assistants in our wellness centers to provide patient care. State regulations vary about the scope of practice and prescriptive powers of these health care providers, and we determine, state by state, which category of clinician fits the needs of the planned wellness center.

Nurse practitioners and physician assistants employed within our wellness centers possess a combination of clinical, educational, and motivational skills, allowing these individuals to impart valuable lifestyle and health prevention information to each patient they encounter. These clinicians demonstrate a personal commitment to health and wellness, extensive clinical knowledge, and engaging personalities. When our staff appropriately educates and counsels patients, they can positively impact a population's health by preventing future chronic illnesses.

Support Staff Job Duties

Medical assistants provide many of the administrative functions within the wellness center, saving clients the expense of hiring another staff member to handle these functions.

Collaborating Doctor Job Duties

These doctors must be willing to see patients on a referral basis when health center clinicians require assistance. They must also agree to accept patient referrals from Evernorth wellness center staff. Onsite clinicians encourage wellness center patients without PCPs to consider using the center's collaborating doctor as their PCP when applicable and when in the patient's best interest. When this occurs and doctors schedule office visits with wellness center patients, doctors bill these visits through the patient's insurance or back to the patient.

c. Estimated Hourly Pay Rate(s)

Salary information is proprietary.

6. Describe the primary care case management process.

Evernorth seamlessly integrates our clinical, navigation and care coordination, and health and wellness services with the extensive case management offering within Cigna.

Together, we are able to enhance the provider's ability to diagnose and treat patients in a holistic and personalized manner based not only on the individual's health history, but also in connection with any clinical gaps in care or social determinants of health needs.

We provide wellness center patients with a fully integrated health care solution by connecting clinical staff with the available programs offered to employees by the City. Our primary care case managers provide several functions, including but not limited to:

- patient education on chronic conditions and medications, health plan benefits, web resources through Cigna, the employer, and the health center
- patient assistance with health system navigation and informed decision making
- encouragement on goal setting and patient self-advocacy
- care team participation to further coordinate services and meet clinical objectives
- acting as a resource for the clinical team in patient scheduling, removing barriers to care, providing updates on patient progress throughout their healthcare journey, and facilitating communications between all parties
- obtaining pertinent external documents on patient care, providing outreach to at-risk and high-risk individuals, and insuring proper steerage into appropriate in-network services
- providing referral assistance to both clinical care as well as EAP services, short and long-term disability, the health information line, and employer-specific benefits
- In addition, our primary case managers can monitor inpatient admissions and emergency department encounters and coordinate the necessary follow up. Our integrated management system allows wellness centers to access the following:

- **Medical Case Information** – provides the current primary diagnosis and allows staff to spend more time engaged with patients and less time requesting and documenting information; accessing current and historical data allows wellness center staff to better understand the patient’s health history
- **Medical Claims** – provides dates, diagnoses, and service locations of recent medical events; system retains related claims data that may show possible comorbidities (e.g., behavioral claims data)
- **Predictive Models** – provides outputs of the various predictive models that we run to alert health care providers of potential future health issues that the patient might face
- **Gaps in Care** – provides access to the hundreds of algorithms that we run to determine any current opportunities patients might have to improve their health
- **Pharmacy Information** – displays current and previous prescription medications and automatically calculates applicable medication possession ratios, which aids in the identification and resolution of possible gaps in care; available from internal and external pharmacy programs
- **Health and Wellness Programs** – includes programs and services such as disease management programs and health assessments

Our primary case managers are an integral part of our care team. They integrate seamlessly with Cigna case management through proprietary systems and shared data management. Together, we are able to outreach those who may need additional help, coordinate services within the care ecosystem, and monitor individual patients throughout their entire care journey.

7. Describe the disease management process.

Evernorth health care providers address diseases typically handled by the majority of PCPs and disease management programs.

Wellness center patients are encouraged to use their wellness centers to monitor chronic conditions, and staff members work to coordinate with PCPs in cases where a patient is currently receiving care for conditions from a local provider. Through these collaborative relationships, the wellness center becomes a valuable resource for the community doctor, whose patients may require regular blood pressure checks, weight checks, or diabetic screenings, and for education programs and/or other measures that contribute to the monitoring and care of his or her patients. This coordination increases the efficiency and timeliness of necessary care treatment adjustments.

Additionally, our centers offer a personalized condition management program that consists of coaching sessions, combined with supplemental educational materials, to help patients eliminate harmful habits and adopt healthier lifestyles. Our condition management program focuses on four conditions that require maintenance:

- diabetes
- weight management
- hypertension
- hyperlipidemia

If the patient does not have a PCP in the community, the wellness center staff will work to manage the patient's condition as well as assist him or her in establishing necessary relationships within the community to support the control and management of the chronic condition.

Wellness center staff receives education on every disease management program available to employees, and this data is noted in patient electronic medical records (EMRs). The integration of this information allows wellness center staff to more effectively coach, educate, and refer the patients they serve.

8. Do you have technology to identify patients with chronic diseases and track their risks for developing more severe conditions?

Yes. We identify at-risk or high-risk patients in a number of ways. Possible forms of identification include office visits, electronic medical record (EMR) trend analysis, and/or health assessment results analysis as well as outputs from other predictive models provided by health plan data.

Risks Revealed during Office Visits

Evernorth health care providers identify high-risk patients during visits. Patient–health care provider discussions, health assessment analysis, or a biometric/blood screening results review may reveal the risk(s). Upon identifying risk(s), the wellness center staff counsels patients on how to make meaningful behavior changes to attain measurable results, when appropriate. The provider and patient may then discuss identified health risks and develop a customized health and wellness plan.

EMR Identification

Through our EMR, Evernorth wellness center providers systemically track a multitude of medical conditions present in the health center's patient population. The EMR allows providers to document care episodes, tracks disease management and/or health advocacy program involvement, and triggers clinical follow-up care automatically. It also records biometric screening and health assessment results, helping providers refer patients to client-provided programs as appropriate.

Health Assessment Data

The University of Michigan Health Management Research Center's (UM-HMRC) Trend Management System (TMS), integrated with our health assessment, is the product of a large number of multiple regression models that examines the relationship between specific risk factors and their direct and indirect impacts on health care, disability, and lost productivity costs.

Triggers exist for direct referral into our various health advocacy, disease management, and lifestyle management programs. These include referrals to EAP to address drug use, alcohol use, life satisfaction, job satisfaction, and absenteeism. Those patients identified

as high risk through our health assessment are engaged during patient visits and encouraged to enroll in the applicable client-provided programs and services.

Predictive Modeling

In addition to health assessment modeling, we have numerous predictive models that the wellness center provider can access through HealthView. The following predictive models analyze health plan member data regularly to identify possible gaps in care and members at risk of accruing high claims:

- **Hospital Readmission Predictive Model** – captures real-time clinical information related to hospitalized members to identify high risk of readmission before claims data is received
- **Claims-Based Predictive Model** – reviews data and produces a monthly score for people enrolled in a Cigna health plan that predicts the likelihood of incurring high-dollar claims during the next 12 months
- **Gaps in Care** – identifies potential evidence-based gaps, omissions, and errors in care in five main gaps categories monthly, inclusive of a predictive component about the likelihood of future related health care utilization and associated claims
- **Preference-Sensitive Care Predictive Modeling** – identifies potential candidates for preference-sensitive care coaching
- **Prediction of STD Claims** – uses medical, pharmacy, and disability claims and demographic and census information to measure the probability of a STD claim in the future
- **Prediction of High-Risk Chronic Condition Members** – identifies members with chronic conditions who are at high risk for future near-term ER use and/or hospitalizations and those who are likely to become noncompliant with their drug regimens
- **Chronic Kidney Disease (CKD)** – identifies members with late-stage CKD who are likely to progress to end-stage renal disease (ESRD)

9. **What is the standard procedure if the medical team is not available on the day the care is needed?**

Wellness center staff members educate patients about where to receive care (e.g., PCP, community urgent care, ER) at times when the office is closed or the clinician is unavailable. Patients can also leave voice mails for clinical staff members. These voice mails will be answered as soon as possible, and within the next business day if over the weekend. We have MD Live available to all employees for free during or after hours if an appointment time is unavailable.

10. **What is the standard procedure if a problem occurs after hours?**

We will coordinate with each client's insurance carrier(s) to determine nurse line capabilities and potential integration capabilities and will distribute after-hours care

information (as appropriate). We typically recommend the MDLIVE service for after-hours care and willingly communicate their contact information.

In addition, wellness center patients have the ability to leave messages for health care providers after business hours. Staff members check voice mail messages each business day and promptly return calls.

11. Confirm that charges will not be billed to the medical plan. Identify any deviations.

Confirmed. Clearwater does not have a HSA plan.

12. Are medical staff rates guaranteed for the length of the contract? If not, please provide details on increases during the contract term.

We will adjust wellness center hours or staffing levels when appropriate. To minimize the cost impact of adding or reducing future hours, we will develop site-specific staffing models to cover the requested hours with minimal, if any, impact on labor cost to the City.

Reasons for adjusting staffing levels include the following:

- The wellness center is not yielding the desired utilization rate.
- There is a change in workplace hours or staffing levels.
- The wellness center staff is unable to manage a high volume of patients.

13. How will the clinic handle medical staff vacations, illness or disability, etc.? Will you provide alternate staffing as the administrator? What additional cost does the City bear while a provider is unavailable.

We consult with the client to determine the need to fill a staff vacation, illness, or disability. If needed, we will use a temporary resource and that cost is billed to the client.

Section B: Wellness & Intervention

1. Understanding that there are a variety of methodologies for implementing an HRA/targeted intervention process, please explain in detail the HRA/targeted intervention model that your organization would recommend be implemented. Explain the rationale behind your recommendation. Please keep in mind that this needs to be a confidential process following all HIPAA guidelines.

Our digital engagement tools, which include our Health Matters health assessment, are a significant advancement in using technology to help members improve their health. Our proprietary Health Matters health assessment offers a simple way to start a personal health journey. Available in English and Spanish, this health assessment makes it easier for members to identify health improvement opportunities and take next steps towards their personal health goals.

For clients who purchase a Cigna health coaching program, responses to the health

assessment feed into Health Matters Score, our single, proprietary analytic tool that integrates the relevant information we know about a member. This allows us to optimize their interactions with both Cigna health coaches and digital tools, helping us recommend the available programs and resources that align with the member's preferences and health improvement priorities. We also integrate the results of our Health Matters health assessment with our incentive program, MotivateMe, to get members fired up about improving and maintaining their health, helping clients realize the highest possible health plan savings.

Members have the convenience of taking the health assessment via a mobile device and may complete the health assessment as often as they like.

2. How would your company identify high-risk members or conditions based on aggregate data (i.e., health risk assessment, member services calls, medical claims data, pharmacy claims data, etc.)?

A component of our Health Matters suite of predictive models, Health Matters Score is a proprietary analytic model designed to provide enhanced member stratification and insights with the goal of producing more effective cost-savings measures and member-centric experiences. Using cutting edge machine learning and statistical tools, it continually mines current and past member data, allowing Health Matters Score to predict a likely future health event.

The tool integrates the relevant information we have about a member and determines the appropriate path to optimize their interactions with Cigna. A member's prediction is a composite measure of risk, cost, opportunity, avoidance, behavior change, and engagement. The model brings together multiple clinical targeting algorithms and their historical impact on a member's health.

Our predictive tools mine the wealth of information available through our integrated plan coverage and systems:

- medical claims
- pharmacy claims
- behavioral claims
- demographic data (e.g., age, gender, race/ethnicity, geography, employer industry code)
- lab results
- gaps in care
- biometrics
- health risk assessments
- precertifications
- disease categorizations (e.g., clinical classifications, ETGs, Episode Risk Groups [ERGs])
- digital and call interactions (e.g., myCigna, service operations inbound calls)
- social determinants of health data (from our Social Determinants Index and Acxiom-sourced data)

The Health Matters suite helps us prioritize outreach and better target members for the right clinical programs, such as medical case management, behavioral case management, specialty case management (oncology, transplant, high-risk maternity, or chronic kidney disease [CKD]), and pharmacy programs. This helps drive better health outcomes, higher productivity, and controlled medical costs.

3. Please describe your methodology for tracking and intervening with high-risk members on an on-going basis.

We identify at-risk or high-risk patients in a number of ways. Possible forms of identification include office visits, electronic medical record (EMR) trend analysis, and/or health assessment results analysis as well as outputs from other predictive models provided by health plan data.

Risks Revealed during Office Visits

Evernorth health care providers identify high-risk patients during visits. Patient–health care provider discussions, health assessment analysis, or a biometric/blood screening results review may reveal the risk(s). Upon identifying risk(s), the wellness center staff counsels patients on how to make meaningful behavior changes to attain measurable results, when appropriate. The provider and patient may then discuss identified health risks and develop a customized health and wellness plan.

EMR Identification

Through our EMR, Evernorth wellness center providers systemically track a multitude of medical conditions present in the health center’s patient population. The EMR allows providers to document care episodes, tracks disease management and/or health advocacy program involvement, and triggers clinical follow-up care automatically. It also records biometric screening and health assessment results, helping providers refer patients to client-provided programs as appropriate.

Health Assessment Data

The University of Michigan Health Management Research Center’s (UM-HMRC) Trend Management System (TMS), integrated with our health assessment, is the product of a large number of multiple regression models that examines the relationship between specific risk factors and their direct and indirect impacts on health care, disability, and lost productivity costs.

Triggers exist for direct referral into our various health advocacy, disease management, and lifestyle management programs. These include referrals to EAP to address drug use, alcohol use, life satisfaction, job satisfaction, and absenteeism. Those patients identified as high risk through our health assessment are engaged during patient visits and encouraged to enroll in the applicable client-provided programs and services.

Predictive Modeling

In addition to health assessment modeling, we have numerous predictive models that

the wellness center provider can access through HealthEview. The following predictive models analyze health plan member data regularly to identify possible gaps in care and members at risk of accruing high claims:

- **Hospital Readmission Predictive Model** - captures real-time clinical information related to hospitalized members to identify high risk of readmission before claims data is received
- **Claims-Based Predictive Model** - reviews data and produces a monthly score for people enrolled in a Cigna health plan that predicts the likelihood of incurring high-dollar claims during the next 12 months
- **Gaps in Care** - identifies potential evidence-based gaps, omissions, and errors in care in five main gaps categories monthly, inclusive of a predictive component about the likelihood of future related health care utilization and associated claims
- **Preference-Sensitive Care Predictive Modeling** - identifies potential candidates for preference-sensitive care coaching
- **Prediction of STD Claims** - uses medical, pharmacy, and disability claims and demographic and census information to measure the probability of a STD claim in the future
- **Prediction of High-Risk Chronic Condition Members** - identifies members with chronic conditions who are at high risk for future near-term ER use and/or hospitalizations and those who are likely to become noncompliant with their drug regimens
- **Chronic Kidney Disease (CKD)** - identifies members with late-stage CKD who are likely to progress to end-stage renal disease (ESRD)

4. Do you stratify members by severity of risk for complication? Please elaborate.

Evernorth wellness centers do not target specific diseases within the centers but rather address any conditions/diseases that patients present during encounters. We have found that privacy and confidentiality is of utmost importance to our clients and their employees; therefore, we do not proactively outreach from the wellness center unless there is an existing patient–health care provider relationship. The wellness center staff will tailor their scope of services to the City’s population and health trends. Our condition management program is a personalized, clinician-led coaching service for patients with hypertension, hyperlipidemia, obesity, and diabetes. As patients present with these conditions, our providers will offer to continue coaching the patients on managing these potentially high-cost conditions even if there is no acute episodic need. We implement a value-based reimbursement within the condition management program.

Personalized reminders and coaching discussions explain why careful monitoring of specific values can be vital to the management of some conditions. Through verbal, electronic, and print reminders, the wellness center is touted as a time-saving, cost-efficient place where patients can receive regular blood pressure checks, weight checks, diabetic screenings, and education related to the monitoring of existing chronic conditions.

5. What Health Risk Assessment (HRA) do you use and how long have you used it? List all risk factors you identify in your profile. Please provide a sample HRA in your response.

Our proprietary Health Matters health assessment offers a simple way to start a personal health journey. The health assessment is available at no cost to our members and is available in English and Spanish. It provides a visually appealing experience that makes it easier and more inviting for members to participate in identifying and sharing insights into their health that illuminate opportunities for health and well-being improvement and maintenance. We began offering our Health Matters health assessment to clients in 2015.

Health Assessment Risk Profile Report

The health assessment risk profile report identifies health risks and estimates health care costs associated with levels and types of risks within a population. This report gives clients the information necessary to support effective decisions about specific worksite health and wellness programs needed to reduce health risks and improve the health of their employees. This permits a comparison as well as a trend and cost analysis for the population.

Standard levels of annual risk profile reporting are at both the client and benefit option levels. For reporting below the standard levels or more frequent reports, optional services fees may apply.

A minimum of 50 health assessment completions and 50 members are required to produce a risk profile report. Both paper and electronic health assessments will be included. The health assessment risk profile report includes the following:

- three quality risk factors
- risk factor, status, and cluster distribution
- self-reported health problems
- completion statistics, including age and gender distribution
- percentage of members with planned changes in next six months
- percentage of members with a preventive exam within the last two years
- percentage by intervention level (high, medium, low)
- percentage of high intervention by risk cluster
- expected average annual costs/savings opportunities using comparative norms/book-of-business experience based on health assessment results or client experience
- productivity influences (hours worked versus expected, self-rating versus peers, presenteeism, and absenteeism [costs, quality conditions, risk level])
- sixteen additional graphs summarizing selected responses
- explanations of methodology of each exhibit with FAQs

- client-specific claims experience

The risk profile report provides benchmarking based on nationally accepted standards for the various health touchpoints on the assessment, including productivity, absenteeism, and quality-of-life information. Reporting of cost metrics related to the risk profile depends on availability and quality of historical claims data with a 90-day lag and a minimum of six months incurred claims or nine months paid claims.

Risk profile reports are available 45–60 days after the close of the reporting period. The account management team can consultatively deliver the report, produced through Consultative Analytics, or the City of Clearwater can access the report online through our client website. Year-over-year results are available.

Sample HRA

We are unable to share a sample member report because results are delivered through myCigna and are connected to individual member responses; however, we are able to provide an interactive demonstration of the health assessment during the finalist stage.

Our Health Matters health assessment includes measures of demographics, health behaviors, psychological perception, physiological risk, medical and behavioral health status, change status, learning styles, biometric data, and other variables. The major risk factors include health risks, medical conditions, stages of readiness, and health status/quality of life.

Health Risks

Health risks include the following:

- alcohol
- blood pressure
- body weight
- cholesterol
- existing medical problems
- HDL cholesterol
- illness days
- life satisfaction
- job satisfaction
- perception of health
- physical activity
- safety belt use
- tobacco use
- stress
- health age index
- drug use (for relaxation)
- nutrition

Medical Conditions

Medical conditions include the following:

- allergies
- arthritis

- asthma
- back pain
- cancer
- chronic bronchitis/emphysema
- chronic pain
- depression
- diabetes
- heart problems
- heartburn or acid reflux
- high blood pressure
- high cholesterol
- migraine headaches
- osteoporosis
- sleep disorder
- stroke
- thyroid disease

Stages of Readiness

Stages of readiness include the following:

- preventive services/health screenings
- gender-specific background/preventive measures
- plans to make changes to stay healthy or improve health
- willingness to participate in program(s) to enhance health

Health Status/Quality of Life

Health status and quality of life include the following:

- life satisfaction (personal and professional)
- job satisfaction
- social support network (family, friends)
- personal health perception

6. How often do you recommend distributing the HRA? Is your health risk assessment available both on-line and off-line?

Members have the convenience of taking the health assessment via a mobile device and may complete the health assessment as often as they like. We recommend that members complete the Cigna Health Matters® health assessment online. The online health assessment is an efficient, cost-effective method that provides members with immediate feedback and access to other resources (e.g., online health coaching programs). It is available in English and Spanish.

For an additional cost, the health assessment is available in a paper version through traditional mail distribution. The paper version is also available in English and Spanish.

While we do not administer phone-based health assessments, our customer service advocates (CSAs) are available to assist with registration.

7. Please describe turnaround time for each of the following areas:

a. Providing the HRA results to individuals.

When members complete the online Health Matters health assessment, they immediately receive a summary of the top health improvement areas on which to focus as well as recognition of areas in which they are doing well. Members can see their wellness report and wellness score as well as how their scores align with an average score from their peer group (similar age, same gender) and can compare year-over-year results.

b. Contacting individuals for possible interventions.

Members who take the health assessment receive feedback via the member summary report, which provides a score as well as information about both areas of health improvement and areas where they are doing well. If the responses show that the member can benefit from a health coaching program (e.g., disease management, lifestyle management), the member is referred for the appropriate outreach within a week of completing the health assessment.

Members may receive invitations to participate in Cigna programs via a phone call, mail, email, or text or online. From there, members can choose a path that is right for them.

c. Providing each entity with a summary report of the initial HRA results.

Health assessment completion reports list members who completed the assessment. Some clients use this information to administer incentive programs. Standard health assessment completion reports are available weekly.

8. Please describe how your organization would provide a system to assist HRA participants in completion of their questionnaires and in the interpretation of their personal profile.

Onsite staff members help patients complete the health assessment. We also help them to log into their My Cigna account and help them with password resets. They complete the HRA and then generally schedule their Biometric/Physical to get their necessary points for the Motivate me platform.

In addition to supporting participants in health assessment completion, staff can also provide results coaching/consultations after completion. Our clinic staff is trained in providing personal health assessment interpretation and action planning.

9. Describe how your organization will set and reach participation goals.

The level of employee participation in completing the health assessment depends on client promotion. We will work with the City of Clearwater to create an effective communications program around the health assessment and other decision-support tools offered through myCigna.

In our experience, clients that have the highest percentage of health assessment completions are those that offer incentives such as cash or a reduction of the member's share of health care costs.

Our book-of-business participation rate is approximately 10–16%; however, this rate varies by client and can be much higher on a case-by-case basis.

10. Please describe your plan to involve new employees in the HRA process.

As described above, the level of employee participation in completing the health assessment depends on client promotion. We will work with the City of Clearwater to create an effective communications program around the health assessment and other decision-support tools offered through myCigna.

In our experience, clients that have the highest percentage of health assessment completions are those that offer incentives such as cash or a reduction of the member's share of health care costs.

11. How does your HRA monitor and report individual change from year to year?

To illustrate aggregate year-over-year progress, we provide the Members with Two Distinct Completions Health Assessment report as part of our standard health assessment client reporting. Health assessment reporting is produced through the Consultative Analytics tool. The account management team presents this report annually and consultatively. This report contains the following key metrics for the periods used in the analysis:

- **Respondents with Two Completions** - This metric shows the percentage of population within each risk level. Risk levels are a count of the number of Trend Management System (TMS) risks for which a member triggers. For example, a medium-risk member can have four risks such as weight, stress, safety belt use, and cigarette smoking.
- **Percentage of Respondents by Number of Risks** - This metric illustrates the percentage of total members completing two health assessments by number of risks.
- **Ranked Health Risks (Percentage of Respondents)** - This metric illustrates the percentage of total members for each risk type.

Section C: Occupational Health / Workers' Compensation

1. Describe the types of job-related injury issues that can be addressed on-site.

Work injuries that can be treated and resolved within 2 to 3 visits can be managed onsite. Examples of job-related injuries we can address include simple contusions, abrasions, or lacerations.

Musculoskeletal complaints, whether from a fall or overuse, should be evaluated, treated onsite, and followed closely.

Escalation occurs when there is no response to conservative measures or the treatment will extend beyond a few visits. An external referral be required.

2. What is the standard procedure if a medical / injury condition escalates?

Every injury has a First Report of Injury completed. The injured worker is referred to the Workers' Compensation provider agreed upon by the client and their TPA. The clinic would follow the client processes set-up for communication to the employee's supervisor, the TPA, and the client's Safety team. Optimally, the clinic provider and the external attending physician establish a communication plan that is followed for every injury in order to coordinate care, refer to case management when appropriate, and maximize return to work options.

3. Describe the role of the clinic physician in conjunction with the City's job injury case management services.

The clinic physician can review progress notes from the treating physician and work with onsite case management and/or Risk Management to determine appropriate return to work options based on return to work criteria. For example, if there are restrictions, the clinic physician can work with case management on job placement. Once the employee returns to work, the clinic can check on the employee and communicate with their external providers about progress and provide information about the actual work being performed.

4. What is the standard procedure if the medical team is not available on the day an accident happens?

After hours and on the weekend Workers' Compensation related accidents are currently funneled through the City's Risk Management. The City has 24/7 MDLIVE coverage for their employees, which is covered by the City. There is no charge to the employees to utilize.

Additionally, we will work with the client to determine alternate sources of care when the clinic is closed. Depending on the nature of the injury, one scenario may be that the injury is triaged by telephone. Another scenario is that the injury will be assessed by one of Evernorth's virtual physicians and they will determine whether immediate referral is needed or if they can begin initial injury management with follow-up as soon as the clinic is open.

5. How is case management triggered?

The City's Risk Management department will have established guidelines for when case management should become involved and we will follow those. The majority of injury cases resolve with little intervention. From a clinical perspective, when a provider begins to see a growing use of lost time, frequent visits beyond the recommended cadence to the health care provider, failure of treatment, or multiple treatments being employed, these are all signs that the case needs to be referred to case management. The earlier in a complex claim process this can occur the better, so that a positive relationship between the case

manager and injured employee can be developed, thus meeting the employee's need more effectively.

6. Describe the process for fitness for duty?

During the hiring process, the clinic does a complete post-offer physical that may include audiometric testing, physical agility testing, drug screening, and a full physical exam. Job classifications/descriptions are reviewed for which testing is applicable for the specific job. Based on the results, the employee is cleared to work. When an employee has been out due to an injury and is returning to work, the job classification is pulled and the physician verifies that the employee can meet the criteria of the job. If there are items that the employee cannot do, for example, they cannot lift greater than 25 lbs., the clinic would consult with the City's Risk Management team to determine if there is an alternative position to which the employee can return.

7. How will medical treatment be delivered and managed for personnel (i.e., Police) who are covered under Florida's Heart and Lung Bill?

This begins with the post-offer exam. The notation of, or absence of, hypertension, heart disease, or tuberculosis would be noted at this time. In addition, risks such as smoking, obesity, and family history can be identified at this early exam. With the assets of the Cigna health plan, referral to lifestyle coaching or chronic disease programs, and then following through to ensure the connection is made would be an expectation of the clinic provider and clinical support staff. If the condition ultimately results in restrictions that make it impossible for the employee to do their job, the presumption of occupational cause can be invoked. Having the condition itself does not qualify one for disability. Our goal is for a healthy employee, regardless of their job position. We will use all of the tools at our disposal to help the employee stay well and healthy. Encouraging the employee to use the clinic as their primary care provider helps us to help the employee achieve optimal health. With an onsite presence, we can meet with the employee more often and monitor their health journey with them.

8. Are there any additional charges (administrative or otherwise) for including Workers Compensation and pre-hire/Fit for Duty Physicals for employees who participate in the medical plan? Additional charges for employees who do not participate in the medical plan?

External charges that are part of the pre-hire exam include drug screening and the MRO charges for the drug screen review. Care provided is covered in the current client charges, based on the contract.

9. Does your medical record system allow you to track and report on Workers Compensation claims separately from the medical claims and report to the City?

- a. With what frequency can you provide these reports (Monthly, Quarterly, Annual, and On Request)?**

Monthly reporting is standard. On request can also be accommodated for standard reports.

b. What are the available formats for this report?

All reports out of the occupational health electronic medical system can be generated in the following formats:

- Excel
- PDF
- CSV

10. Can you provide on-going managed care until the employee is released at maximum medical improvement?

An employee who is out on lost time is most likely going to a specialist. The clinic physician would work with the specialist for return to work. Currently the clinic serves as the primary care provider for many employees. Having the primary care provider also serve as the Workers' Compensation provider creates an inherent conflict of interest. That being said, it does not preclude the onsite provider from working with the specialist or the primary Workers' Compensation provider in the employee's rehabilitation and plan of care for return to work.

11. Describe your ability to administer pre-hire and random drug testing. Does the proposer recommend including drug testing in the facility?

The clinic has the ability to provide both pre-hire and random drug testing and is currently providing pre-hire drug screening. Drug screening is currently done within the clinic. We do not recommend that drug screening be done within the worksite area.

12. Confirm that the results of occupational health exams can be provided within the following time periods and standards:

a. Routine and post hire physicals: 3 days

Confirmed.

b. Complex periodic and post offer physicals: 5 days

Confirmed.

13. Do you have a Medical Review Officer? Is so, please identify the individual and where they are located.

Yes, our Medical Review Officer (MRO) for City of Clearwater Clinics is Dr. Neil J Nash from Massapequa NY.

Section D: Communication Plan and Member Services

Please provide a proposed communication plan for introducing changes to the on-site clinic and wellness program and reference the ongoing communication process. Outline your company's responsibilities in these processes. Please include copies of your educational materials and timelines for distribution.

1. How can employees communicate with the medical team?

Patients can communicate with the Evernorth wellness center through a variety of modalities to accommodate their needs and personal preferences. MyChart allows patients to communicate directly with the wellness center health care provider via digital messaging within the app. In addition, patients can connect with the center provider in-person, as well as by phone and email.

2. How many hours are you recommending for the proposed onsite medical program?

The current proposed hours for the onsite medical program continue to be the following (as requested by City of Clearwater):

- 1 Full-Time (FT) Physician
- 1 FT Physician Assistant
- 1 per diem Nurse Practitioner
- 3 Medical Assistant staff
- 1 Licensed Practical Nurse Manager

The clinical provider staff work four – ten hour shifts and their Medical Assistants follow their schedule.

The other staff work five – eight hour shifts. We are open from 7am -5pm Monday – Friday.

If changes are requested by the City, we will adjust the wellness center's hours of operation to accommodate employee work hours and other considerations important to the City and its workforce. Evernorth's director of operations will periodically analyze wellness center performance and present the results to clients quarterly.

We will adjust wellness center hours or staffing levels when appropriate. To minimize the cost impact of adding or reducing future hours, we will develop site-specific staffing models to cover the requested hours with minimal, if any, impact on labor cost to the City.

Reasons for adjusting hours or staffing levels include the following:

- The wellness center is not yielding the desired utilization rate.
- There is a change in workplace hours or staffing levels.
- The wellness center staff is unable to manage a high volume of patients.

3. Describe your ability to communicate with an employee and retiree population that is geographically dispersed. Provide examples if appropriate.

In collaboration with the City, we can implement a variety of marketing strategies to engage a geographically dispersed employee population. Fundamental messaging tactics strive to create awareness and, consequently, increase wellness center utilization and

ongoing education/reinforcement. Messaging is appropriate for prelaunch, launch, and postlaunch distribution.

The wellness center communication plan is tailored to each client and the employee audience. Depending on the City's goals and resources, communication methods may include flyer and/or brochure distribution, poster placements, employee email blasts, postings on electronic communication boards, meet-and-greet sessions with the wellness center staff, lunch-and-learn events, and/or health fair participation.

Once an employee is registered into Epic's MyChart, we can market the wellness center as well as provide important reminders and updates directly to the employee through the MyChart portal.

In addition, to service the City's geographically dispersed population, we have developed a virtual health strategy that makes it easier for clients to provide access to treatment for their employees. As part of this strategy, eligible participants can call into the center to perform telephonic or video call visits through the MyChart portal, which allows patient to connect with a provider from their home or another location convenient for them. Additionally, if the participant has access to specific medical equipment, their visit is enabled by a high-resolution video connection that allows our clinicians to "see" the patient while collecting data and insights from specialized attachments, such as an otoscope, thermometer, and stethoscope.

4. Describe your company's ability to communicate with a bilingual population (Spanish).

Cigna will work continue to work with the City of Clearwater to create an effective communication program in any language. Many standard collateral materials are available in Spanish at no additional cost. Client-specific or customized materials created in Spanish or in other languages are subject to additional fees.

As of July 2019, www.cigna.com is available in Spanish. In addition, myCigna incorporates core capabilities in Spanish. For example, registration, with the ability to toggle between English and Spanish, is available. A centralized Spanish landing page includes the following:

- the health care provider directory
- the WebMD personal health record (PHR)
- the health assessment
- audio library and podcasts
- forms

In addition, bilingual customer service advocates (CSA)s service Spanish language calls. Members reach Spanish-speaking CSAs via a Spanish prompt selection on the toll-free customer service number.

If a bilingual representative is not available or a member needs help in another language, a CSA will set up a conference call with an interpreter through LanguageLine Solutions, a nationally recognized and certified foreign language interpretation service that supports more than 240 languages. Members can access this service 24 hours a day, 7 days a week.

5. **Discuss the frequency and type of communications that eligible persons will receive throughout the program period.**

Evernorth's integrated strategy centers around increased patient engagement, experience, and utilization, and we focus on research to help us better understand barriers to help us achieve these outcomes. More specifically, by understanding employees' barriers to care (e.g., privacy concerns, ease of access), we can position the City to meet guaranteed utilization goals—and broader success.

Through our Moments of Truth model, we define a communication strategy that will best benefit the City employees before they engage with their wellness center as well as identify how to keep them aware of what the center offers—and thus keep them engaged. To this end, we partner with you to build engagement and loyalty and to customize a plan for your unique employee population. By using consumer data and insights, we are able to provide the right message to the right person at the right moment to build long-term and loyal patients. We do this with a three-phrase approach:

- **The First Moment of Truth: Create Awareness** - Three weeks before the center opens, we will provide the City with content to use internally; this will include a playbook along with emails, fliers, brochures, and posters. In addition, we will issue a public relations announcement to local media. Then, two weeks before the grand opening, we will announce this event via email and other means.
- **The Second Moment of Truth: Build Engagement** - As the center gets up and running, we will email employees about activities taking place at the center and their use of it (e.g., hours of operation, services offered, MyChart website and app). Three months later, we will use direct mail as well as various social media channels, including paid advertising, to further promote the center, its offerings, and any events.
- **The Third Moment of Truth: Increase Utilization** - To promote both short- and long-term use of the center by employees, we will send a monthly email about it along with text messages about center events and other happenings. In addition, we will take advantage of social media campaigns to promote seasonal activities like skin screenings and flu shots.

We will continue to engage employees in center events/activities (e.g., tours) through personal outreach like phone calls and MyChart messaging. We also have the capability of sending direct emails to members, either directly from MyChart (once the center is operational and patients are empaneled), or by the City as mentioned above prior to the center opening.

In addition, no matter how many times patients engage with us, we offer them an innovative digital experience. One of our goals is to move our patients from an offline, infrequent/episodic sick-care relationship to one that is highly engaged and helps them improve their health every day. Thus, we use MyChart, a website and mobile app that connects patients to their health information 24 hours a day, 7 days a week, 365 days a year. Through MyChart, patients can book appointments, send a message to their health care provider, check their lab results, and access their other PHI anytime, anywhere.

6. Provide your web address and any access codes needed to explore your services.

Our web address is www.evernorth.com/our-solutions/direct-health. This webpage is accessible without access codes.

7. Do members have access to view their health records online?

Yes. Evernorth will proactively provide and promote patient access to the Patient Health Record (PHR) so that members can view their health records online via the MyChart portal through Epic. MyChart is available on desktop, Android and iOS devices. The MyChart patient portal allows for online appointment scheduling and secure communications with the wellness center staff. MyChart allows patients to schedule and change appointments, review visit history, see lab results, communicate directly with the wellness center health care provider, and perform other tasks to help make managing their health care easier. Integration with both Apple HealthKit and Android Health Connect is available with MyChart. This individual patient health record (PHR) includes diagnostic test results, problem list, medication lists, visit histories, and medication allergies. In addition, health information from any organization on Epic can be viewed simultaneously in MyChart. Evernorth is currently developing, and will have in place by the end of 2023, an integration layer with MDLive that will bring visit history with MDLive into Epic/MyChart.

8. Are you willing to allow the City to use its own branding in communication and program materials?

Yes. Promotional outreach materials can be customized to include the client's branding; material with clinical content is often not customizable, depending on the clinical source of the content. This is to ensure that all clinical content is accurate and up to the latest medical information available.

9. How do you notify the City or employees when a provider or key staff member is no longer employed at the clinic?

We notify the client when someone is leaving in advance when possible. Robin Chenoweth will keep them apprised of how interviews are going and when we have a candidate for the position.

We have experienced minimal staff turnover within our wellness centers. We have a process in place to guarantee continuity of care (COC) and operations when staff members move on. This often entails retaining highly qualified health care providers in the market who are able to provide temporary help until we hire replacement staff. This allows us to provide high-quality, uninterrupted service within our client-owned wellness centers.

10. Describe your process for communicating with City Staff for ongoing clinic operations and time sensitive events.

Ongoing Clinic Operations

We meet the city every 3rd Thursday morning to include the City of Clearwater team as well as their broker and the office manager on site.

Events

We will engage employees in center events/activities (e.g., tours) through personal outreach like phone calls and MyChart messaging. We also have the capability of sending direct emails to members, either directly from MyChart (once the center is operational and patients are empaneled), or by the City.

In addition, no matter how many times patients engage with us, we offer them an innovative digital experience. One of our goals is to move our patients from an offline, infrequent/episodic sick-care relationship to one that is highly engaged and helps them improve their health every day. Thus, we use MyChart, a website and mobile app that connects patients to their health information 24 hours a day, 7 days a week, 365 days a year. Through MyChart, patients can book appointments, send a message to their health care provider, check their lab results, and access their other PHI anytime, anywhere.

11. Describe the Wellness initiatives that will be used and how they may integrate with the current Wellness programs offered by the City.

With a toolkit containing multitudes of relevant topics, Evernorth clinicians are able to provide worksite and webinar-delivered seminars that address the topics facing—and possibly compromising—the health of the City’s onsite and remote employees. The toolkit includes a variety of promotional and educational communications and campaigns to help actively engage the workforce. These tools motivate people to visit the wellness center, make healthy lifestyle changes, and achieve better health. Materials included in this turnkey kit cover a range of topics that include weight management, stress, sleep, nutrition, cancer, aging, and physical activity.

After analyzing employee health risks and biometric values via available claims and other health plan data (as available), we share results with the City and tailor wellness seminar topics/formats (and additional resources, if necessary) accordingly. For instance, if the health assessment/biometric screening result analysis reveals an elevated BMI and population-wide weight issues, we may suggest the City schedule an exercise-themed and/or nutrition seminar onsite to pique interest in the new wellness centers. The initial environmental analysis will help us determine where to place informational booths and where to present monthly wellness seminars and/or blood pressure checks and health coaching.

12. Who does the clinic use as a lab vendor?

Participating labs include Quest Diagnostics, Inc., and LabCorp.

Section E: Measurement Tools, Results and Reports

Address how you would propose to review clinic operations and its effectiveness. This should include standards and measurement criteria for clinic activities, costs, outcomes, HRA, disease

management, member services, member intervention, and educational materials.

1. How would you propose measuring outcomes and success of the overall program?

We measure outcomes and success via our monthly KPI reporting. We have an annual meeting to discuss to include the plan side and cover clinic operations and measurements.

2. Describe your standard management reports. Describe your custom reporting capabilities and the associated costs. Please provide examples of reports that you would provide to the City.

Our wellness center reporting package provides a detailed view of the center's activity, demonstrating the value and savings associated with client wellness centers. With appropriate privacy protections in place, we deliver discrete and integrated deidentified reporting. Reports available within the package include the following:

- **Key Performance Indicator Dashboard** - provides a monthly glance at key performance indicators, such as utilization, patient experience, patient engagement, ROI, and quality; ROI data is delivered with a two-month lag. The dashboard has detail pages with trending for all five areas.

Standard reports are included in the management fee. The Evernorth team and the City can collaboratively address the frequency of reporting and additional reporting needs.

We provide meaningful, easily understandable client reports in electronic and paper formats. Web access to these reports is not currently available, but we are considering this capability as a future enhancement.

a. Please identify reporting frequency.

Key performance indicator reports are delivered on a monthly basis.

b. Do you have capability to modify standard reports?

Standard reports are included in the management fee. The Evernorth team and the City can collaboratively address the frequency of reporting and additional reporting needs.

3. Provide examples of the following, if applicable:

- a. On-site healthcare activity report**
- b. Member participation**
- c. Member intervention**
- d. Financial summary/savings report**

Please see year-end Key Performance Indicator (KPI) Report in Tab 7 – Exhibits of our proposal response.

4. Describe how your Plan specifically evaluates the effectiveness of primary care case management. Include any results of the evaluation as an attachment.

Evernorth seamlessly integrates our clinical, navigation and care coordination, and health and wellness services with the extensive case management offering within Cigna. Together, we are able to enhance the provider's ability to diagnose and treat patients in a holistic and personalized manner based not only on the individual's health history, but also in connection with any clinical gaps in care or social determinants of health needs.

We provide wellness center patients with a fully integrated health care solution by connecting clinical staff with the available programs offered to employees by the City. Our primary care case managers provide several functions, including but not limited to:

- patient education on chronic conditions and medications, health plan benefits, web resources through Cigna, the employer, and the health center
- patient assistance with health system navigation and informed decision making
- encouragement on goal setting and patient self-advocacy
- care team participation to further coordinate services and meet clinical objectives
- acting as a resource for the clinical team in patient scheduling, removing barriers to care, providing updates on patient progress throughout their healthcare journey, and facilitating communications between all parties
- obtaining pertinent external documents on patient care, providing outreach to at-risk and high-risk individuals, and ensuring proper steerage into appropriate in-network services
- providing referral assistance to both clinical care as well as EAP services, short and long-term disability, the health information line, and employer-specific benefits

In addition, our primary case managers can monitor inpatient admissions and emergency department encounters and coordinate the necessary follow up. Our integrated management system allows wellness centers to access the following:

- **Medical Case Information** - provides the current primary diagnosis and allows staff to spend more time engaged with patients and less time requesting and documenting information; accessing current and historical data allows wellness center staff to better understand the patient's health history
- **Medical Claims** - provides dates, diagnoses, and service locations of recent medical events; system retains related claims data that may show possible comorbidities (e.g., behavioral claims data)
- **Predictive Models** - provides outputs of the various predictive models that we run to alert health care providers of potential future health issues that the patient might face
- **Gaps in Care** - provides access to the hundreds of algorithms that we run to determine any current opportunities patients might have to improve their health
- **Pharmacy Information** - displays current and previous prescription medications and automatically calculates applicable medication possession ratios, which aids in the identification and resolution of possible gaps in care; available from internal and external pharmacy programs
- **Health and Wellness Programs** - includes programs and services such as disease management programs and health assessments

Our primary case managers are an integral part of our care team. They integrate seamlessly with Cigna case management through proprietary systems and shared data management. Together, we are able to outreach those who may need additional help, coordinate services within the care ecosystem, and monitor individual patients throughout their entire care journey.

5. Provide all clinical indicators used to track the success of the program and the results, if any, by year since inception of the program. Please include the following, if applicable:

- a. Program Outcomes**
- b. Utilization Measures (list measures)**
- c. Member Satisfaction**
- d. Changes in the Cost of Care**
- e. Productivity/Absenteeism (list indicators)**

Key performance indicators (such as utilization, patient experience, patient engagement, ROI, and quality), population health and savings analysis (an in-depth savings and population health analysis to investigate successes and identify further opportunities for cost savings), and biometric aggregate reporting (details results in terms of various risk factors and provides a cohort analysis) are all included in our standard wellness center reporting package.

Please see year-end Key Performance Indicator (KPI) Report in Tab 7 – Exhibits of our proposal response.

6. Describe how employee satisfaction with the provided services is measured. On what frequency is employee satisfaction measured?

We recognize the importance of patient satisfaction and value the feedback its measurement provides. We offer every patient the opportunity to rate their satisfaction with each wellness center encounter. Criteria measured include facility quality, staff performance, and services rendered.

We collect and analyze survey results and present them to clients within the operations report. Surveys are sent to patients via email with a link to send results.

In our experience, key drivers to patient satisfaction include the following:

- how helpful, professional, and courteous the staff is
- how comfortable and inviting the wellness center environment is
- how well the health care provider explains things in an easily understandable way

Our current patient satisfaction survey results reflect the excellent service provided at our health centers, as 98.9% of patients reported being satisfied or very satisfied with their wellness center experience. Close analysis of patient survey responses allows us to proactively identify health care trends, opportunities, and improvements, and/or recommend service adjustments to help clients meet and exceed desired ROI.

Section F: HIPAA Compliance

1. Is your company HIPAA compliant?

Yes.

2. Describe your system for the assurance of personal health data security.

We understand the importance of safeguarding PHI. Evernorth is considered a covered entity under the HIPAA Privacy and Security Rules and complies with the Gramm-Leach-Bliley Act (GLBA). We are mandated by these laws to protect sensitive information and have implemented appropriate technical, physical, and administrative safeguards to ensure data security while in our possession and in transit.

Our centralized security administration department uses role-based access; access is based on job function. The system area controls data access privileges based on an employee's legitimate need to access and/or change data, as determined by his or her manager. In this way, we can restrict access to data to a need-to-know basis only. We define role-based access based on HIPAA's minimum necessary rule.

Secured Access

Each wellness center patient is required to sign an Evernorth privacy and confidentiality form. In addition, medical records are retained through an electronic medical record (EMR) system that is compliant with applicable HIPAA and state privacy law requirements.

To provide further safeguards, patients are required to provide necessary information, permission, and consent forms to verify eligibility, receive care, and permit appropriate data aggregation and reporting on a deidentified basis. Employees will be asked to present a City-provided identification badge to use the center.

3. Have your network security systems ever been breached? Describe.

We consider this information proprietary and will not share this information as part of the RFP process. As of this date, Cigna has not been assessed a penalty related to our insured business by the Department of Health and Human Services (HHS).

References. A minimum of three (3) references, preferably from other public entities within the State of Florida, for whom you have provided similar services. Include the name of entity, contact person's name, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.

As a courtesy to our clients, please let us know if advance if you intend to contact our reference and we will be happy to organize a reference call.

1. Lee County Sheriff's Office

Address: 14750 Six Mile Cypress Parkway, Fort Myers, FL 33912

Contact: Dawn Heikkila

Phone: 239-477-1132

Email: DHeikkila@sheriffleefl.org

Period of contract: Onsite and virtual health center services since 2011

Description of Services:

Full acute care and primary care, pre-employment physical exams, skin screening program with cryotherapy therapy services, radiology services, colonoscopy service, sleep study service, holter monitor service, joint injections, immunization clinics, flu to go services, biometric testing, minor procedures, health & wellness programs, referrals to in-network health providers, referrals to client's wellness programs.

2. Palm Beach Sheriff Office

Address: 2195 Southern Blvd, West palm Beach, FL 33406

Contact: Karen Thomas, Chief Human Resources Officer

Phone number provided upon request

Email provided upon request

Period of contract: since 2009,

Description of Services:

Health Center Services: Full acute care and primary care ages 18+, Acute care ages 2+, Chronic care management, Women's health, Diabetes education, Weight loss, Pre-employment physical exams, Radiology Services, Sleep Study Service, Skin screening, Joint Injections, Immunization Clinics, Flu to Go Services, Covid testing, care and vaccines, Biometric Testing,

Client References

Minor Procedures, Health & Wellness Programs, Referrals to in-network health providers, Referrals to client's wellness programs, Population Health Management and Behavioral Coaching and Counseling

3. Orange County Sheriff's Office

Address: 2500 W. Colonial Dr., Orlando, FL 32804

Contact: Georgene Rye

Phone: 407-254-7404

Email: georgene.rye@ocsofl.com

Period of Contract: Onsite and virtual health center services since 2019

Description of Services:

RN-Assisted Medical Visits and RN Coaching. Full scope of acute/episodic, coaching, referrals, e-prescribing medications via an offsite nurse practitioner or physician connected "live" to the patient through innovative TytoCare medical device technology that allows the offsite provider to be "in the room" with the patient and the RN for the appointment. In addition, the RN Health Coach can administer services such as lab draws, biometrics testing, vaccines, allergy shots and other preventive care – as well as health coaching for diet, lifestyle and condition management

Exhibit B – Proposed Services
RFP # 22-23: OnSite Medical and Prescription Drug Services

1. **Proposers are to provide a cost proposal for the proposed year 10/1/23 – 9/30/24 and 2 subsequent renewals. Cost proposals are to include the following:**

a) Administrative Costs

Included.

b) Staffing costs (including an outline of each staff member proposed, hours of work proposed on a weekly basis, and estimated salary/wages and benefit costs.

Staffing costs are included for the staff indicated on the financial proposal, FTE is indicated by staff.

c) Estimated pharmaceutical costs

Estimate included.

d) Estimated laboratory costs

Estimate included.

e) Estimated occupation health/workers compensation costs

Estimates included based on services provided at the site today.

f) Any additional costs

2. **Numbers of year's baseline fees are guaranteed?**

The Direct Health fee model is actual cost plus fees. Actual costs will vary and are not guaranteed.

3. **Explain the procedure for adding future clinic and/or medical staff hours. Describe any additional administration cost to the City associated with an increase in future hours.**

We will establish the wellness center's hours of operation to accommodate employee work hours and other considerations important to the City and its workforce.

Evernorth's director of operations will periodically analyze wellness center performance and present the results to clients quarterly.

We will adjust wellness center hours or staffing levels when appropriate. To minimize the cost impact of adding or reducing future hours, we will develop site-specific staffing models to cover the requested hours with minimal, if any, impact on labor cost to the City.

Reasons for adjusting hours or staffing levels include the following:

- The wellness center is not yielding the desired utilization rate.
- There is a change in workplace hours or staffing levels.
- The wellness center staff is unable to manage a high volume of patients.

4. **Please detail your contract opt-out period and specify if it may be initiated with or without cause, or both.**

In the case of material breach either Party may terminate at any time for cause upon sixty (60) days written notice.

Either Party may terminate services without cause, upon one hundred twenty (120) days' prior written notice to the other Party

5. **Will laboratory costs be run through the medical plan or as a pass through to the City?**

The structure in place today is for the laboratory costs to be pass through to the City as part of the actual cost. That can remain in place or be changed to run through the medical plan.

6. **If the proposer uses a prescription formulary, provide a copy of the formulary along with associated prescription costs. If you are proposing to customize prescription drugs based on usage data, please provide a list of prescription drugs that will be utilized with associated costs.**

Please see attached prescription pre-pack formulary included under Tab 7 – Exhibits in our proposal response. Pre-pack medication cost estimates have been included in our financial budget documents.

7. **Address your willingness to enter into a performance guarantee and how the performance criteria and penalties might be defined. Performance guarantees tied to items such as customer satisfaction surveys, utilization targets, wait time targets, etc. are greatly recommended.**

Yes. We offer performance guarantees and have included the performance guarantee document under Tab 7 –Exhibits in our proposal response.

Proposed Services – please identify any items that are not included in your proposed administrative fee or have an additional cost:

Proposed Service Cost	Included in Admin Fee
Clinic Administration	Yes / No
Program Management	Yes
Supply and Medication ordering	Yes
Outreach Program	Yes
Workers Compensation Documentation	No
HRA Management	Yes
Integrated phone and internet maintenance	Yes
Ongoing evaluation and implementation	Yes
Office Staff Management	Yes
Recruiting	Yes
Credentialing service reports on medical professional	Yes
Annual performance review and quality control of medical staff	Yes
Appropriate staff scheduling	Yes
24 x 7 Nurse on Call	No
Technology	Yes / No
24 x 7 On-line appointment scheduling	Yes
24 x 7 Patient access to labs & radiology results	Yes
EMR software management and support	Yes
Online Wellness Center	Can access wellness center online
Integrated Portal	Yes
Reporting	Yes / No
Monthly utilization reporting	Yes
Annual patient satisfaction reports	Yes monthly
Wellness Programs	Yes / No
Health Risk Assessment Program (ongoing)	Pt. completes this and we provide Biometrics and Physical exams as well as disease management.
Online or paper assessments	Yes through Epic
Physical exam including labs and biometrics	Yes
Review and analysis by provider	Yes
Online access to results	Yes through MyChart
One on one wellness coaching	Yes through Cigna online coaching
Meetings with City as requested	Yes
Marketing the Clinic	Yes
Promoting benefits and services	Yes
Medical Services	Yes / No
Urgent Car Services:	
On-site laboratory services and X-rays	No
Strains, sprains, cuts, and stiches	Yes
Dislocations and fractures	No

Splinter and foreign body removal	Yes
Breathing treatments	Yes

Proposed Service Cost	Included in Admin Fee
Ear and sinus infections	Yes
Abdominal pain	Yes
Family Medicine:	
Routine medical exams and regular follow-ups	Yes
Diabetes management	Yes
Migraines and headaches	Yes
High blood pressure management	Yes
Sore throats, coughs, earaches, fevers, coughs and flu	Yes
Pneumonia and flu shots	Yes
Biometrics, including BMI calculations	Yes
Patient education and case management	Yes
EKG	Yes
Pediatrics:	
Starting at what age?	3
Childhood illnesses	Yes
School, sports, and camp physical exams	Yes
Women's Health:	
Pap smears and breast exams	Yes
Gynecological problems	Yes
Urinary tract infections	Yes
Pregnancy testing and contraception prescription	Yes
Staff Services:	
Wellness Coaches	Telephonically
Specialized Case and Disease Management	Yes
On-site / in office vaccination	Yes
Staff time for x-ray examinations	No in the clinic/reviewed by Providers
Lab Services:	
Onsite collection of specimens and blood	Yes
Reporting of results to medical provider/patients	Yes
Integration of lab data with systems	Yes
Prescriptions:	
On-site dispensing of medication	Yes
Analyze and track actual usage of all dispensed medications	Yes
Please include recommended initial formulary by drug classes	Attached
Occupational/Worker's Compensation Services:	
First Report of Injury	No, handled by City's WC

Treatment thru Maximum Medical Improvement	No, handled by City's WC
DWC-25	No
Preventive Services (drug screens, physicals, DOT)	Yes

Proposed Service Cost	Included in Admin Fee
Fitness for Duty/Physicals	
Post Job Offer physicals	Yes
Annual Physicals Examinations (Police)	Yes
Random Drug and Alcohol Screening	No, not offered at this time
Post-Accident Drug and Alcohol Screening	No, not offered at this time

Evernorth Direct Health LLC
Cost Projection Estimates Prepared for: City of Clearwater
 Projection valid thru: 8/3/2023
 Estimate for Three Full Years



Description		10/1/23 - 9/30/24	10/1/24 - 9/30/25	10/1/25 - 9/30/26
FTE's	Physician	1.00	1.00	1.00
	Nurse Practitioner	1.00	1.00	1.00
	Medical Assistant	2.00	2.00	2.00
	Front Office	1.00	1.00	1.00
	Licensed Practical Nurse	1.00	1.00	1.00
	Total FTE's	6.00	6.00	6.00
	Salaries & Benefits	837,000	861,000	884,000
	Temp Labor	60,000	60,000	60,000
	Other Direct Expenses	78,000	79,000	81,000
	Supplies	166,000	169,000	171,000
	System Expenses	79,000	82,000	84,000
	Admin Fee	21,000	21,000	21,000
	Infrastructure & Management Fees	404,000	414,000	425,000
	Total Onsite Health Center Estimate	1,645,000	1,686,000	1,726,000
	CHC - Operating funding incentive	161,777	161,777	161,777
	Total Cost Estimate After Cigna Contribution	1,483,223	1,524,223	1,564,223

Assumptions

- 1) The facility is staffed as indicated in the FTE section above
- 2) Full-time is considered to be 40 hours per week and represented by 1.00 FTE
- 3) Cost for cash collection at the site are not included
- 4) Marketing for communications to those eligible for access to the site is planned at \$5000 in year one and \$5000 the following years
- 5) Recruitment cost for staff is projected at \$5000 per year (Marketing & Recruitment are pass thru expenses, only charged if incurred)
- 6) External lab vendor will submit a claim.
- 7) Includes estimated cost of prepackaged medication
- 8) Temp labor is billed if incurred, the amount provided is an estimate

Cigna Onsite Health Performance Guarantees

Guarantee Type	Description	Target	Management Fee at Risk	Penalty Structure
Operations	Attaining stated operating budget	+/- 5%	10%	Within +/- 5% = Zero payout Within - 10% = 50% payout Beyond - 10% = 100% payout
	Patient Satisfaction	90%	10%	>=90% = Zero payout >= 80% = 50% payout <80% = 100% payout
Indirect Savings	Increased engagement / referrals Employees identified as eligible are referred to clinical programs	75%	10%	Within 10% of Target = Zero payout Within 20% of target = 50% payout Beyond 20% of Target = 100% payout

Total 30% of Management Fee

EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City’s Terms and Conditions may render a Proposal non-responsive.**

- * No exceptions
 Exceptions taken (describe--attach additional pages if needed)


*** We have no exceptions to the terms and conditions but do provide clarifying responses in the Exhibit section of our proposal response.**

Additional Materials submitted (mark one):

- No additional materials have been included with this proposal
 Additional Materials attached (describe--attach additional pages if needed)

Acknowledgement of addenda issued for this solicitation:

Prior to submitting a response to this solicitation, it is the vendor’s responsibility to confirm if any addenda have been issued.

Addenda Number	Initial to acknowledge receipt
1	

Vendor Name Evernorth Direct Health, LLC

Date: 05/08/2023

VENDOR INFORMATION

Company Legal/Corporate Name: Evernorth Direct Health, LLC

Doing Business As (if different than above): Cigna

Address: 8888 E. Raintree Drive

City: Scottsdale State: AZ Zip: 85260 -

Phone: 602.320.4629

Fax: N/A

E-Mail Address: N/A

Website: www.evernorth.com/our-solutions/direct-health

DUNS # 070786757

Remit to Address (if different than above):

Order from Address (if different from above):

Address: PO Box 847217

Address: _____

City: Los Angeles State: CA Zip: 90084-7212

City: _____ State: _____ Zip: _____

Contact for Questions about this

proposal: Name: Dina D'Angelo

Fax: (954) 514-6905

Phone: (954) 790-8152

E-Mail Address: dina.d'angelo@cignahealthcare.com

Day-to-Day Project Contact (if awarded):

Name: Dina D'Angelo

Fax: (954) 514-6905

Phone: (954) 790-8152

E-Mail Address: dina.d'angelo@cignahealthcare.com

____ Certified Small Business

Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

Provide supporting documentation for your certification, if applicable.

VENDOR CERTIFICATION OF PROPOSAL

By signing and submitting this Bid/Proposal/Qualification/Response, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other vendors or potential vendors or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the commodities or services covered by this contract. The Vendor has not influenced or attempted to influence any City employee, officer, elected official, or consultant in connection with the award of this contract.
- f) It understands the City may copy all parts of this response, including without limitation any documents or materials copyrighted by the Vendor, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. Chapter 119) or other applicable law, subpoena, or other judicial process; provided that the City agrees not to change or delete any copyright or proprietary notices.
- g) It hereby warrants to the City that the Vendor and its subcontractors will comply with, and are contractually obligated to comply with, all federal, state, and local laws, rules, regulations, and executive orders.
- h) It certifies that Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this matter from any federal, state, or local agency.
- i) It will provide the commodities or services specified in compliance with all federal, state, and local laws, rules, regulations, and executive orders if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept all terms and conditions as set forth in this solicitation if awarded by the City.
- l) The signatory is an officer or duly authorized representative of the Vendor with full power and authority to submit binding offers and enter into contracts for the commodities or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Evernorth Direct Health, LLC

Signature: 

Printed Name Jeffrey T. Perry, DBA

Title: Vice President

Date: 05.04.2023

SCRUTINIZED COMPANIES FORMS

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

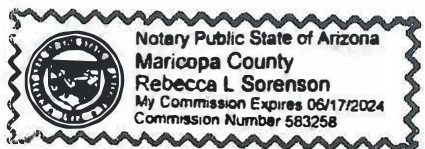
- 1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

We do not have any business operations in Sudan or Iran; however, please be advised that we lawfully provide health insurance coverage to international governmental and nongovernmental organizations for their employees and family members around the world, some of whom may be working in the countries noted above. Our coverage and related services are provided in accordance with applicable laws, including a specific license we received from the Office of Foreign Assets Control (OFAC), which specifically authorizes our health insurance coverage.

Authorized Signature: [Handwritten Signature]
Jeffrey T. Perry, DBA
Printed Name
Vice President
Title
Evernorth Direct Health, LLC
Name of Entity/Corporation

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on, this 4th day of May, 2023, by Jeffrey T. Perry, DBA (name of person whose signature is being notarized) as the vice president (title) of Evernorth Direct Health, LLC (name of corporation/entity), personally known X, or produced (type of identification) as identification, and who did/did not take an oath.



[Handwritten Signature]
Notary Public
Rebecca L. Sorenson
Printed Name

My Commission Expires: 06/17/2024
NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES FORMS

**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL.
FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL
NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Jeffrey T. Perry, DBA
Authorized Signature

Jeffrey T. Perry, DBA
Printed Name

Vice President
Title

Evernorth Direct Health, LLC
Name of Entity/Corporation

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 4th day of May, 2023, by Jeffrey T. Perry, DBA (name of person whose signature is being notarized) as the Vice President (title) of Evernorth Direct Health, LLC (name of corporation/entity), personally known X, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Rebecca L. Sorenson
Notary Public

Rebecca L. Sorenson
Printed Name

My Commission Expires: 6/17/2024
NOTARY SEAL ABOVE



E-VERIFY ELIGIBILITY FORM

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

- 1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Handwritten signature of Jeffrey T. Perry, DBA
Authorized Signature
Jeffrey T. Perry, DBA
Printed Name
Vice President
Title
Evernorth Direct Health, LLC
Name of Entity/Corporation

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on, this 4th day of May, 2023, by Jeffrey T. Perry, DBA (name of person whose signature is being notarized) as the Vice President (title) of Evernorth Direct Health, LLC (name of corporation/entity), personally known [] or produced [] (type of identification) as identification, and who did/did not take an oath.

Handwritten signature of Notary Public
Notary Public
Rebecca L. Sorenson
Printed Name

My Commission Expires: 6/17/2024
NOTARY SEAL ABOVE



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. EVERNORTH DIRECT HEALTH LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 900 COTTAGE GROVE RD</p> <p>6 City, state, and ZIP code HARTFORD, CT 06152</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u> 5 </u></p> <p>Exemption from FATCA reporting code (if any) <u> E </u></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	2	-	0	2	2	2	2	5	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cigna has no exceptions to the RFP provisions. We have provided clarifying responses to certain RFP provisions below.

STANDARD TERMS AND CONDITIONS

As the incumbent, there is currently an existing negotiated and executed contract in place. Evernorth Direct Health (Evernorth) agrees to work in good faith with the City to review and discuss the incorporation of additional terms and conditions to the existing contract if desired by the City.

DETAILED SPECIFICATIONS – 6. INSURANCE REQUIREMENTS

Evernorth maintains, through its parent companies and at its own cost. Cigna maintains levels and types of insurance that are reasonable and customary for a health services organization with comparable size and market presence. Various forms of financing are utilized for the insurance program including risk transfer (purchasing insurance), alternative risk transfer and self-insurance programs. Therefore, Cigna cannot necessarily update its insurance programs to accommodate client-specific requests. Cigna Global Risk Management completes a due diligence study by partnering with insurance brokers, actuaries, legal personnel, information protection, enterprise privacy office and senior management to determine the best risk financing strategy. Insurance brokers and Cigna personnel conduct an annual analysis of Cigna's exposures and assessment of coverages available in the insurance marketplace. Industry benchmarking data and internal historical loss trends are also evaluated during this process. After detailed risk tolerance assessments, the most effective risk financing solution is implemented.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between **Name of Client**, with offices located at **Address of Client** ("Client"), and Evernorth Direct Health, LLC, with offices located at 25600 North Norterra Drive, Phoenix, Arizona 85085 ("Evernorth") and is made effective as of **Date** ("Effective Date"). The parties hereto shall each be referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, Evernorth is engaged in the business of offering onsite health centers to employers and employer-sponsored group health plans, providing certain low acuity, urgent and episodic health care and ancillary services, for the benefit of Client employees and their dependents; and

WHEREAS, Client owns or leases a facility located at **Address of** Health Center (the "Facility") and desires to provide an onsite health center at the Facility for the benefit of its employees and their dependents (the "Health Center"); and

WHEREAS, Client wishes to engage Evernorth to provide, and Evernorth wishes to provide, a Health Center;

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

1 DEFINITIONS

Capitalized terms used in this Agreement without definition have the meanings ascribed for them on Exhibit A.

2 SERVICES

2.1 Clinical Services. Commencing on **Date**, or such other date as may be mutually agreed to in writing by the Parties ("Health Center Commencement Date") and continuing for the Term, Evernorth will operate and staff a Health Center at the Facility and provide or arrange for the provision of the following clinical services ("Clinical Services"), which shall be within the scope of the licensure and practice of Evernorth Personnel, for the benefit of Participants (as defined in Section 2.2 below) and shall include:

2.1.1 Health and Wellness Services. These services will include minor office based procedures, routine physicals, medical history, and exams.

2.1.2 Low Acuity Urgent Care/Episodic Care Services.

- i. Health Center shall provide episodic and acute care visits, with no, or limited, follow-up. Examples include sprains and strains, sore throats, ear infections, urinary tract infections and headaches.
- ii. Acute care visits include sufficient scheduled time to allow Evernorth Personnel to perform a full history and exam, lifestyle risk assessments, health promotion and preventive care discussion when needed and includes care coordination referrals and community physician referrals as appropriate.

2.1.3 Immunization Services. Evernorth shall provide, or arrange for the provision of, immunizations, as agreed upon by the Parties, including:

- i. Annual flu vaccinations
- ii. Hepatitis B Series
- iii. Tetanus & Pertussis (Tdap)
- iv. Tetanus (Td)
- v. Tuberculosis (TB PPD) (Test)
- vi. Pneumovax

Cost to purchase immunizations will be included in the monthly invoices. Pediatric vaccinations are excluded, except for annual flu vaccinations for Pediatric Participants **age nine** and older.

2.1.4 Monitoring Chronic Conditions. Evernorth Personnel shall:

- i. Verify that Participants with chronic medical conditions have appropriate community primary care provider relationships and collaborate with primary care provider, as needed.
- ii. Refer Participants with chronic conditions to appropriate condition or lifestyle management programs available to the Client.
- iii. Encourage health lifestyle habits that address the chronic condition.

2.1.5 Preventive Health Screenings. Clinic shall provide the following Preventive Health Screenings:

- i. Pre-employment and annual physical examinations with extended testing capabilities. Requirements for these services will be mutually agreed upon in writing by the Parties.
- ii. Pediatric physicals (including well-child exams and “check-ups”) are excluded.

2.1.6 Laboratory Services. Evernorth shall conduct the following laboratory testing onsite at the Health Center:

- i. CLIA-waived testing (rapid testing).
 - ii. Specimen collection, including: blood draw station, urine collection, and collection of other specimens ordered by Health Center's medical staff or by community providers for pick up by contracted lab vendor. Results will be delivered to ordering provider.
- 2.1.7 **Biometric Screening.** Evernorth shall provide scheduled screenings that may include but not limited to: Height, Weight, BMI, Body Composition, Blood Pressure, Total Cholesterol, HDL Cholesterol, LDL Cholesterol, Coronary Risk Ratio, and Blood Glucose.
- 2.1.8 **Lifestyle Risk Assessment.** Evernorth and Evernorth Personnel shall
- i. Conduct lifestyle risk assessments;
 - ii. Facilitate a discussion of health improvement and preventive care opportunities;
 - iii. Provide referrals and coordinate additional care for Participants, as required;
 - iv. Provide written prescriptions by Health Center Staff, as allowed by law; and
 - v. Encourage Participant engagement in Client-sponsored wellness programs (if any) as appropriate.
- 2.1.9 **Pharmacy.** Evernorth and Evernorth Personnel shall make available to Participants as needed:
- i. Limited selection of first dose medications to treat acute ailments.
 - ii. Written prescription and/or e-prescribing by Provider, as allowed by law.
- 2.1.10 **Population Health Services.** Evernorth and Evernorth Personnel shall conduct a population health analysis based on available data of Client Participants. Data sources may include claims, electronic health record data, biometric data, or other sources mutually agreed upon by the Parties. Evernorth will identify Participants in need of care or who display high risk and/or cost trends and outreach to those Participants to empanel them in the Population Health Services Program. For each Participant that agrees to engage, Evernorth will develop care plans and provide referrals and coordinate additional care for Participants, as appropriate. Staffing model will be determined by Client population size and risk level.

2.2 Participants. Participants are individuals who are eligible to receive Clinical Services at the Health Center in accordance with this Agreement as determined by the Client, including:

- 2.2.1 Client's full-time and part-time employees;
- 2.2.2 Dependents of Client employees age six (6) years and older; and

- 2.2.3 Former employees entitled to Clinical Services as Participants under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

2.3 Health Center Management.

- 2.3.1 Operation and Personnel. Evernorth shall be solely responsible for management of all Health Center and Health Center-related administrative activities, including Health Center operations and Evernorth Personnel. Evernorth shall provide all equipment, materials, systems and supplies necessary to provide the Clinical Services and to manage the Health Center that are not specifically identified as a Client responsibility under Section 5, including without limitation, Electronic Health Record (EHR) licenses, routers, printers, practice management systems or other equipment as mutually agreed to by the Parties in writing.
- 2.3.2 Biohazard Waste Management. Evernorth shall be responsible for waste management and removal of biohazard waste from the Health Center and Facility. All expenses associated with biohazard waste removal shall be eligible for reimbursement pursuant to the provisions of Section 7.

2.4 Periodic Reporting. Evernorth will arrange for the production and delivery of reports ("Reports") to Client in accordance with Evernorth's standard reporting package and capabilities at no additional cost to Client. Such Reports shall include the following:

- 2.4.1 Monthly Key Performance Indicators Dashboard. Each month, Evernorth shall produce and provide to Client a dashboard report of key performance indicators to include:
- i. Clinical Services Activity and Trends
 - ii. Diagnostic Conditions Treated
 - iii. Labs Performed
 - iv. Medications Prescribed
 - v. Medical Cost Savings
 - vi. Return on Investment (ROI)
 - vii. Productivity
 - viii. Referrals
 - ix. Patient Satisfaction

2.4.2 **Ad Hoc Reports.** Client may request other reporting from time to time, not specifically delineated herein. Evernorth will produce and deliver ad hoc reports in such formats and timeframes, and at an additional cost, as is mutually agreed upon by the Parties.

2.4.3 **Report Privacy.** Any and all Reports provided by Evernorth or the Health Center to Client or its designees concerning the Clinical Services shall be in aggregate, de-identified form, in compliance with applicable federal and state privacy laws and regulations, including but not limited to the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act.

2.5 **Excluded Services.** Neither Facility nor the Health Center is open to the general public. Evernorth shall not solicit business from the general public at the Health Center nor use the Health Center to provide services to individuals other than Client Participants.

2.6 **Health Coach Services (Optional).** Client has the option of adding health and wellness promotion services (“Health Coach Services”) to this Agreement. If Client has opted to add Health Coach Services, the line item cost for the coach will be reflected on the Operating Budget, **Appendix 1**. The Health Coach Services shall be provided in accordance with the terms set forth in **Appendix 2**.

3 HEALTH CENTER HOURS OF OPERATION

3.1 **Days and Hours of Operation.** The Health Center will operate forty (40) hours per week, Monday through Friday, from 8:00 a.m. until 5:00 p.m. (“Health Center Operating Hours”). Parties may change Days and Hours of Operation from time to time, as mutually agreed in writing. Electronic communication is deemed acceptable for such written agreement.

3.2 **Health Center Closure.** The Health Center will be closed on inclement weather days as determined by Client, and on Evernorth recognized holidays, including: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving, and Christmas Day. The Health Center may be closed during Evernorth Personnel vacancies as further described in Section 15.

4 CHANGES IN SCOPE OR ADDITIONAL SERVICES

4.1 **Request.** Client may at any time, and from time to time, during the term of the Agreement, request that Evernorth provide or arrange for the provision of additional

clinical and/or administrative services not covered under this Agreement (“Additional Services”).

4.2 Response. Upon receipt of such a request, Evernorth shall submit a written proposal to Client for such Additional Services which shall include:

4.2.1 A description of the services, functions, and responsibilities Evernorth anticipates performing in connection with such Additional Services;

4.2.2 A schedule for commencing and completing such Additional Services;

4.2.3 Evernorth’s prospective charges for such Additional Services, including a detailed breakdown of such charges; and

4.2.4 A description of the human resources necessary to provide the Additional Services.

4.3 Amendment Required. Evernorth shall not begin performing any Additional Services until Client and Evernorth have entered into a mutually agreed upon written amendment to the Agreement governing such Additional Services.

5 CLIENT OBLIGATIONS

At its sole cost and expense, unless otherwise indicated herein, Client shall provide or arrange for the provision of those Client obligations set forth below:

5.1 Health Center Build-Out and Improvements

5.1.1 Build-Out. Client shall, build, provide, or arrange for the provision of adequate facilities to house the Health Center, and for the construction, renovation, remodeling and/or improvement of such facilities in order to accommodate effective and efficient operation of the Health Center, all of which shall be mutually agreed upon by the Parties (“Build-Out”). Client shall, at its sole expense, perform all work and furnish all materials needed to complete the Build-Out of the Health Center in accordance with all applicable federal, state and local laws and regulations, including but not limited to municipal fire and building codes, American Disabilities Act and other statutes and regulations related to equal access and non-discrimination. Client shall be solely responsible for securing, at its sole expense, all state and local permits and registrations necessary for such Build-Out. Client shall conduct the Build-Out in a good and workmanlike manner in accordance with all applicable laws. Client shall collaborate with Evernorth to ensure that the Build-Out is done in accordance with applicable law and Evernorth specifications for the effective performance of Clinical Services at the earliest opportunity. Notwithstanding the foregoing, Client acknowledges that Evernorth’s ability to meet the Health Center Commencement

Date, as set forth in Section 2.1, is contingent upon Client completing the Build-out twenty-one (21) days in advance of the Commencement Date.

- 5.1.2 Signage. Client shall install, affix and maintain at its sole expense signage at the entrance to the Health Center in a mutually agreed upon form and which, at minimum shall contain the Health Center name, as the Parties may mutually agree, the Health Center telephone number, and the hours of operation. Any and all signs shall conform to all applicable regulations and governmental requirements. Client shall at its sole expense remove any signs placed on or about the Health Center upon the termination of this Agreement or any extensions thereof, and repair the effects of any such removal.
- 5.1.3 Common Areas / Access. Evernorth, its invitees and employees and Participants shall have the right, in common with other occupants of the Facility and their invitees and employees, to use all stairways, elevators, halls, toilets and sanitary facilities, and all other general common facilities contained in the Facility, and all sidewalks, delivery areas, parking facilities and other appurtenances to the Facility. At no additional cost or expense to Evernorth, Evernorth shall have access to the Health Center three hundred sixty-five (365) days a year, on a twenty-four (24) hour a day basis.
- 5.1.4 Repairs and Improvements. Evernorth shall maintain the Health Center in an attractive and neat condition and shall not permit or allow any waste to any portion of the Health Center. Client or its agents and employees shall have the right to enter the Health Center for the purpose of making repairs necessary for the preservation of the Health Center Facility. Client shall make a reasonable effort to affect such repairs with a minimum interference to Evernorth, and, when practicable, all work shall be done outside Health Center Operating Hours.
- 5.1.5 Access Modifications. If modification to the Health Center is required to comply with standards imposed by applicable law and regulations, and Client is unwilling to make such modifications, then Evernorth, at its sole expense, shall have the right (but not the obligation) to make such modifications to the Health Center, as it deems necessary or desirable, to permit access by any employee or invitee with disabilities that restrict such person's ability to otherwise gain access to the Health Center.
- 5.1.6 Additions or Improvements by Evernorth. With written permission of Client, which shall not be unreasonably withheld or delayed, Evernorth may make alterations, additions and improvements ("Alterations") upon the Health Center as desired, with the right to remove the same upon termination of the Agreement, or any renewal or extension thereof; provided, however, that (i) as indicated above, Evernorth shall obtain written approval from Client of the Alterations to be made and written

approval of the added costs to Client; and (ii) the Health Center must be left in as good a state as when received, reasonable wear and tear and damage by fire or other casualty excepted. Failure to remove such Alterations shall not be deemed a renewal or extension under the terms of the Agreement, but shall be deemed an abandonment of such Alterations, and Evernorth shall incur no costs for the removal thereof. In addition, any installation of special equipment requiring exceptional electric service or exceeding the live load rating shall be subject to Client written approval, which shall not be unreasonably withheld or delayed.

5.2 Health Center Utilities and Services. Client shall, at its sole expense, provide the following services and utilities necessary to the operation of the Health Center.

5.2.1 Telephone and Computer System Connections. For each Health Center, Client shall furnish a telephone system, computer hook-ups, necessary for provision of the Services.

5.2.2 High Speed Internet Access. For each Health Center, Client shall ensure there are High Speed Internet services available to the building and extended to the Health Center. A minimum of 20 Mbps Down / 20 Mbps Up bandwidth to enable the Evernorth Personnel to access the data tracking documentation and reporting system throughout the worksite and any other expanded services that require bandwidth. If no internet service providers have services established to the building or if services are not adequate to support the Health Center due to stability issues, Client shall:

- i. Be responsible for all costs associated with establishing service to the building and installation of the line, including but not limited to trenching, wiring, materials and labor charges; or
- ii. Provide connectivity to the Client network and supply two (2) Public IP addresses.

5.2.3 IT Resource for Internet Troubleshooting. Client and Evernorth shall identify IT resources to work collaboratively to:

- i. Coordinate with the internet service provider to resolve issues at the Health Center;
- ii. Acknowledge notice of the issue within one (1) hour; and
- iii. Be available within a three (3) hour timeframe after acknowledgement. If Client IT resources are unable to provide IT assistance within the three (3) hour timeframe, Client shall be responsible for travel expenses incurred to resolve the issue.

5.2.4 Utilities, Services and Supplies. Client shall provide the following:

- i. adequate heating, ventilation, and air conditioning to maintain conditions and temperatures appropriate for the operation of the Health Center during Health Center Operating Hours;
- ii. hot and cold running water;
- iii. restroom facilities and supplies for use by Evernorth Personnel and Participants;
- iv. electricity adequate for computer systems, lighting, normal office use and heating and air conditioning;
- v. lighting, and replacement of standard lamps when necessary;
- vi. pest control and extermination services in accordance with LEED standards;
- vii. cleaning and janitorial services each day the Health Center is open that meet safety and exposure control requirements of Occupational Safety and Health Regulations, including those relating to slip/trip/falls, blood borne pathogens and toxic and hazardous material. Such cleaning and waste removal must be adequate to minimize or eliminate risk to Evernorth Personnel and Participants from germs, unsanitary conditions and blood borne pathogens. Client agrees to require janitorial service to comply with Evernorth specifications for cleaning;
- viii. sufficient elevator service for access to the Health Center, if Health Center is located other than on the ground floor, with at least one (1) elevator that operates during non-business hours affording access to the Health Center;
- ix. adequate security services for the Health Center and Facility and common areas around the Facility, including fire and burglar alarm devices and guard protection. Client shall monitor the burglary alarm, motion and duress alarms and temperature alarm and shall perform annual inspection and/or testing of the smoke detectors and fire extinguishers in the Health Center and elsewhere in the Building. Client shall also provide for the periodic maintenance and annual inspection of the Facility fire alarm system;
- x. smoke detectors and fire extinguishers in the Health Center and elsewhere in the Facility. Client shall also provide for the period maintenance and annual inspection of the Facility fire alarm system; and
- xi. adequate parking spaces for Evernorth Personnel at no charge to Evernorth or the Evernorth Personnel (as defined herein).

5.3 Reimbursement Related to Health Center Premises. Client shall reimburse Evernorth, and its Affiliates for any loss, damage or expense paid by Evernorth or its Affiliates, related to death or personal injury that results or arises from hazards related to the Facility or the Health Center that are the responsibility of the Client, including by way of example and not by way of limitation, claims for personal injuries related to the presence of asbestos, mold or other hazards.

6 TERM AND TERMINATION

6.1 Term. The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and shall continue for a period of thirty-six (36) months, and thereafter will be automatically renewed for subsequent twelve (12) month terms (each a "Renewal Term"). The Initial Term and any Renewal Terms shall constitute the "Term" of the Agreement. This subsection is subject to the termination rights set forth elsewhere in this Agreement.

6.2 Client Termination.

6.2.1 For Cause. Client may terminate this Agreement by written notice to Evernorth if Evernorth materially breaches this Agreement and does not cure such breach to Client's reasonable satisfaction within sixty (60) calendar days after receiving a written Notice of Breach from Client (the "Cure Period"). Client may extend the Cure Period at any time prior to the end of the expiration of the initial Cure Period by providing notice of such extension to Evernorth. Client will notify Evernorth when breach has been cured to Client's reasonable satisfaction; otherwise the breach shall be deemed cured at the end of the Cure Period unless Evernorth receives a Notice of Termination from Client within ten (10) days after the expiration of the Cure Period notifying Evernorth of the continued breach and Client's intent to terminate. In such case, termination shall be effective at the end of the Transition Period defined in Section 6.4.1. Client shall remain liable for any unpaid balance for Implementation Costs and Operational Expenses incurred prior to the date of termination.

6.2.2 For Convenience. Client may also terminate this Agreement, in its entirety or with respect to a specific Facility, at any time after the Initial Term by providing ninety (90) days' written termination notice to Evernorth. Such termination is effective on the ninety-first (91st) calendar day after the notice is received by Evernorth. When terminating the Agreement for convenience, Client shall pay a "Severance Fee" to Evernorth in an amount equal to the actual severance obligation owed by Evernorth to Evernorth Personnel as of the date such termination of this Agreement is effective. The Severance Fee will be reduced to the extent that Evernorth can recoup costs by successfully redeploying Evernorth Personnel to a similar position within Evernorth.

Client shall remain liable for any Operating Expenses incurred prior to the date of termination.

6.2.3 For Evernorth Financial Instability. If Evernorth becomes insolvent, Client may terminate this Agreement upon ten (10) days' notice to Evernorth provided that such termination shall be deemed effective as of the date said notice is delivered.

6.3 Evernorth Termination.

6.3.1 For Cause. Evernorth may terminate this Agreement by written notice to Client if Client materially breaches this Agreement and does not cure such breach to Evernorth's reasonable satisfaction within sixty (60) calendar days after receiving a written Notice of Breach from Client (the "Cure Period"). Evernorth may extend the Cure Period at any time prior to the end of the expiration of the initial Cure Period by providing notice of such extension to Client. Evernorth will notify Client when breach has been cured to Evernorth's reasonable satisfaction; otherwise the breach shall be deemed cured at the end of the Cure Period unless Client receives a Notice of Termination from Evernorth within ten (10) days after the expiration of the Cure Period notifying Client of the continued breach and Evernorth's intent to terminate. In such case, termination shall be effective at the end of the Transition Period defined in Section 6.4.1. Client shall remain liable for any unpaid balance for Implementation Costs and Operational Expenses incurred prior to the date of termination.

6.3.2 For Client Nonpayment. Evernorth may terminate this Agreement if Client has failed to make payment due under the Agreement. Prior to termination, Evernorth shall give Client notice of intent to terminate based on non-payment. Termination shall be effective within thirty (30) days' of receipt of such notice if Client fails to provide the payment due before the expiration of the thirty (30) day period.

6.3.3 For Convenience. Evernorth may also terminate this Agreement at any time after the Initial Term by providing ninety (90) days' written termination notice to Client. Such termination is effective on the ninety-first (91st) calendar day after the notice is received by Client.

6.3.4 For Client Financial Instability. If Client becomes insolvent, Evernorth may terminate this Agreement upon ten (10) days' notice to Client provided that such termination shall be deemed effective as of the date said notice is delivered.

6.4 Transition Services

6.4.1 Transition Period. Upon termination of this Agreement, Evernorth will reasonably cooperate in the orderly wind-down of Services being terminated or the transition of Services to another service provider or to Client. The Parties may mutually agree that

Evernorth will provide a transition period for Services for a reasonable period, e.g., thirty (30) days (“Transition Period”). During the transition, the Parties will be bound by and perform in accordance with this Agreement. Client shall remain liable for any unpaid balance for Operational Expenses incurred prior to the date of termination through the end of the Transition Period. The terms and conditions of this subsection will apply beyond the termination of this Agreement.

6.4.2 Transition Communication. Client acknowledges that all communication to Evernorth Personnel related to such termination (“Staff Communication”), including but not limited to (i) the date of termination of the Agreement and/or the related date of the closing of the Health Center or transfer of Health Center operations to a third party vendor, and (ii) Evernorth Personnel employment status notification, severance, and compensation shall come solely from Evernorth as the employer or contractor of Evernorth Personnel, and Client shall not make or cause to be made any Staff Communication without the prior written consent of Evernorth.

6.4.3 Vendor Tours. During the Transition Period, tours of the Health Center facilities by potential third party vendors to assume Health Center operations on behalf of Client (i) shall be conducted at times as mutually agreed upon in writing by the Parties; (ii) shall be conducted in such a fashion as to protect the confidentiality of patient information within the Health Center; and (iii) shall not interfere with the provision of Clinical Services to Participants.

6.4.4 Final Health Center Review. Client and Evernorth agree (i) to act in good faith and cooperation to ensure a smooth transition, and (ii) to mutually participate in final walk-through of the Health Center and sign an acknowledgement agreeing to the condition of the facility and an inventory of its contents and equipment.

6.4.5 Final Payment Due. If Evernorth provides services during a Transition Period, Client will pay for any final amounts properly then due under the Agreement within thirty (30) days’ receipt of an invoice from Evernorth. If there is no Transition Period, Client will pay for any amounts properly then due under the Agreement within thirty (30) days’ receipt of an invoice from Evernorth.

6.4.6 Business Relationship. Both Parties will immediately discontinue making any statements or taking any actions that might cause third parties to infer a business relationship continues to exist between the Parties under this Agreement, and where necessary or advisable, the Parties will inform third parties that the Parties no longer have a business relationship.

6.5 Effects of Termination. In addition to any other rights or remedies Client or Evernorth may have, if either Party terminates this Agreement for cause, Termination will not

constitute a Party's exclusive remedy for any default, and neither Party will be deemed to have waived any of its rights accruing hereunder prior to such default.

7 OPERATING EXPENSES, COMPENSATION, REPORTING AND PAYMENTS

7.1 Operational Expenses. Evernorth will use the attached **Appendix 1: Operating Budget** as the projected budget for Operational Expenses (Salaries and Benefits, Supplies, Other Direct Expenses, System Expenses) and Other Infrastructure Costs, estimated Implementation Costs and Management Fees related to the Health Center Services for the Initial Term. The Operating Budget may be modified based on any change in the Health Center Commencement Date, delay in the required Build-Out, or modification of services requested by the Client, as mutually agreed upon by the Client and the Evernorth. Evernorth shall use its best efforts to manage all Total Operational Expenses to those amounts listed in the Operating Budget. Client acknowledges that said Operating Budget constitutes Evernorth's good faith projection of anticipated operating costs and expenses for the Health Centers. Client understands and acknowledges that the Operating Budget may change, based upon the volume of Participants seen at the Health Centers and other factors, such as a change in Evernorth Personnel with respect to level of professional licensure or salary.

7.2 Adjustment to Budget.

7.2.1 Additional Resources. In the event that Client requests permanent additional clinical and/or administrative personnel to provide the Services at the Health Center or other services, the cost of which will exceed the estimates set forth in the **Appendix 1: Operating Budget**, Client shall pay to Evernorth, in addition to all Management Fees and Operational Expenses, an amount equal to the additional expenses incurred in connection with the additional Services ("Additional Resource Charges").

7.2.2 Temporary Resources. If Clinical Personnel (excluding Health Coach, as applicable) take Paid Time Off or Leave (as described in Section 15) or there is otherwise an inability to provide Services that is to be expected to be in excess of ten (10) business days ("Vacancy"), Evernorth will inform Client of such Vacancy, and will determine in consultation with Client if the position will be temporarily staffed. In the event that Client elects to have such position filled on a temporary basis, Client shall so notify Evernorth in writing. Evernorth shall use best efforts to secure the temporary labor requested to fill Vacancy. Client shall remain responsible for the payment of the costs for the Evernorth Personnel that has taken PTO or Leave in addition to paying for any additional temporary resources requested by Client.

7.2.3 **Payment.** Client shall pay and reimburse Evernorth for the following as listed in the **Appendix 1: Operating Budget:**

- i. Total Operational Expenses (Salaries and Benefits, Supplies, Other Direct Expenses, Systems Expenses);
- ii. Infrastructure Costs;
- iii. Implementation Costs; and
- iv. Management Fees.

In addition, Client shall reimburse Evernorth for Additional Resource Charges incurred under this Scope of Services. Payments shall be sent to: **Deborah Coolidge, Evernorth Direct Health, LLC, 25600 North Norterra Drive, Phoenix, AZ 85085.**

7.2.4 **Invoicing Procedures.** On or before the 20th day of each month, Evernorth will issue to Client an invoice for Fees, Operational Expenses, Implementation Costs and Additional Resource Charges (collectively, "Health Center Fees") due and owing for Health Center Services performed during the preceding month. Client shall pay Evernorth within thirty (30) days of receipt of an invoice for Health Center Fees. Invoice charges for supplies shall reflect actual amounts billed to Evernorth from the supply manufacturer/vendor and shall not be adjusted for any rebate Evernorth may receive from an affiliated Group Purchasing Organization.

7.2.5 **Renewal Terms.** Sixty (60) days prior to the expiration of the Initial Term of the Agreement, Evernorth shall present to Client a proposed Operating Budget for the Health Center for any Renewal Term, and Client and Evernorth shall mutually agree on such Operating Budget. Thereafter during any Renewal Term of the Agreement, sixty (60) days prior to the expiration of the Renewal Term, Evernorth shall present to Client a proposed Operating Budget for the Health Center for the upcoming Renewal Term, and Client and Evernorth shall mutually agree on such Operating Budget.

8 REPORTING, BOOKS, AND RECORDS

8.1 Maintenance of Records. Evernorth shall keep, maintain and preserve, in Evernorth's principal place of business or at such other secure locations as may be determined by Evernorth, during the Term and for at least three (3) years following termination or expiration of the Term, complete and accurate records and accounts covering all transactions relating to this Agreement. All such records and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied.

8.2 Notice of Audit, Audit Limitations. At any time during the Term and up to three (3) calendar years following the expiration or termination of this Agreement, Client or its

designee shall have the right, upon forty-five (45) days prior written notice to Evernorth, to audit all documents and records related to the Operational Expenses of the Health Center, with the exception of certain administrative and medical supplies and equipment where prohibited by confidentiality provisions in the applicable vendor agreement with Evernorth or its Affiliate, for the purchase of such administrative and medical supplies and equipment. Such audits shall be limited to one (1) every twelve (12) months, and shall be conducted during normal business hours, at Evernorth's office or at mutually agreeable locations. Notwithstanding the above, Client shall have no obligation to perform such audit. If not otherwise subject to confidentiality provisions set forth in this Agreement, Client shall be required to sign a confidentiality agreement as mutually agreed upon by the Parties. Designees or representatives of Client shall be required to execute a confidentiality agreement mutually agreed upon by the Parties. Such audits shall not include the disclosure of Protected Health Information (PHI) as defined in HIPAA, or the disclosure of employee records or other confidential or commercially sensitive, trade secret information. Client will promptly provide Evernorth with a copy of any audit reports, findings and summaries.

8.3 Contest of Audit. Auditor shall provide Evernorth with a copy of the audit results for Evernorth's review and opportunity to comment before auditor shares the results with the Client. Evernorth shall, at its sole expense, have the right to contest the results of any audit conducted by Client, and in such event, a second audit shall be conducted by an independent certified public accountant acceptable to both Parties. The results of this second audit shall be binding upon the Parties hereto.

9 NOTICES

9.1 All notices, demands, and other communications under this Agreement shall be in writing to the appropriate address set forth below and shall be deemed received on the date confirmed on: (i) the return receipt for certified mail sent return receipt requested, via the USPS; or (ii) the receipt for notices sent by a reliable overnight courier.

If to Evernorth:

Jeffrey Perry, DBA, PhD
Chief Operating Officer, Vice President
Evernorth Direct Health, LLC
25600 N. Norterra Drive
Building A, 1st Floor
Phoenix, Arizona 85085

With a Copy to:

Karen R. Palmersheim, Esq.
Cigna Legal
400 North Brand Blvd.
3rd Floor - Routing 383
Glendale, CA 91203
(818) 500-6497

(623) 277-2322

If to Client:

With a Copy to:

9.2 Either Party may change the address for notification purposes upon prior and reasonable written notice thereof to the other.

9.3 Invoices shall be sent to the Client at the address indicated above. Payments shall be made in accordance with Section 7.2.

10 OWNERSHIP

10.1 Client-Owned Property. Except as noted in Section 10.2, Client is and shall be the sole and exclusive owner of all right, title and interest in and all materials furnished by Client, and all furniture, supplies, equipment and other contents of the Health Center ("Health Center Contents") that Evernorth or its Affiliate has purchased or may during the term of the Agreement purchase on behalf of Client, and Health Center marketing materials created, developed or otherwise submitted by Evernorth and parties engaged by Evernorth, whether directly or indirectly, in connection with rendering Services under this Agreement. Deliverables created specifically for Client pursuant to this Agreement become the property of Client. Deliverables shall not include Evernorth Equipment or Evernorth Materials, as hereinafter defined. Notwithstanding this, Client agrees that it will not take ownership of any medication upon termination; Evernorth shall take any required actions to dispose of medications. If Evernorth is able to return any medication to the manufacturer or distributor for a full or partial refund, Evernorth shall attempt to do so and obtain a credit for Client. Client also acknowledges that some of the Health Center Contents may constitute medical or other devices that, if used inappropriately or by an untrained or unlicensed person, could cause harm or injury. Client agrees to take the appropriate measures to ensure that such Health Center Contents are either properly disposed of, or only used by the appropriate medical professionals.

10.2 Evernorth Equipment. Client acknowledges that Evernorth has purchased and shall be the owner of the following equipment ("Evernorth Equipment"), and Evernorth shall be entitled to retain ownership and possession of all such Evernorth Equipment after expiration or termination of this Agreement for whatever reason:

- i. Computer CPUs
- ii. Monitors

- iii. Keyboards
- iv. Computer Mice
- v. Laptops
- vi. VPN Token Keys
- vii. Air Cards
- viii. Scanners
- ix. Multi-Functional Printers
- x. Access Boxes (Label Printer/Network Connectors)
- xi. Routers
- xii. Credit Card Machines
- xiii. iPads

10.3 Evernorth Materials.

- 10.3.1 Program Materials. All Evernorth program materials, including handouts, presentations, and workbooks (collectively, “Evernorth Program Materials”), are the sole and exclusive property of Evernorth. Any Evernorth Program Materials distributed to program Participants may be used solely for the purpose of participating in the applicable Evernorth program. Client shall not alter, republish, redistribute, record or rebroadcast Evernorth Program Materials, including posting on the internet, without Evernorth's prior written consent.
- 10.3.2 Proprietary Materials. Client acknowledges that in providing the services hereunder, Evernorth may utilize proprietary materials, reports, models, software, documentation, know-how and processes owned by Evernorth that were or are not created specifically by Evernorth for Client (“Evernorth Materials”). Client acknowledges that ownership of and title to such Evernorth Materials remains with Evernorth and is not transferred to Client.

10.4 Use of Name and Trademarks, Publicity

- 10.4.1 Client's Marks. Except as expressly provided in the Agreement, no property, license, permission or interest of any kind in or use of any trademark, copyright, patent, trade secret, logo, trade name, color combination, insignia or device owned or used by Client is or is intended to be given or transferred or acquired by Evernorth or any other party by the execution, performance or non-performance of this Agreement or any part thereof. Evernorth agrees that it shall not use (directly or indirectly) or register any of Client's trademarks, service marks or trade names in connection with

any products, services, promotions or publications without Client's prior written approval. Evernorth shall not remove or alter any trademark, service mark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in materials delivered to Evernorth by Client without Client's prior written approval.

- 10.4.2 Evernorth's Mark. Except as expressly provided in the Agreement, no property, license, permission or interest of any kind in or use of any trademark, copyright, patent, trade secret, logo, trade name, color combination, insignia or device owned or used by Evernorth is or is intended to be given or transferred or acquired by Client or any other party by the execution, performance or non-performance of this Agreement or any part thereof. Client agrees that it shall not use (directly or indirectly) or register any of Evernorth's trademarks, service marks or trade names in connection with any products, services, promotions or publications without Evernorth's prior written approval. Client shall not remove or alter any trademark, service mark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in materials delivered to Client by Evernorth without Evernorth's prior written approval.

11 EVERNORTH GENERAL WARRANTIES

11.1 General Warranties. Evernorth hereby represents and warrants to Client, with the intention that Client rely thereon in entering into this Agreement, that:

- 11.1.1 Evernorth has the full right and authority to enter into and perform this Agreement and vest in Client all the rights set forth in this Agreement;
- 11.1.2 Evernorth Personnel have all the necessary professional licenses to perform the Services in connection with this Agreement;
- 11.1.3 Evernorth agrees that it and Evernorth Personnel will perform the Health Center Management and Clinical Services in a good, professional, and workmanlike manner, using that degree of skill and care as would a prudent supplier performing similar services under similar circumstances and in compliance with all applicable laws and regulations;
- 11.1.4 Evernorth shall comply fully, and shall require its Personnel to comply fully, with all federal, state and local laws, regulations, ordinances, codes and other legal provisions applicable to it and its Personnel in the performance of its obligations hereunder, including but not limited to those relating to HIPAA, workers compensation, Social Security, unemployment insurance, hours of labor, wages,

working conditions and other employer-employee matters with respect to Evernorth Personnel; and

- 11.1.5 Evernorth Personnel will exercise their own independent medical and professional judgment in the performance of Clinical Services, and Client will have no responsibility to direct or control Personnel's independent medical acts, decisions or judgment in the care of any Participant.

12 CLIENT GENERAL WARRANTIES

12.1 General Warranties. Client hereby represents and warrants to Evernorth, with the intention that Evernorth rely thereon in entering into this Agreement, that:

- 12.1.1 Client has the full right and authority to enter into and perform this Agreement and vest in Evernorth all the rights set forth in this Agreement;
- 12.1.2 the execution and performance by Client of this Agreement (including, without limitation, the Services) does not and will not violate or conflict with, or result in a breach of (i) any terms, conditions, duties or obligation to which Client is bound to any third party or (ii) any rights of any third party;
- 12.1.3 any materials and elements delivered or provided to Evernorth in connection with this Agreement and their use by Evernorth, will not defame any person or violate or infringe the copyright, trademark, patent, trade secret, privacy, reputation, creative or other rights of any person or entity;
- 12.1.4 the execution, delivery or performance of this Agreement will not require any license to use the intellectual property of a third party, other than any licenses currently held by a Party with the good faith belief that the licenses will endure or are renewable; and
- 12.1.5 Client shall comply fully with all federal, state and local laws, regulations, ordinances, codes and other legal provisions that may be applicable to its obligations hereunder.

13 CONFIDENTIAL INFORMATION

13.1 Protection of Confidential Information. During the Term of the Agreement, one Party ("Receiving Party") may receive access from the other Party ("Disclosing Party") to certain proprietary procedures, proprietary data, proprietary information, documents, and other material belonging to, prepared by or for, or concerning the Disclosing Party and its affiliates which shall, together with the terms and conditions hereof, be deemed to be

“Confidential Information.” For purposes of this Agreement, “Confidential Information” shall mean (i) the Agreement and the discussions, negotiations and proposals related to this Agreement, (ii) information, whether provided directly or indirectly from the other Party in writing, verbally, by electronic or other data transmission or in any other form or media or obtain through on-site visits at Client or Evernorth facilities and whether furnished or made available before or after the Effective Date of this Agreement, that is confidential, proprietary or otherwise not generally available to the public; (iii) any and all technical and business information that the Disclosing Party discloses or reveals to the Receiving Party, including but not limited to services, plans, products, policies, financial information; operation information including computer software programs, and shall include all summaries, extracts, copies, compilations, analyses, interpretations, presentations, and other materials derived therefrom. The term “Confidential Information” shall not include information which (i) at the time of disclosure to the Receiving Party was publicly available or thereafter becomes publicly available through no fault of the Receiving Party; (ii) is disclosed by the Disclosing Party to a third party without a nondisclosure obligation; (iii) is already rightfully in the Receiving Party’s possession or is rightfully received by the Receiving Party as evidenced by independent documentation. Neither Party shall attempt to access information not necessary for its performance hereunder.

- 13.2 Permitted Disclosure.** The Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party’s Personnel if they have a need to know and obligation to protect the Confidential Information that is at least as restrictive as this Agreement. The Receiving Party will use the Confidential Information of the Disclosing Party only to the extent as is necessary in and during the performance of this Agreement, and as expressly allowed hereunder, and will be responsible for any improper use or disclosure of any Confidential Information by its officers, partners, principals, Personnel or independent contractors (including individuals who become former partners, principals, employees, agents or independent contractors).
- 13.3 Required Disclosure.** If at any time the Receiving Party is requested or required as a result of a judicial or regulatory proceeding to disclose any Confidential Information, the Receiving Party agrees to provide the Disclosing Party with prompt notice thereof so that the Disclosing Party may seek an appropriate protective order. If the Receiving Party is compelled by a judiciary or regulatory authority to disclose Confidential Information or else stand liable for contempt or suffer other censure, sanction or penalty, the Receiving Party may disclose such information to the extent required without liability hereunder.
- 13.4 Receiving Party Obligations.** The Receiving Party agrees that until such time as any such Confidential Information becomes a part of the public domain without breach of this

Agreement by the Receiving Party or an agent or employee of the Receiving Party the Receiving Party shall:

- 13.4.1 treat, and obligate the Receiving Party's employees, agents and representatives to treat as secret and confidential all such Confidential Information whether or not it be identified by the Disclosing Party as confidential;
 - 13.4.2 not disclose any such Confidential Information to any person, firm, or corporation or use it in any manner whatsoever without first obtaining the Disclosing Party's written approval;
 - 13.4.3 to reveal the Confidential Information only to those employees, agents and representatives of the Receiving Party who require access to such Confidential Information in order to perform the Receiving Party's obligations under this Agreement; and
 - 13.4.4 not to employ the Confidential Information to Receiving Party's advantage, other than as herein provided.
- 13.5 Third Party Information.** Neither Party shall disclose to the other any proprietary information obtained on a confidential basis from any third party unless (i) the Party receiving such information shall have first received written permission from such third party to disclose such information or (ii) such information is in the public domain at the time of disclosure.
- 13.6 Injunction.** The Parties acknowledge that the unauthorized disclosure of Confidential Information to any third party would immediately and irreparably injure the Disclosing Party and entitle the Disclosing Party to an immediate injunction or other equitable relief against the Receiving Party.
- 13.7 Return of Confidential Information.** Unless a Receiving Party is expressly authorized by this Agreement to retain the Confidential Information of a Disclosing Party, the Receiving Party will promptly return or destroy, at the Disclosing Party's option, their Confidential Information, and all copies thereof, within five (5) Business Days after the Disclosing Party's written request, and will certify to the Disclosing Party that it no longer has in its possession or under its control any Confidential Information in any form, or any copy thereof. Notwithstanding the foregoing, subject to the terms and confidentiality obligations of this Agreement the receiving party and its Representatives (i) may to the extent required by applicable law, governmental authority or legal process maintain one confidential copy of the Confidential Information and (ii) shall not be required to erase, destroy or return any automatically created archival or backup copies residing on computer systems or other electronic forms of information retention processes, materials or equipment and accessible only to authorized IT administrative personnel.

14 PERSONNEL

- 14.1 Evernorth Staffing.** Evernorth shall recruit, interview, engage, hire, supervise and discharge all Evernorth Personnel needed to provide the Clinical Services. All employment related decisions, including but not limited to hiring, firing, and performance management, shall be at the sole discretion of Evernorth and not Client. Such Evernorth Personnel shall in all events, and for all purposes, be employees or subcontractors of Evernorth and not Client. Evernorth shall comply with all federal, state and local laws regulations and requirements relating to such employees and subcontractors. Evernorth, and not Client, shall be fully responsible for the payment of all salaries, wages, payroll and other compensation, taxes, fees, workers compensation insurance and other charges or insurance levied or required by an federal, state, or local law, regulation or ordinance relating to the employment of the Evernorth Personnel. Evernorth, and not Client, shall be solely responsible for determining salaries, bonuses, and other compensation of Evernorth employees and subcontractors.
- 14.2 Background Checks.** The Parties acknowledge and agree that the policies and procedures of Evernorth as to pre-employment testing, criminal background checks, Social Security Number and I-9 verification, performance management, disciplinary action and termination shall govern all Evernorth Personnel, including any confidentiality requirements contained therein.
- 14.3 Training.** Evernorth will ensure that Evernorth Personnel receive all necessary and requisite statutorily mandated in-service, annual and proficiency training, and other such professional or paraprofessional education and training programs needed to ensure current proficiency in the Evernorth Personnel's particular health care discipline or specialty.
- 14.4 Use of Subcontractors.** Evernorth may use third party vendors contracted with Evernorth, its Affiliates, for supplies and equipment without Client's prior written consent, e.g. pharmacy providers, temporary labor, and laboratory service providers.
- 14.5 Evernorth Personnel Performance.** In the event that Client is dissatisfied with the performance of any Evernorth Personnel providing Clinical Services hereunder, or asserts that any Evernorth Personnel has engaged in misconduct as defined by Client or has materially failed to perform the Services in accordance with the Agreement, Client shall so advise Evernorth immediately and provide in writing the facts necessary to validate the concern or complaint. Evernorth shall promptly consult with Client as to the nature of the conduct complained of and the severity of Client's dissatisfaction, and shall endeavor to resolve such issues to the satisfaction of Client provided such resolution is non-discriminatory and otherwise legal. Client acknowledges and agrees that the policies and

procedures of Evernorth or its Affiliates as to the performance shall govern, including any confidentiality requirements contained therein. Client agrees, where necessary, to cooperate with Evernorth in conducting any investigation or inquiry, and in providing documentation and testimonial support in event of litigation concerning Evernorth Personnel misconduct or failure to perform.

- 14.6 Independent Contractors.** The Parties are independent contractors, and no Party is or shall represent itself as having, and nothing in this Agreement shall be construed as creating between the Parties, a relationship as employer-employee, partners, principal-agent, joint ventures, or any relationship other than that of independent parties.
- 14.7 Provision of Services at Health Center.** Clinical Services may only be provided by Evernorth Personnel or any other professional provided by or arranged for through Evernorth. Client employees and contractors shall not be allowed to provide Clinical Services or any other health care services at the Health Center even if they are licensed to do so.
- 14.8 No Co-Employment.** All Evernorth Personnel performing Services hereunder shall work under Evernorth's supervision, provided, however, that the Clinical Personnel shall exercise independent professional judgment within the scope of his or her profession, and in addition a nurse practitioner shall be subject to oversight by an independently contracted physician for clinical consultation and oversight as required by law based upon protocol determined between such nurse practitioner and physician.
- 14.9 No Fringe Benefits.** As an independent contractor, neither Evernorth nor Evernorth Personnel shall be entitled to any of the customary employee fringe benefits provided by Client to its employees, including, but not limited to, pension or group insurance plans, by virtue of the Services provided to Client under this Agreement.

15 HEALTH CENTER STAFFING

15.1 Staffing.

- 15.1.1 Evernorth shall provide or arrange for the provision of the following clinical and administrative staff ("Evernorth Personnel") to provide Health Center Services at the Health Center:
- a. One (1) Full-Time Nurse Practitioner or Physician Assistant ("Clinical Personnel")
 - b. One (1) Full-Time Medical Assistant ("Clinical Personnel")
 - c. One (1) Full-Time Registered Nurse [OR OMIT RN REFERENCE IF HEALTH EDUCATOR] Health Coach ("Health Coach Personnel")

- d. One (1) Full-Time Registered Nurse Population Health Care Manager (“Population Health Care Manager Personnel”)

15.1.2 Full-Time is defined as regularly working a forty (40) hour week.

15.1.3 Client acknowledges and agrees that, in addition to Evernorth Holidays, as defined in Section 3.2, Evernorth Personnel shall be entitled to paid time off (“PTO”) and other leave (“Leave”) in accordance with applicable law and policies of Evernorth or its Affiliates, or applicable contract between Evernorth Personnel and Evernorth. PTO and Leave shall include:

- i. vacation days (including purchased days off)
- ii. personal days
- iii. sick days
- iv. military leave
- v. family medical leave (FMLA)
- vi. caregiver leave
- vii. disability leave; and
- viii. other leave in accordance with applicable law or Evernorth policy.

15.1.4 Nurse Practitioners may be entitled to up to five (5) days per year to complete continuing education requirements.

15.1.5 For Evernorth Personnel employed by Evernorth, the number of days of PTO is the same applicable to all employees of Evernorth and its Affiliates but may vary based on the job level and number of years of employment with Evernorth, and will be prorated for part-time work status.

15.1.6 For Evernorth Personnel not employed by Evernorth, i.e., independent contractors the number of days of PTO shall be defined in the contract between Evernorth and such Evernorth Personnel.

15.1.7 When the Nurse Practitioner takes PTO, the Health Center shall be closed for treatment purposes (and only open for administrative purposes to the extent a Medical Assistant is available to work). Evernorth shall, however, request that the Nurse Practitioner give Evernorth five days’ advance notice of any planned PTO where possible, so that Evernorth can share with Client in advance of any expected suspension of treatment services due to planned PTO by the Nurse Practitioner.

15.1.8 In the event that Evernorth Personnel will be absent for an extended period due to military leave, FMLA, or long term disability leave, Evernorth shall use its best efforts

to recruit and engage a qualified temporary substitute. In the event that Evernorth is unable to provide such qualified substitute, Evernorth shall provide a pro-rated adjustment to the Fees.

15.2.0 Evernorth shall not reduce the Compensation/Fees set forth in **Appendix 1: Operating Budget** for any absence of Evernorth Personnel due to the following:

- i. PTO;
- ii. sick time not considered as short term disability under the then current Evernorth policies;
- iii. closure of the Client's work site(s) within which the Evernorth Personnel provides services under this Agreement, due to Client or other reasons beyond Evernorth's control, such as inclement weather, acts of nature, pandemic, or acts of the public enemy; and
- iv. Short term disability or caregiver leave for which the Evernorth Personnel is paid.

16 NON-SOLICITATION

16.1 During the term of this Agreement, and for a period of one (1) year after expiration or termination of this Agreement for any reason, Client shall not directly or indirectly, alone or in concert with others, solicit or entice an employee or independent contractor engaged by Evernorth to provide services under this Agreement, to leave the employment or engagement of Evernorth in order to provide substantially similar services as those provided in this Agreement, to or on behalf of Client, or to otherwise work in competition with Evernorth. Should there be a termination of this Agreement and Client desires to have a Evernorth Personnel work for Client or another health center vendor or otherwise serve in a similar capacity to benefit Client within one (1) year following termination of this Agreement, Client agrees that it shall reimburse Evernorth all severance costs Evernorth has paid to any and all Evernorth Personnel resulting from a termination of this Agreement.

17 INDEMNIFICATION

17.1 **Evernorth Indemnification**. Evernorth, its successors and assigns, assumes liability for, and shall indemnify, defend, protect, and hold Client and its officers, directors, employees, and agents and Affiliates (each, a "Client Indemnitee") harmless from and against any and all claims, actions, suits, proceedings, costs, liabilities, judgments, obligations, losses, penalties, damages and expenses, including reasonable legal fees and

expenses, of whatsoever kind or nature: (i) to the extent caused in whole or in part by Evernorth's own negligent acts or omissions in connection with its performance under this Agreement; (ii) arising out of Evernorth's intentional misconduct in connection with its performance under this Agreement; or (iii) arising out of any violation by Evernorth of any law pertaining to the Services.

17.2 Client Indemnification. Client, its successors and assigns, assumes liability for, and shall indemnify, defend, protect, and hold Evernorth and its officers, directors, employees, agents and Affiliates (each, a "Evernorth Indemnitee") harmless from and against any and all claims, actions, suits, proceedings, costs, liabilities, judgments, obligations, losses, penalties, damages and expenses, including reasonable legal fees and expenses, of whatsoever kind or nature: (i) to the extent caused in whole or in part by Client's own negligent acts or omissions, directly or indirectly arising out of or in connection with this Agreement; (ii) arising out of Client's intentional misconduct in connection with its performance under this Agreement; or (iii) arising out of any violation by Client of any law pertaining to this Agreement, including but not limited to Client's obligations regarding the Build-Out and maintenance of the Health Center space.

17.3 Notice of Claims. Each Party will give notice as promptly as practicable to the other Party of any third-party claims for which it is obligated to provide indemnification. Each Party shall cooperate in all reasonable respects with the other Party and its attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom.

17.4 Limitation of Liability. Notwithstanding any other provision in the Agreement, in no event will either Party be liable to the other Party hereto, in contract, tort or otherwise be liable for, nor will the measure of damages include: (i) any indirect, incidental, special or consequential damages (including lost revenue, profits or savings) arising out of or relating to its performance under this Agreement; or (ii) punitive damages.

18 INSURANCE

18.1 Evernorth will maintain at its own cost all necessary insurance (which shall include as a minimum, the requirements set forth below), for damages caused or contributed to, by Evernorth and insuring Evernorth against third party claims arising out of or resulting from activities or services performed by Evernorth during the Term of this Agreement:

18.1.1 Statutory worker's compensation for Evernorth Personnel in accordance with applicable laws.

18.1.2 Employer's Liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence.

- 18.1.3 Commercial General Liability insurance insuring against claims for bodily injury, property damage, completed operations and contractual liability with a limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate.
- 18.1.4 Automobile liability insurance covering all vehicles owned, non-owned, hired and leased only when utilized in the performance of Services under this Agreement, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00).
- 18.1.5 Managed Care Errors and Omissions insurance in an amount of not less than One Million Dollars (\$1,000,000) per claim.
- 18.1.6 Medical Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per claim, Three Million Dollars (\$3,000,000) in the aggregate.

18.2 Client's Property and Liability Insurance. Client agrees and acknowledges Client is the owner or lessee of the Facility and owner all of Health Center Contents other than Evernorth Equipment (as defined in Section 10). During the Term of this Agreement, Client shall be solely responsible for maintaining property and casualty insurance coverage insuring against the loss or damage of the Facility and the Health Center Contents. Cover for the Health Center Contents shall be in an amount not less than full replacement cost of such Health Center Contents. In addition, such property and casualty insurance shall cover Evernorth Equipment to the extent that any loss or damage to such Evernorth Equipment is not due to the negligent acts or omissions or intentional misconduct of Evernorth or Evernorth Personnel, and shall be in an amount not less than the full replacement cost of the Evernorth Equipment. Further, Client may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect itself against claims which may arise from operations under the Agreement.

19 GOVERNING LAW; DISPUTE RESOLUTION

- 19.1** The terms of this Agreement, including attachments and exhibits, and all matters relating to these services, shall be governed by, and construed in accordance with, the substantive laws of the state of **[INSERT STATE WHERE CLIENT IS LOCATED]** and federal law, as applicable.
- 19.2** Parties agree that they shall meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Such negotiation shall be a condition precedent to the filing of any arbitration demand by either Party. Any controversy, dispute or claim arising out of or relating to this Agreement, including its performance or

breach, and including any question regarding its interpretation, existence, validity or termination, that cannot be resolved informally, shall be resolved by way of binding arbitration.

19.3 The arbitration shall be administered by the American Arbitration Association (“AAA”) and conducted in Phoenix, Arizona or such other location as may be agreed to by the Parties, in accordance with the Commercial AAA rules, as they are in effect when the arbitration is filed. The binding arbitration shall be conducted by a single, neutral arbitrator knowledgeable in the health care or insurance industries or a retired judicial officer. If the Parties are unable to agree on the choice of the arbitrator, an arbitrator shall be appointed in accordance with the AAA rules. Any such dispute will not be resolved by a lawsuit or resort to court process, except as the Federal Arbitration Act provides for judicial review of arbitration proceedings. Arbitration under this provision will take place on an individual basis; class arbitrations and class actions are not permitted. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, shall also apply to the arbitration. Civil discovery may be taken in such arbitration as provided by Arizona law and civil procedure. The arbitrator shall have the power to control the timing, scope, and manner of the taking of discovery and shall have the power to enforce the Parties’ respective duties concerning discovery. The arbitrator shall have the power to grant all legal remedies and award damages as provided by state and/or applicable federal law except that punitive damages shall not be awarded.

19.4 The Parties agree to be bound by the decision of the arbitrator. The Parties further agree that each Party shall share in the costs and fees of the arbitrator and arbitration administration fees charged by AAA, but each Party shall be responsible for their own attorneys’ fees, costs and expenses.

19.5 The arbitrator shall prepare in writing an award that indicates the prevailing Party or Parties, the amount and other relevant terms of the award, and that includes the legal and factual reasons for the decision. The requirement of binding arbitration shall not preclude either Party from seeking a temporary restraining order or preliminary injunction or other provisional remedies from a court of competent jurisdiction in Arizona; however, any and all other claims or causes of action, including, but not limited to, those seeking damages, shall be subject to binding arbitration as provided herein.

20 ASSIGNMENT AND DELEGATION OF DUTIES

Neither Party may assign their duties, rights, or interests under this Agreement unless the other Party shall so approve by written consent, provided however, that Evernorth may at its sole discretion assign its duties, rights and interest under this Agreement in whole

or in part to a subsidiary or Affiliate or may delegate any and all of its duties in the ordinary course of business to a subsidiary or Affiliate.

21 BINDING EFFECT

This Agreement shall inure to the benefit of and bind the respective successors and assigns of the Parties hereto.

22 TAXES

22.1 Evernorth will be responsible for any applicable sales, use, or other like taxes (hereinafter, “tax” or “taxes”) attributable to periods on or after the agreement date based upon or measured by Evernorth’s fees for performing or furnishing the services. To the extent Evernorth is required to collect such taxes under applicable law, Evernorth will separately state the amount of tax due on its invoices to Client.

23 FORCE MAJEURE

23.1 **Default.** Neither Party will be in default or otherwise liable for any delay or failure of its performance under this Agreement to the extent such delay or failure is due to causes beyond the reasonable control of said Party such as, but not limited to, acts of God, acts of public enemy, the elements, adverse weather conditions, fire, floods, riots, strikes, accidents, disease, pandemic, war, governmental requirement, order or shutdown, act of civil or military authority, manufacturer delays, labor or transportation difficulties, acts or omissions of transportation common carriers, or other cause beyond the reasonable control and without the fault or negligence of the affected Party (“Force Majeure Event”). Additionally, Client understands that in the event of a Force Majeure Event Evernorth’s ability to perform in part or in total, or ability to perform onsite, may be limited to the extent required by Evernorth HR minimal standards policies for the protection of Evernorth employees.

23.2 **Contingency Planning.** If Client requests that Evernorth implement contingency plans or actions to prevent, circumvent or cure the adverse effect of a Force Majeure Event, Client shall be responsible for reimbursing Evernorth for the cost of their implementation during a Force Majeure Event.

24 SURVIVAL

The terms of Sections 6, Term and Termination; 7 Operating Expenses, Compensation, Reporting, and Payments; 9, Notices; 10, Ownership; 11, Evernorth General Warranties; 12, Client General Warranties; 13, Confidential Information; 16, Non-Solicitation; 17,

Indemnification; 18, Insurance; 19, Governing Law; Dispute Resolution; 21, Binding Effect; 22, Taxes; 24, Survival; and 25.7, Third Party Beneficiaries shall survive termination or expiration of this Agreement.

25 MISCELLANEOUS

- 25.1 Contract Interpretation, Captions, Section Numbers.** Article, section and paragraph numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any reference to a particular Section of the Agreement will be deemed to include reference to any and all subsections thereof.
- 25.2 Exhibits.** All exhibits and schedules referred to or attached to this Agreement and all appendices thereto are integral parts of the Agreement as if fully set forth herein. All capitalized terms used in such exhibits and schedules and all appendices thereto shall be as defined in this Agreement, unless otherwise indicated in the exhibit schedule or appendix.
- 25.3 Neither Party Deemed Drafter.** Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision or played a greater role in the preparation of subsequent drafts, the Parties agree that neither of them will be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof will be construed in favor of one Party on the ground that such provision was drafted by the other.
- 25.4 Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will be deemed the same agreement.
- 25.5 Entire Agreement; Order of Precedence.** This Agreement, the Exhibits, Schedules, Attachments, and all documents expressly referred to in this Agreement, contains the entire understanding between the Parties with respect to the subject matter of this Agreement, and all prior or contemporaneous promises, representations, agreements or understandings are expressly merged herein and superseded hereby. The persons signing this Agreement personally warrant that they are authorized to sign the Agreement on behalf of, and to bind, the Party whom they represent in so signing.
- 25.6 Severability.** If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) will be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties; the Parties will replace the severed provision with the provision that will come closest to reflecting the intention

of the Parties underlying the severed provision but that will be valid, legal, and enforceable.

25.7 No Third Party Beneficiaries. The Parties specifically disavow any desire or intention to create a third party beneficiary contract, and specifically declare that no person, except for the Parties and their permitted assigns, if any, shall have any rights hereunder nor any right of enforcement.

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

CLIENT NAME	EVERNORTH DIRECT HEALTH, LLC
By: _____	By: _____
Name: _____	Name: <u>Jeffrey T. Perry, DBA, PhD</u>
Title: _____	Title: <u>Chief Operating Officer, Vice President</u>
Date: _____	Date: _____

EXHIBIT A DEFINITIONS

“Affiliate” means, with respect to a Party, any entity that controls, is controlled by, common control with, such Party.

“Business Day” means any week day other than a day designated as a holiday by the United States Postal Service as revised from time to time provided such Business Day does not conflict with a Evernorth or Client recognized holiday.

“Evernorth Personnel” means the Clinical Personnel and any Health Coach (R.N. coach or health educator) hired by Evernorth.

“Clinical Personnel” means the Evernorth Personnel health care professionals hired by Evernorth as employees to perform services for Client under this Agreement. Evernorth Personnel include Health Center Personnel (Nurse Practitioner, Medical Assistant) and Health Coach who provide education and health coach services, but not professional medical services. Evernorth Personnel does not include third party subcontractors performing services under this Agreement. Evernorth Personnel does not include anyone hired by Client or contracted with Client directly to provide any services related to this Agreement.

“FTE” means full-time equivalent. One FTE is equivalent to one employee working full-time. Full-time is defined as regularly working a forty hour week.

“Health Coach” is a Evernorth Personnel who provides health coach services for Client under this Agreement.

“Implementation Costs” means those costs associated with project management and Evernorth Personnel services prior to Health Center opening, including onsite consultations by Evernorth Operations and Clinical teams; quality assurance reviews; and initial training for Evernorth Personnel.

“Infrastructure/Management Fee” means those costs associated with centralized administrative functions, such as procurement of supplies and liability insurance, support services (regulatory, compliance, and finance), and reporting and data integration.

“Provider” means a duly licensed physician, advance practice registered nurse or physician assistant.

“Other Direct Expenses” means expenses related to the day-to-day operation of the Health Center, including, but not necessarily limited to: continuing medical education; postage and printing; marketing; ongoing training and education; overhead expenses, supplies, and ongoing travel (Evernorth Direct Health management coming to site).

“Personnel” of a Party means the direct and indirect employees, subcontractors, and agents of such Party.

“Salaries and Benefits” means the cost of wages paid to Evernorth Personnel, including local physician oversight/medical director or temporary staff, providing Services at the Health Center, plus payroll, related taxes and benefits (including paid time off where applicable.)

“Supplies” means consumables related to the operation of the Health Center, i.e., office supplies, non-medical supplies, and medical supplies necessary for the proper delivery of Services to Participants, and pharmaceutical/flu serum supplies necessary to meet the pharmaceutical and immunization needs of Participants served at the Health Center.

“Systems Expenses” means expenses associated with Employee Health Record (EHR) licenses; system costs of data circuits, routers, printers, etc.; systems support; and equipment fee for use of computers maintained and periodically replaced by Evernorth and support.

Appendix 1 – Operating Budget
ADD BUDGET APPENDIX HERE

DRAFT

Appendix 2 – Health Coach Services

1. Onsite Wellness Coaching (80%)

Health Coach shall provide one-on-one coaching sessions for Participants on topics, including:

- i. Nutrition
 - a. Establish nutritional health goals collaboratively;
 - b. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the coaching plan; and
 - c. Deliver topic-specific education and referrals, as needed.
- ii. Physical Activity
 - a. Establish coaching duration and frequency collaboratively between Participant and Health Coach based on the coaching plan; and
 - b. Deliver topic specific education and referrals, as needed.
- iii. Wellness Education and Referrals For:
 - a. Prevention;
 - b. Women’s issues (includes menopause, infertility);
 - c. Children’s health issues (includes the importance of vaccines, healthy eating, exercise, etc.);
 - d. Men’s health;
 - e. Sleep;
 - f. Stress;
 - g. Weight;
 - h. Other health topics and concerns; and
 - i. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the coaching plan.
- iv. High Blood Pressure:
 - a. Establish blood pressure reduction goals collaboratively (Participant, physician and Health Coach);
 - b. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the coaching plan;
 - c. Deliver condition-specific education and referrals, as needed; and
 - d. Identify any Gaps in Care (“GIC”) and educate and assist in closing the GICs.
- v. High Cholesterol
 - a. Establish cholesterol reduction goals collaboratively (Participant, physician and Health Coach);
 - b. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the coaching plan;

- c. Deliver condition-specific education and referrals, as needed; and
- d. Identify any Gaps in Care (“GIC”) and educate and assist in closing the GICs.
- vi. Maternity
 - a. Education on and referrals to Health Pregnancy/Healthy Baby program (if purchased by Client) or Healthy Babies;
 - b. Education on the importance of prenatal care;
 - c. Leverage clinical guidelines used in existing programs; and
 - d. Coordinate with a lactation consultant.
- vii. Benefits Navigation
 - a. Deliver basic information concerning benefit resources and tools to maximize benefits, including cost and quality tools, mycigna.com resources, etc.;
 - b. Refer to Client Human Resources contact for detailed plan questions, concerns, and issues requiring escalation;
 - c. Education and referrals to plan clinical programs (internal and external); and
 - d. Assist employees with health care professional referrals, (e.g., primary care physician or specialist referrals in the Cigna network).

2. Onsite Wellness Promotion (20%)

Health Coach shall support onsite wellness promotion events and activities for Client employee population, including:

- i. Support One Annual Biometric Event
 - a. Assist with event logistics: suggest times of biometric event, measurements of location space for holding event, and conduct a pre-event interest survey to gauge estimated participation;
 - b. Assist with biometric consultations on the day of biometric event; and
 - c. Promote the event, including posting signage.
- ii. Support Health Risk Assessment (“HRA”) Completion
 - a. Assist with HRA surveys delivered annually to employees;
 - b. Provide wellness coaching and consultations on HRA results; and
 - c. Referrals to clinical programs where appropriate based on HRA results.
- iii. Deliver Onsite Group Seminars
 - a. Plan and deliver up to three (3) seminars per quarter, which may be presentation- style “lunch and learn” or a seminar.
- iv. Deliver Annual Workshops
 - a. Plan and deliver up to two (2) workshop per calendar year. A workshop is interactive and includes learning activities, and a workshop can be delivered in a single session or multiple sessions.
- v. Support Annual Flu Shot Event

- a. Assist with event logistics; suggest times of flu shot Health Center event, measurements of location space for holding event, conduct a pre-event interest survey to gauge estimated participation; and
 - b. Promote the event, including posting signage.
 - vi. Miscellaneous
 - a. Staff a monthly “Stop By” booth theme that is specific to each month and do the same at annual Wellness Fair;
 - b. Develop, monitor and manage a bulletin board topic of the month;
 - c. Engage employees to establish coaching referrals;
 - d. Work in collaboration with the Cigna HealthCare account team to analyze health spending trends and related actions (CAP report analysis); and
 - e. Attend Client wellness committee steering meetings.
- 3. Client and Evernorth Health Coach Office and IT Requirements.

The Parties shall provide the space and equipment necessary for Health Coach to provide the Health Coach Services herein, as described below:

 - 3.1 Client Provisions for Health Coach Office. Client shall provide and maintain a Health Coach Office in accordance with the following requirements:
 - i. Office Location. Health Coach Office shall be located in an area that:
 - a. has viable and reliable wireless internet connectivity, preferably not on a basement or underground level; and
 - b. is an accessible area for the general employee population and has access to restrooms and other facility services (cafeteria, break room, etc.)
 - ii. Office Layout. Health Coach Office layout requirements include:
 - a. Provides a private environment for Health Coach/employee conversation;
 - b. 120 - 180 square feet of office space;
 - c. Locking office door(s);
 - d. Locking file cabinet and/or locking cabinet;
 - e. At least one (1) electrical outlet;
 - f. One (1) desk with locking drawers (locking desk drawers are not necessary if have locking file cabinet and/or locking cabinet);
 - g. Two (2) chairs (one (1) for Health Coach and one (1) for employee).
 - iii. Office Signage. Appropriate signage can be placed on or outside the Health Coach office door which:
 - a. Identifies the office as the Health Coach office; and
 - b. Identifies hours Health Coach is on the campus and a phone number to contact the Health Coach when not in the office but is onsite.

- iv. Health Coach Information Box. A secured Information box (to be opened only by Health Coach) placed outside the Health Coach office for employees to drop messages when the Health Coach is and/or is not onsite.
- v. Bulletin Board. A bulletin board that can be placed at the various campus or building locations so that the Health Coach can post health related information. The board will be updated no less frequently than monthly based on the health topic for the month, etc.
- vi. Phone. Client to provide or arrange for the provision of the following:
 - a. Client provided telephone within Client network, preferably with speaker phone, voicemail access and message capabilities (including remote access), call waiting, and the ability to make and receive local, long distance and toll-free calls.

3.2 Evernorth Provisions for Health Coach Office. At its sole cost and expense, unless otherwise indicated therein, Evernorth shall provide or arrange for the provision of those Evernorth obligations set forth below:

- a. Evernorth Laptop for Health Coach;
- b. Two Evernorth printers which will be connected to the Evernorth Laptop for Health Coach reports (one is print/fax/scan black printer - color printer is for Health Coach reports requiring color);
- c. Paper shredder;
- d. Air card and cell phone for our Health Coaches; and
- e. Evernorth IT supports this IT equipment above provided to our Evernorth onsite health coaches.

APPENDIX 3

BUSINESS ASSOCIATE ADDENDUM

(For Population Health Services)

This Business Associate Addendum (this “**Addendum**”) is entered into by and between **Client Name** (“**Client**”), on behalf of itself and its operating subsidiaries and affiliates as Plan Sponsor of the group health plan (“**Plan**”), and Evernorth Direct Health, LLC (“**Supplier**”), on behalf of itself and its operating subsidiaries and affiliates, and is effective as of **_____**, 2022 (the “**Effective Date**”). Each party’s rights and obligations under this Addendum shall extend to its operating subsidiaries and affiliates.

WHEREAS, Client and Supplier have entered or will enter into certain agreements (“**Supplier Agreements**”) under which Supplier provides certain population health related services to Client (and its operating subsidiaries and affiliates) which may involve the use or disclosure of Protected Health Information (“**PHI**”); and

WHEREAS, the services provided by Supplier to Client may cause Supplier to be considered a “**Business Associate**” under the privacy and security regulations issued under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”), as set forth in 45 C.F.R. Parts 160 and 164, and as amended by the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), Public Law 111-5 (collectively, the **HIPAA Privacy and Security Rules**”); and

WHEREAS, Client and Supplier wish to enter into this Addendum to comply with the requirements of the **HIPAA Privacy and Security Rules**.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and the provision of **PHI** by Client to Supplier under the **Supplier Agreements** in reliance on this Addendum, the parties agree as follows:

I. GENERAL PROVISIONS

Section 1. Effect. As of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of (as applicable) any Agreements entered into between Client and Supplier to which this Addendum applies including all exhibits or other attachments to, and all documents incorporated by reference in, any such applicable agreements (individually and collectively any such applicable agreements are referred to as the “**Agreement**”). This Addendum sets out terms and provisions relating to the use and disclosure of Protected Health Information (“**PHI**”) without written authorization from the Individual. To the extent there is a conflict between the Agreement and this Addendum, this Addendum shall control.

Section 2. Amendment to Comply with Law. Supplier, on behalf of itself and its affiliates, parents and subsidiaries that perform services under the Agreement (collectively referred to as “**Supplier**”), Employer (also referred to as “**Plan Sponsor**”), and the group health plan that is the subject of the Agreement (also referred to as the “**Plan**”) agree to amend this Addendum to the extent necessary to allow either the Plan or Supplier to comply with applicable laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 to 164) (“**HIPAA Privacy and Security Rules**”).

Section 3. Relationship of Parties. The parties intend that Supplier is an independent contractor and not an agent of the Plan or the Plan Sponsor.

II. PERMITTED USES AND DISCLOSURES BY Supplier

Section 1. Uses and Disclosures Generally. Except as otherwise provided in this Addendum, Supplier may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Plan as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by the Plan. Supplier shall not further use or disclose PHI other than as permitted or required by this Addendum, or as required by law.

Section 2. To Carry Out Plan Obligations. To the extent Supplier is to carry out one or more of the Plan’s obligations under Subpart E of 45 C.F.R. Part 164, Supplier agrees to comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations.

Section 3. Management and Administration.

- (A) Supplier may use PHI for the proper management and administration of Supplier or to carry out the legal responsibilities of Supplier.
- (B) Supplier may disclose PHI for the proper management and administration of Supplier, provided that disclosures are: (a) required by law; or (b) Supplier obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies Supplier of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Supplier may use or disclose PHI to provide Data Aggregation services relating to the Health Care Operations of the Plan, or to de-identify PHI. Once information is de-identified, this Addendum shall not apply.

Section 4. Required or Permitted By Law. Supplier may use or disclose PHI as required by law or permitted by 45 C.F.R. §164.512.

III. OTHER OBLIGATIONS AND ACTIVITIES OF Supplier

Section 1. Receiving Remuneration in Exchange for PHI Prohibited. Supplier shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless an authorization is obtained from the Individual, in accordance with 45 C.F.R. §164.508, that specifies whether PHI can be exchanged for remuneration by the entity receiving PHI of that individual, unless otherwise permitted under the HIPAA Privacy Rule.

Section 2. Limited Data Set or Minimum Necessary Standard and Determination. Supplier shall, to the extent practicable, limit its use, disclosure or request of Individuals' PHI to the minimum necessary amount of Individuals' PHI to accomplish the intended purpose of such use, disclosure or request and to perform its obligations under the underlying Agreement and this Addendum. Supplier shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure.

Section 3. Security Standards. Supplier shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.

Section 4. Protection of Electronic PHI. With respect to Electronic PHI, Supplier shall:

- (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic

PHI that Supplier creates, receives, maintains or transmits on behalf of the Plan as required by the Security Standards;

- (B) Ensure that any agent or subcontractor to whom Supplier provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information; and,
- (C) Promptly report to the Plan any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the HIPAA Security Rule. In the event of a Security Incident, Supplier shall report to the Plan in writing (i) any actual, successful Security Incident within ten (10) business days of the date on which Supplier first becomes aware of such actual, successful Security Incident and (ii) to the extent commercially reasonable, the Plan may request Supplier to report in writing attempted but unsuccessful Security Incidents involving PHI of which Supplier becomes aware, provided however that such reports are not required for trivial and routine incidents such as port scans, attempts to log-in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware and pings or other similar types of events.

Section 5. Reporting of Violations. Supplier shall report to the Plan any use or disclosure of PHI not provided for by this Addendum of which it becomes aware. Supplier agrees to mitigate, to the extent practicable, any harmful effect from a use or disclosure of PHI in violation of this Addendum of which it is aware.

Section 6. Security Breach Notification. Supplier will notify the Plan of a Breach (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) without unreasonable delay and, in any event, within ten (10) business days after Supplier's discovery of same. This notification will include, to the extent known:

- i. the names of the individuals whose PHI was involved in the Breach;
- ii. the circumstances surrounding the Breach;
- iii. the date of the Breach and the date of its discovery;
- iv. the information Breached;
- v. any steps the impacted individuals should take to protect themselves;
- vi. the steps Supplier is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,
- vii. a contact person who can provide additional information about the Breach.

For purposes of discovery and reporting of Breaches, Supplier is not the agent of the Plan or the Employer (as “agent” is defined under common law). Supplier will investigate Breaches, assess their impact under applicable state and federal law, including HITECH, and make a recommendation to the Plan as to whether notification is required pursuant to 45 C.F.R. §§164.404-408 and/or applicable state breach notification laws. With the Plan’s prior approval, Supplier will issue notices to such individuals, state and federal agencies – including the Department of Health and Human Services, and/or the media – as the Plan is required to notify pursuant to, and in accordance with the requirements of applicable law (including 45 C.F.R. §§164.404-408). In the event of a Breach affecting multiple Supplier clients where Supplier believes notification to affected individuals is required in accordance with applicable law, Supplier reserves the right to issue notifications to the affected individuals without Plan approval.

Supplier will pay the costs of issuing notices required by law and other remediation and mitigation which, in Supplier’s discretion, are appropriate and necessary to address the Breach. Supplier will not be required to issue notifications that are not mandated by applicable law. Supplier shall provide the Plan with information necessary for the Plan to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by 45 C.F.R. §164.408(c).

Section 7. Disclosures to and Agreements with Third Parties. Supplier agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Supplier agree to the same restrictions, conditions and requirements that apply to Supplier with respect to such information.

Section 8. Access to PHI. Supplier shall provide an Individual with access to such Individual's PHI contained in a Designated Record Set in response to such Individual's request in the time and manner required in 45 C.F.R. §164.524.

Section 9. Availability of PHI for Amendment. Supplier shall respond to a request by an Individual for amendment to such Individual’s PHI contained in a Designated Record Set in the time and manner required in 45 C.F.R. §164.526.

Section 10. Right to Confidential Communications and to Request Restriction of Disclosures of PHI. Supplier shall respond to a request by an Individual for confidential communications or to restrict the uses and disclosures of PHI contained in such Individual’s Designated Record Set in the time and manner required by 45 C.F.R. §164.522. Supplier shall not be obligated to agree to, or implement, any restriction, if such restriction would hinder Health Care Operations or the provision of the functions,

activities or services, unless such restriction would otherwise be required by 45 C.F.R. § 164.522(a).

Section 11. Accounting of PHI Disclosures. Supplier shall provide an accounting of disclosures of PHI to an Individual who requests such accounting in the time and manner required in 45 C.F.R. §164.528.

Section 12. Availability of Books and Records. Supplier hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Supplier on behalf of the Plan, available to the Secretary for purposes of determining the Plan's compliance with the Privacy Rule.

Section 13. Standard Transactions. Supplier certifies that it conducts any applicable transactions that are subject to the HIPAA standard transaction rules (45 C.F.R. Parts 160-164) as required under such rules.

IV. TERMINATION OF AGREEMENT WITH Supplier

Section 1. Termination Upon Breach of Provisions Applicable to PHI. Any other provision of the Agreement notwithstanding, the Agreement may be terminated by the Plan upon prior written notice to Supplier in the event that Supplier materially breaches any obligation of this Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice.

If Supplier knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of the Plan's duties and obligations under this Addendum, Supplier shall provide a reasonable period of time, as agreed upon by the parties, for the Plan to cure the material breach or violation. Provided, however, that, if the Plan does not cure the material breach or violation within such agreed upon time period, Supplier may terminate the Agreement at the end of such period.

Section 2. Use and Disclosure of PHI upon Termination. The parties hereto agree that it is not feasible for Supplier to return or destroy PHI at termination of the Agreement; therefore, the protections of this Addendum for PHI shall survive termination of the Agreement, and Supplier shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

V. OBLIGATIONS OF THE PLAN AND PLAN SPONSOR

Section 1. Disclosures Generally. Except as otherwise provided for in this Addendum, the Plan will not request that Supplier use or disclose PHI in any manner that would not be permissible under HIPAA or HITECH if done by the Plan.

Section 2. Disclosures to the Plan or Third Parties. To the extent the Plan requests that Supplier disclose PHI either to the Plan or to a third party business associate acting for the Plan, the Plan represents and warrants that:

- (A) It only will request PHI for the purposes of Treatment, Payment, or Health Care Operations, or another permitted purpose under the HIPAA Privacy Rule;
- (B) The information requested is the minimum necessary to achieve the purpose of the disclosure; and
- (C) If the PHI is to be disclosed to a third party, the Plan has a business associate agreement in place with the third party.

Section 3. Disclosure to Plan Sponsor. To the extent the Plan requests that Supplier disclose PHI to the Plan Sponsor, the Plan and Plan Sponsor each represent and warrant that:

- (A) The information only will be used for one of the following purposes:
 - i. Plan Administration functions, as defined by the HIPAA Privacy Rule, and that the Plan Sponsor has executed the required plan amendment and certification allowing the disclosure, as set out in the HIPAA Privacy Rule;
 - ii. Enrollment functions, provided the information to be disclosed is limited to enrollment and disenrollment information; or
 - iii. To amend, modify, or terminate the Plan, or to obtain premium bids to provide health insurance coverage under the Plan, provided the information to be disclosed is limited to Summary Health Information, as defined in the HIPAA Privacy Rule; and
- (B) The information requested is the minimum necessary to achieve the purpose of the disclosure.

VI. DEFINITIONS FOR USE IN THIS ADDENDUM

Definitions. Certain capitalized terms used in this Addendum shall have the meanings ascribed to them by HIPAA and HITECH including their respective implementing

regulations and guidance. If the meaning of any term defined herein is changed by regulatory or legislative amendment, then this Addendum will be modified automatically to correspond to the amended definition. All capitalized terms used herein that are not otherwise defined have the meanings described in HIPAA and HITECH. A reference in this Addendum to a section in the HIPAA Privacy Rule, HIPAA Security Rule or HITECH means the section then in effect, as amended.

“Breach” means the unauthorized acquisition, access, use or disclosure of Unsecured Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. A Breach does not include any unintentional acquisition, access or use of PHI by an employee or individual acting under the authority of Supplier if such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with Supplier; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Supplier to another similarly situated individual at the same facility; and such information is not further acquired, accessed, used or disclosed without authorization by any person.

“Business Associate” means Supplier.

“Covered Entity” means the Plan.

“Designated Record Set” shall have the same meaning as the term "designated record set" as set forth in the Privacy Rule, limited to the enrollment, payment, claims adjudication and case or medical management record systems maintained by Supplier for the Plan, or used, in whole or in part, by Supplier or the Plan to make decisions about Individuals.

“Effective Date” shall mean the earliest date by which Supplier and the Plan must enter into a business associate agreement under 45 C.F.R. Part 164.

“Electronic Protected Health Information” shall mean PHI that is transmitted by, or maintained in, electronic media as that term is defined in 45 C.F.R. §160.103.

“Limited Data Set” shall have the same meaning as the term “limited data set” as set forth in 45 C.F.R. §164.514(e)(2).

“Protected Health Information” or “PHI” shall have the same meaning as set forth at 45 C.F.R. §160.103.

“Secretary” shall mean the Secretary of the United States Department of Health and Human Services.

“Security Incident” shall have the same meaning as the term "security incident" as set forth in 45 C.F.R. §164.304.

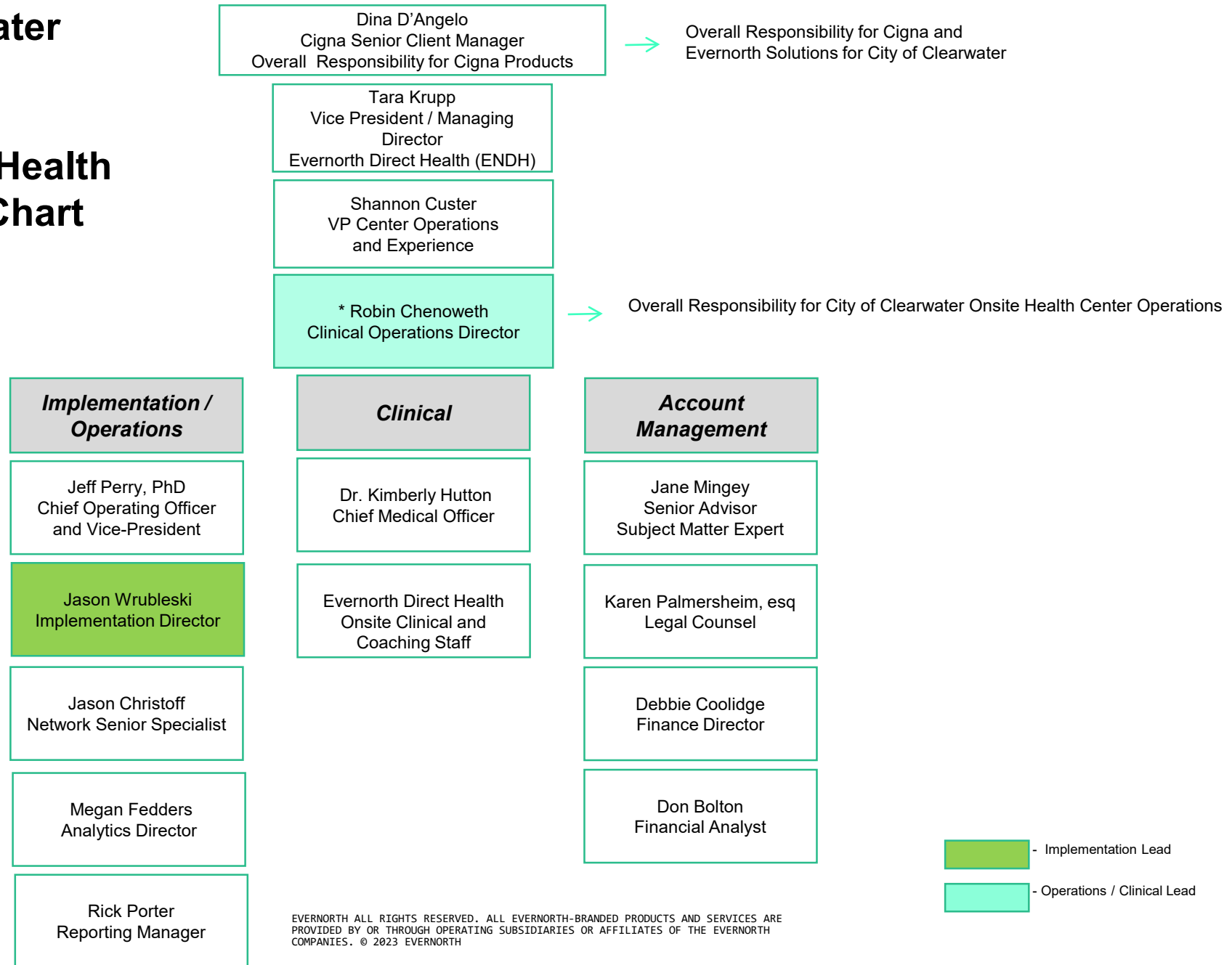
“Unsecured Protected Health Information” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of ARRA.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed as of the BAA Effective Date by their respective duly authorized representatives. Electronic signatures are acceptable and have the same binding effects as original signatures.

CLIENT	
Signature:	
Print Name:	
Title:	
Date:	
EVERNORTH DIRECT HEALTH, LLC	
Signature:	
Print Name:	Jeffrey T. Perry, DBA, PhD
Title:	Chief Operating Officer, Vice President
Date:	

City of Clearwater

Cigna and Evernorth Direct Health Account Team Chart





Name: Robin Chenoweth
Title: Director of Operations
Location: Harbor, NC

Robin Chenoweth has been with Cigna/Evernorth in the Operations Director role for the past 7 years. She has managed the City of Clearwater account this entire time. Previous experience was the same role for a competitor company for 6 years.

Robin has a background in nursing and ran her own Medicare Certified Home Health Agency to include Infusion Pharmacy and DME services.

In her free time, she is an avid runner, loves to travel and has 4 children and 4 grandchildren. She lives on the Outer Banks of North Carolina with her husband, John and her dog Karl and cat Gracie.



Health and Wellness Center

KPI Dashboard

City of Clearwater



Experience

100

Net Promoter Score
(YTD)



Utilization

5,345

Visit Count
(YTD)



Engagement

72%

Center Adoption
(Rolling 12)



Clinical

97%

Quality Composite
(YTD)



Financial

2.2

Return on Investment
(Rolling 12)

Operations Director

Robin Chenoweth

Years in Operation

7 Years 1 Month

Health Center Staff

6

Providers

Yelena Tarasenko, DO
Yolanda Terrell, PA

Care Team

Alexandria McCreery, MA
Andy Michelle Arroyo Andino, MA
Catherine Carin, MA
Tammy Swift, LPN



100

Net Promoter Score (YTD)

Previous Year Trend

↑ 4%

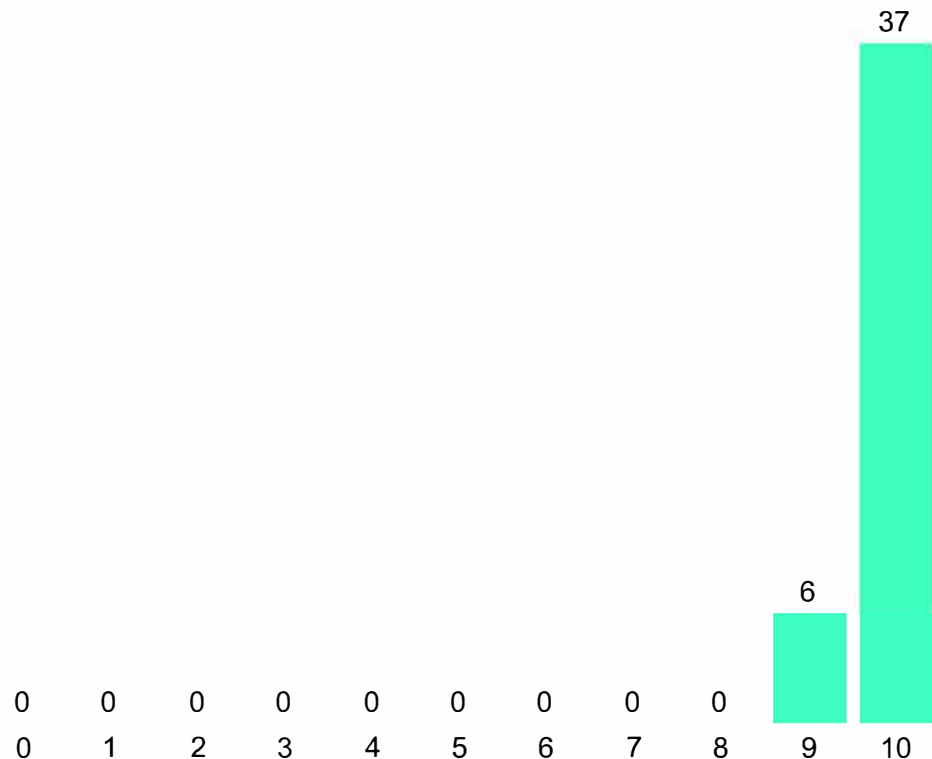
vs December 2021 (YTD)

Previous Month Trend

↑ 0%

vs November 2022 (YTD)

Net Promoter Score Response (YTD)



Satisfaction Overall (YTD)



Satisfaction Response

	YTD
Positive Responses	100%
Neutral Responses	0%
Negative Responses	0%
Total Responses	310
Total Surveys	43

Satisfaction Detail (YTD)





5,345

Visit Count
(YTD)

Previous Year Trend

↓ 5%

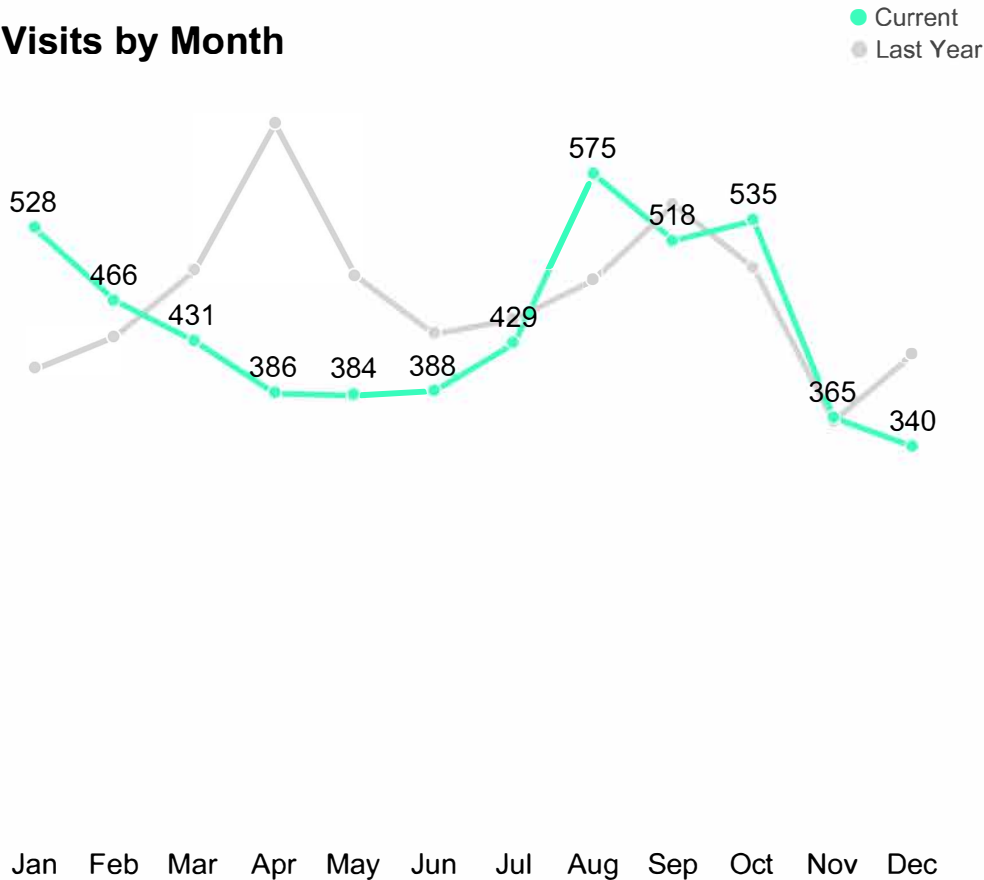
vs December 2021
(YTD)

Previous Month Trend

↓ 7%

vs November 2022
(Monthly)

Visits by Month



Appointment Counts

	YTD
No Show	807
Other Canceled	1,487
Completed Visits	5,345
Total Appointments	7,639

Access Metrics

	YTD
No Show Rate	13%
Same Day/Walk-in Rate	18%
Schedule Utilization	84%
Provider Utilization	77%

Service Type (Top 8)

	Dec	YTD
Provider Visits	246	3,690
Diagnostics	119	2,124
Vaccinations	52	869
Screenings	1	159
Occupational	14	147
Virtual Health	8	38
Patient Outreach	3	7
Wellness	0	4





72%

Center Adoption
(Rolling 12)

Previous Year Trend

↑ 10%

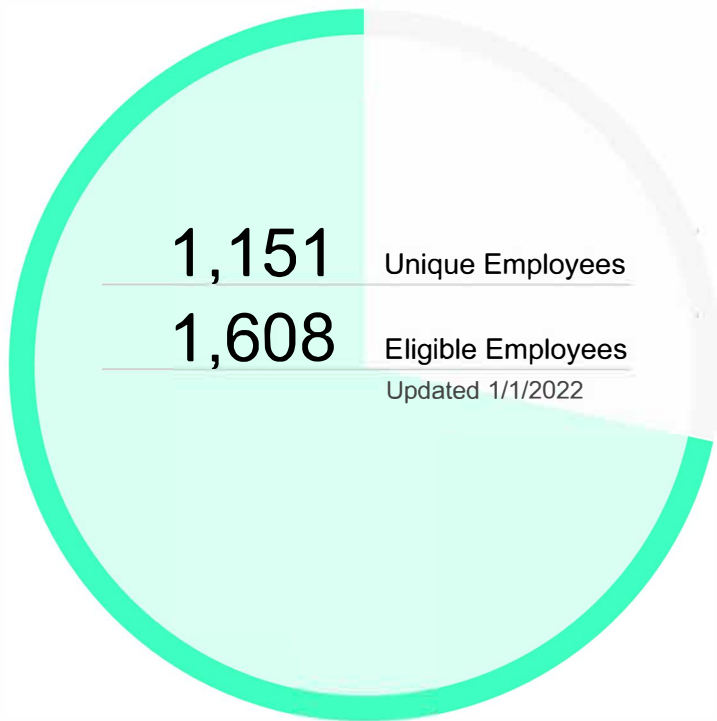
vs December 2021
(Rolling 12)

Previous Month Trend

↓ 1%

vs November 2022
(Rolling 12)

Center Adoption (Rolling 12)



Engagement Metrics

	Rolling 12
Encounters/Patient	6.1
Returning Patients	81%
MyChart Activation	67%
Telemed Adoption	3%

Patient Relationship

	Rolling 12
Employees	1,151
Dependents	47
Unknown	110
Total Patients	1,308

Patient Type

	Rolling 12
Medical Patients	1,206
Occupational Patients	136
Coached Customers	0
Total Customers	1,308

Patient Age

	Rolling 12
<20	5%
20-30	14%
30-40	19%
40-50	21%
50-60	24%
60+	17%





97%

Quality Composite
(YTD)

Previous Year Trend

↑ 1%

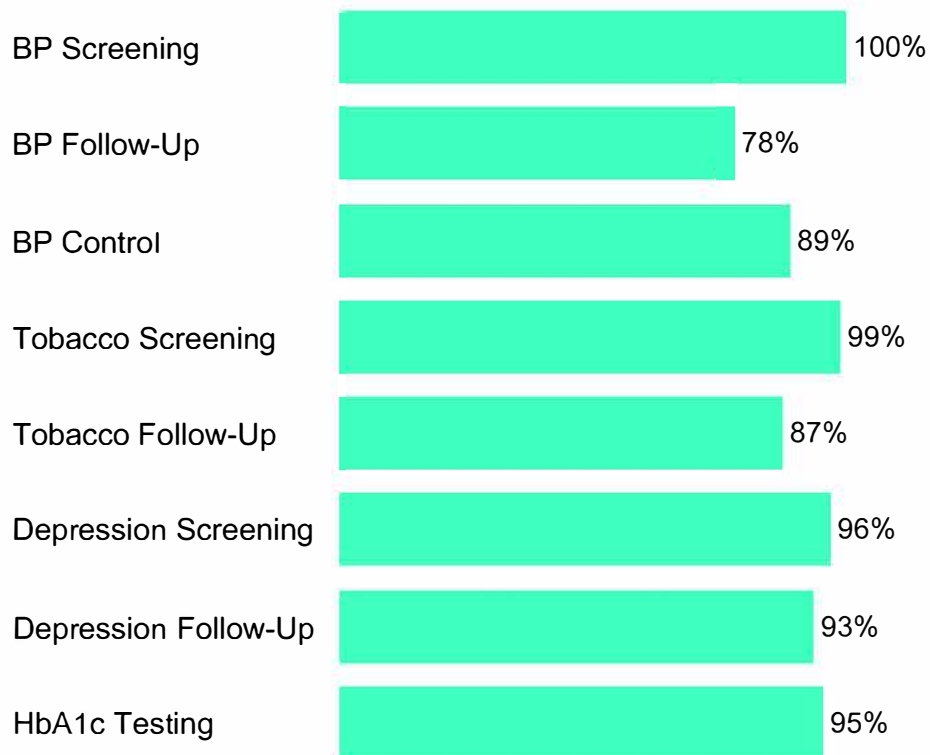
vs December 2021
(YTD)

Previous Month Trend

↑ 0%

vs November 2022
(YTD)

Quality Measures (YTD)



*N/A represents less than 10 qualifying encounters

Diagnosis Category

	YTD
Preventive	14%
Acute Illness	23%
Disease Management	19%
Multiple	44%

Gap Closures

	YTD
Lab Testing	1,694
Biometric Improvement	531
Screening	454
Visits	376
Immunization	3

Referral Group (Top 8 YTD)

	Count	Per 1000 Visits
Specialty Physician	306	86
Primary Care	143	40
Lifestyle Management	56	16
Allied Health Professional	12	3
Behavioral Health	3	1
Case Management	0	0
Coaching	0	0
Community Services	0	0





2.2

Return on Investment
(Rolling 12)

Previous Year Trend

↑ **7** %

vs November 2021
(Rolling 12)

Previous Month Trend

↓ **1** %

vs October 2022
(Rolling 12)

Savings Detail (Rolling 12)

		Current	Last Year
Replacement	Coaching Sessions	\$0	\$0
	Generic Rx Savings	\$55,152	\$50,580
	Lab Vendor Services	\$45,523	\$63,701
	Provider Visits	\$705,981	\$728,811
	Rx Vendor Services	\$112,495	\$102,261
	Urgent Care / ER Visits	\$201,148	\$191,062
	Avoidance	Acute PMPY Savings	\$25,654
Coaching PMPY Savings		\$0	\$0
Gap Closure Savings		\$1,213,612	\$1,294,841
High Value Referrals		\$16,926	\$30,380
Specialty Provider Visits		\$124,772	\$129,549
Productivity	Productivity Savings	\$428,781	\$437,314
Total Savings		\$2,930,044	\$3,028,499

**Due to a lag in financial reporting, all financial figures are as of the previous month.*

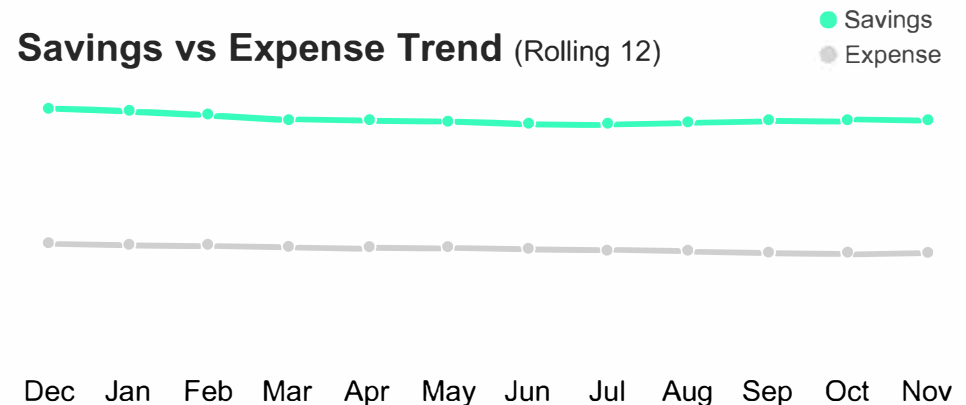
ROI Inputs

	Rolling 12
Center Visits	5,276
Coaching Sessions	0
Generic Prescriptions	7,684
Same Day Acute Visits	718
Specialty Referral Rate	12.1%

Budget Variance

	Rolling 12
Budget	\$1.6M
Expense	\$1.4M
Variance	\$223K
Utilization	85%

Savings vs Expense Trend (Rolling 12)



Experience

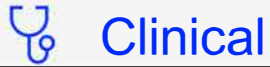
Net Promoter Score	Measures the willingness of patients to recommend the center to co-workers
Net Promoter Score Response	The count of responses to the NPS survey question grouped by the actual value given by the patient between 0 and 10
Satisfaction Detail	Patient satisfaction grouped by the provider, appointment scheduling and overall experience with the center
Satisfaction Overall	A measure of overall patient experience and satisfaction with the services provided to the customer
Satisfaction Response	Patient satisfaction grouped by response rating

Utilization

No Show	An appointment where the patient does not arrive on or before the scheduled time or cancels within 24 hours of an appointment
Provider Utilization	Percentage of available patient care time booked by patients for completed visits only
Same Day/Walk-in Rate	Percentage of appointments scheduled on the same day including walk-in visits
Schedule Utilization	Percentage of available patient care time booked by patients including no show, late cancelled and completed appointments
Scheduled Visits	An appointment that was scheduled by the patient prior to arriving for their visit
Service Type	Groups of services performed by the clinical staff during a completed visit or group activity
Visit	An encounter for a specific service including all in-person and telemedicine encounters (coded encounters)
Walk-in Visits	A visit where the patient did not schedule their visit prior to arriving

Engagement

Center Adoption	Percentage of employees who utilized the center in a rolling 12 month period
Coached Customers	Unique customers with a custom coaching visit
Eligible Employees	Total number of employees who have access to the center (client reported)
Medical Patients	Unique patients with a medical treatment service including in-person and telemedicine encounters
Occupational Patients	Unique patients with a visit for occupational health services
Patient Portal Activation	Percentage of patients who activated their Evernorth Direct Health patient portal account (excludes patients with only immunizations)
Returning Patient	Percentage of patients with two or more visits in a rolling 12-month period
Telemed Adoption	Percentage of patients who have had a telemedicine visit (excludes patients with only immunizations)
Total Customers	Unique customers/patients provided any type of service at the center
Unique Employees	Count of employees with at least one visit in the last 12 months



Acute Illness Visits	Percentage of visits with a diagnosis indicating an episodic illness or condition requiring attention
BP Control	Percentage of patients with a hypertension diagnosis whose blood pressure with adequate blood pressure control
BP Follow-Up	Percentage of patients without diagnosed hypertension who experienced a high blood pressure reading with a documented follow-up plan
BP Screening	Percentage of patients who were screened for high blood pressure during medical office visits
Biometric Improvement	Gaps closed from evidence-based improvement in chronic disease markers
Chronic Disease Visit Gap	Closure of gaps related to provider visits for chronic disease
Depression Follow-Up	Percentage of patients screening positive for depression with a documented follow-up plan
Depression Screening	Percentage of patients with an annual a PHQ2 or PHQ9 depression screen
Diagnosis Category	High level reason for an encounter based on ICD-10 diagnosis
Disease Management Visits	Percentage of visits with a diagnosis indicating ongoing management or treatment of chronic conditions
HbA1c Testing	Percentage of patients seen in the center with diabetes who had at least one hemoglobin A1c measurement during the calendar year
Immunization Gap Closure	Closure of gaps related to immunizations
Lab Testing Gap Closure	Closure of gaps related to evidence-based guidelines for monitoring of labs related to chronic disease
Multiple Diagnosis Visits	Percentage of visits where more than one diagnostic category was addressed (e.g. preventive and disease management)
Preventive Visits	Percentage of visits with a diagnoses indicating any type of preventive care, including screenings, immunizations, or annual physicals
Quality Composite	The consolidated compliance rate (weighted average) for applicable evidence based quality measures
Screening Gap Closure	Closure of gaps related to evidence-based guidelines for cancer and other health condition screenings
Tobacco Follow-Up	Percentage of patients identified as tobacco users who were provided with cessation counseling or intervention
Tobacco Screening	Percentage of patients screened for tobacco use during or prior to the measurement period



Additional Inpatient Cost Savings	Cost avoidance associated with the reduction in inpatient utilization for patients of the center compared to non-users less the estimated inpatient portion of gaps and referral savings
Avoidance Savings	A projected reduction of network utilization and cost of care based on the quality of care provided at the center
Brand Drugs Replacement	Value of replacing the utilization of brand drugs when a generic alternative was available
Budget	Total YTD budgeted expense amount for the center
Budget Utilization	A ratio of actual center expenses vs. the budgeted expense amount YTD
Budget Variance	The difference between the budgeted and actual expense amount YTD
Center Visits	An encounter for a specific service including all in-person and telemedicine encounters (coded encounters)
Coaching PMPY Savings	Cost avoidance associated with the projected reduction in total medical cost for members engaged in custom coaching compared to a matched control group of uncoached members.
Coaching Session Replacement	Value of replacing a custom coaching visit
Coaching Sessions	A personalized session with a coach for support and motivation to achieve evidence based goals
Expense	Total YTD invoiced amount to the client for the expense of the center
Gap Closure Savings	Cost avoidance associated with closing clinical gaps in care or improving clinical outcomes facilitated by a center provider
Generic Prescriptions	A generic prescription written by the provider as an alternative to a higher priced brand drug
High Value Referrals	Cost avoidance associated with referrals resulting in a visit with a high value network provider or Cigna program
Lab Vendor Services	Value of replacing diagnostic tests performed by lab vendors
Productivity Savings	Estimated savings associated with decreased absenteeism of employees engaged with their health attributed to center use, based on national productivity cost estimates
Provider Visit Replacement	Replacement of network provider visits valued and geographically adjusted based on codes used for billing outpatient procedures
Replacement Savings	Direct cost savings attributed to replacing services provided at the center that would have otherwise occurred in the network
Return on Investment	A ratio of savings associated with a reduction in network utilization, outcomes and productivity vs the operational expense of the center
Rx Vendor Services	Value of prescriptions written and filled at the center
Same Day Acute Visits	Walk-in or scheduled appointments on the same day where acute care was provided to the patient
Specialty Provider Visit Avoidance	Cost avoidance from reducing specialty visits based on location-specific referral rates compared to national referral rates
Specialty Referral Rate	Percentage of visits in which a referral to a specialist was made
Urgent Care / ER Visit Replacement	Value of replacing same day acute visits that would likely have resulted in a visit to the emergency room (5%) or urgent care (95%)



Thank You

Pre-Pack Medication
Inventory Report
City of Clearwater

Report Date

5/4/2023 8:21 PDRX

Vendor
Organization
CIGNA

Account
1012570

Item #	Medication	Lot #	Lot Qty	NDC #
110719	Acyclovir 400 MG 30 Oral Tablet			43063-0928-30
311534	albuteral sulfate HFA 90 mcg/actuation 18 Aerosol inhaler (Ventolin HFA)			66993-0019-68
333391	AmLODIPine Besylate 5 MG 90 Oral Tablet			72789-0261-90
108887	AmLODIPine Besylate 10 mg 90 Oral tablet			43063-0041-90
108886	AmLODIPine Besylate 10 MG 30 Oral Tablet			43063-0041-30
108888	AmLODIPine Besylate 5 MG 30 Oral Tablet			43063-0564-30
110503	Amoxicillin 500 MG 30 Oral Tablet			43063-0820-30
110607	Amoxicillin 875 MG 20 Oral Tablet			43063-0885-20
311902	Amoxicillin-Pot Clavulanate 875-125 MG 20 Oral Tablet			00143-9249-20
111153	Atenolol 50 MG 30 Oral Tablets			72789-0144-30
111144	Atenolol 50 MG 90 Oral Tablet			72789-0144-90
111141	Atenolol 25 MG 30 Oral Tablets			43063-0952-30
110762	Atenolol 25 MG 90 Oral Tablet			43063-0952-90
311706	Atorvastatin Calcium 40 MG 90 Oral Tablet			72205-0024-90
311707	Atorvastatin Calcium 80 MG 90 Oral Tablet			72205-0025-90
111090	Atorvastatin Calcium 40 MG 30 Oral Tablet			72789-0089-30
111073	Atorvastatin Calcium 20 MG 30 Oral Tablet			72789-0084-30
311678	Atorvastatin Calcium 20 MG 90 Oral Tablet			72205-0023-90
111167	Atorvastatin Calcium 10 MG 30 Oral Tablet			72789-0153-30
311705	Atorvastatin Calcium 10 MG 90 Oral Tablet			72205-0022-90
111062	Azithromycin 500 MG 3 Oral Tablet			72789-0066-03
311643	Azithromycin (Z-pack) 250 MG 6 TABLETS			51224-0022-06
111282	Benzonatate 200 MG 30 Capsule (TESSALON)			72789-0232-30
801041	blood sugar diagnostic 50 strips			53885-0244-50
311811	BuPROPion HCl XL 150 MG 30 24 hr tablet, extended release (WELLBUTRIN XL)			24979-0101-06
111413	BuPROPion HCl XL 150 MG 90 24 hr tablet, extended release (WELLBUTRIN XL)			72789-0301-90
312472	BuPROPion HCl XL 150 MG 30 24 hr tablet, extended release (WELLBUTRIN XL)			16729-0443-10
111038	CEFDINIR 300 MG 14 CAPSULES			72789-0054-14
110781	CEFDINIR 300 MG 14 CAPSULES			43063-0964-14
105301	Cephalexin 500 MG 30 Oral Capsule			43063-0536-30
111296	Ciprofloxacin HCl 500 MG 6 Oral Tablets			72789-0108-06
111110	Ciprofloxacin HCl 500 MG 20 Oral Tablets			72789-0108-20
111055	Citalopram Hydrobromide 40 MG 90 Oral Tablet			72789-0071-90
110036	Citalopram Hydrobromide 20 MG 90 Oral Tablet			43063-0683-90
109204	Citalopram Hydrobromide 20 MG 30 Oral Tablet			43063-0683-30
111201	Clindamycin HCl 300 MG 40 Oral Capsule			72789-0167-40
311981	Clotrimazole 1 % 15 topical cream			00536-1272-11
111017	Cyclobenzaprine HCl 10 MG 10 Oral Tablet			72789-0046-10
309835	Diclofenac Sodium 1% 100 Transdermal Gel			65162-0833-66
333126	DiphenhydrAMINE HCl 25 MG 30 ORAL CAPSULE			55289-0479-30
111437	DiphenhydrAMINE HCl 25 MG 30 ORAL CAPSULE			72789-0317-30
111275	Doxepin 10 MG 30 capsule (SINEquan)			72789-0220-30
103450	Doxepin 25 mg 30 capsule (SINEquan)			55289-0370-30
111045	Doxepin 25 mg 90 capsule (SINEquan)			55289-0370-90
100875	Doxycycline 100 MG 20 Oral tablet			55289-0866-20
333412	DOXYCYCLINE HYCLATE 100MG 20 TABLETS			72789-0276-20
103168	Enalapril Maleate 10 MG 90 Oral Tablet			55289-0591-90
111431	Enalapril Maleate 20 MG 90 Oral Tablets			72789-0318-90
110293	Escitalopram Oxalate 10 MG 90 Oral Tablets			43063-0761-90
333146	FAMOTIDINE 20 MG 90 Oral Tablet			43063-0695-90
111256	Fluconazole 150 MG 2 Oral Tablet			72789-0209-02
311357	Fluticasone Propionate 50 MCG/ACT 16 Nasal Suspension			00054-3270-99
110195	Gemfibrozil 600 MG 60 Oral Tablet			43063-0745-60
100659	Glimepiride 4 MG 90 Oral Tablet			43063-0122-90
333150	Glimepiride 2 MG 90 Oral Tablet			43063-0698-90
111137	GlipiZIDE 5 MG 90 Oral tablet			72789-0130-90
111406	Hydrochlorothiazide 25 MG 30 Oral Tablets			72789-0296-30
111188	Hydrochlorothiazide 12.5 MG 30 Oral Capsule			72789-0176-30
111191	Hydrochlorothiazide 12.5 MG 90 Oral Capsule			72789-0176-90
111405	Hydrochlorothiazide 25 MG 90 Oral Tablets			72789-0296-90
300835	Hydrocortisone 2.5% 30 External Cream			00168-0080-31
333341	Ibuprofen 800 MG 60 Oral Tablet			72789-0186-60
111234	Ibuprofen 800 MG 30 Oral Tablet			72789-0200-30
111117	Levothyroxine Sodium 112 MCG 90 Oral Tablet			72789-0113-90
111118	Levothyroxine Sodium 88 MCG 90 Oral Tablet			72789-0114-90
311797	Levothyroxine Sodium 150 MG 90 Oral Tablet			47781-0662-90
111123	Levothyroxine Sodium 125 MCG 90 Oral Tablet			72789-0119-90

111187	Levothyroxine Sodium 50 MCG 30 Oral Tablet	72789-0109-30
311795	Levothyroxine Sodium 125 MCG 90 Oral Tablet	47781-0657-90
311794	Levothyroxine Sodium 112 MCG 90 Oral Tablets	47781-0654-90
311793	Levothyroxine Sodium 100 MCG 90 Oral Tablets	47781-0651-90
311792	Levothyroxine Sodium 88 MCG 90 Oral Tablets	47781-0649-90
311791	Levothyroxine Sodium 75 MCG 90 Oral Tablets	47781-0646-90
311790	Levothyroxine Sodium 50 MCG 90 Oral Tablet	47781-0643-90
609087	LIDOCAINE 1% 50ML 10 INJECTABLE	00143-9577-10
110300	Lisinopril 10 MG 30 Oral Tablet	43063-0769-30
110302	Lisinopril 10 MG 90 Oral Tablet	43063-0769-90
110358	Lisinopril 20 MG 30 Oral Tablet	43063-0786-30
110359	Lisinopril 20 MG 90 Oral Tablet	43063-0786-90
110402	Lisinopril 40 MG 30 Oral Tablet	43063-0800-30
110406	Lisinopril 40 MG 90 Oral tablet	43063-0800-90
104509	Lisinopril-hydrochlorothiazide 10-12.5 MG 30 Oral Tablet	43063-0482-30
108812	Lisinopril-Hydrochlorothiazide 10-12.5 MG 90 Oral Tablet	43063-0482-90
104472	Lisinopril-Hydrochlorothiazide 20-25 MG 90 Oral Tablet	43063-0468-90
104430	Lisinopril-Hydrochlorothiazide 20-12.5 MG 30 Oral Tablet	43063-0458-30
104471	Lisinopril-Hydrochlorothiazide 20-25 MG 30 Oral Tablet	43063-0468-30
104431	Lisinopril-Hydrochlorothiazide 20-12.5 MG 90 Oral Tablet	43063-0458-90
333132	Loratadine 10 MG 90 Oral Tablet	55289-0728-90
333131	Loratadine 10 MG 30 Oral Tablet	55289-0728-30
110539	Losartan Potassium 50 MG 90 Oral Tablets	43063-0854-90
111025	Losartan Potassium 100 MG 90 Oral Tablets	72789-0044-90
311556	Losartan Potassium 25 MG 90 Oral Tablets	31722-0700-90
111154	meloxicam 15 mg 30 Tablet (MOBIC)	43063-0401-30
111085	meloxicam 15 MG 90 tablet (MOBIC)	43063-0401-90
111209	MetFORMIN HCl 500 MG 90 Oral Tablet	72789-0192-90
111204	MetFORMIN HCl 1000 MG 90 Oral Tablet	72789-0189-90
111200	MetFORMIN HCl 1000 MG 180 Oral Tablet	72789-0189-93
111042	MetFORMIN HCl ER 500 MG 90 Oral Tablet	72789-0059-90
111067	MetFORMIN HCl ER 500 MG 180 Oral Tablet	72789-0059-93
300168	MethylPREDNISolone 4 MG 21 Oral Tablet	59746-0001-03
309697	Metoprolol Succinate ER 25 MG 100 Oral Tablets	55111-0466-01
312211	Metoprolol Succinate ER 50 MG 100 Oral Tablets	55111-0467-01
110447	Metoprolol Tartrate 50 MG 180 Oral Tablet	43063-0821-93
110448	Metoprolol Tartrate 50 MG 90 Oral Tablet	43063-0821-90
110706	Metoprolol Tartrate 25 MG 180 Oral Tablet	43063-0927-93
110752	Metoprolol Tartrate 100 MG 180 Oral Tablet	43063-0938-93
110849	MetroNIDAZOLE 500 MG 14 Oral Tablet	72789-0007-14
110992	MetroNIDAZOLE 500 MG 30 Oral Tablet	72789-0007-30
310729	Montelukast Sodium 10 MG 90 Oral tablet	16729-0119-15
111418	Montelukast Sodium 10 MG 30 Oral Tablet	72789-0306-30
312483	Montelukast Sodium 10 MG 90 Oral Tablet	65862-0574-90
304250	Mupirocin 2% 22 External Ointment	45802-0112-22
110755	Naproxen 500 MG 60 Oral Tablet	43063-0920-60
110726	Naproxen 500 MG 30 Oral Tablet	43063-0920-30
305521	Neomycin-Polymyxin-HC 3.5-10000-1 10 Otic Suspension	24208-0631-10
111336	nitrofurantoin monohydrate/macrocystals 100 MG 10 Capsule (MACROBID)	72789-0270-10
309811	Ofloxacin 0.3% 5 ophthalmic solution	17478-0713-10
311384	OLMESARTAN MEDOXIMIL 40MG 90 TABLETS	16729-0322-15
312157	OLMESARTAN MEDOXIMIL 20MG 90 TABLETS	16729-0321-15
312318	OLMESARTAN MEDOXOMIL HCTZ 20/12.5MG 90 TABLETS	70756-0812-90
312500	OLMESARTAN MEDOXOMIL HCTZ 40/12.5MG 90 N/A	65862-0780-90
312320	OLMESARTAN MEDOXOMIL HCTZ 40/12.5MG 90 TABLETS	70756-0813-90
312319	OLMESARTAN MEDOXOMIL HCTZ 40/25MG 90 TABLETS	70756-0814-90
110193	Omeprazole 20 MG 30 Oral Capsule Delayed Release	43063-0743-30
110202	Omeprazole 20 MG 90 Oral Capsule Delayed Release	43063-0743-90
310125	Omeprazole 40 MG 30 Oral Capsule Delayed Release	68462-0397-30
111320	Omeprazole 40 MG 90 Oral Capsule Delayed Release	72789-0257-90
110599	Ondansetron 8 MG 10 Oral Tablet Disintegrating	43063-0870-10
110567	Ondansetron 4 MG 10 Oral Tablet Disintegrating	43063-0857-10
111332	pantoprazole 40 mg 30 tablet,delayed release (PROTONIX)	72789-0268-30
111082	pantoprazole 40 mg 30 tablet,delayed release (PROTONIX)	72789-0086-30
312194	pantoprazole 40 mg 90 tablet,delayed release (PROTONIX)	31722-0713-90
100370	PARoxetine HCl 20 MG 90 Oral Tablet	55289-0972-90
506016	Phenazopyridine 95 MG 30 Tablet (URINARY PAIN RELIEF)	49348-0076-44
110042	PredniSONE 20 MG 14 Oral Tablet	43063-0703-14
110584	PredniSONE 10 MG 20 Oral Tablet	43063-0866-20
400208	PRESCRIPTION SHEETS- Rx NET PHARMACYC PAPER 250 SUPPLIES	00000-4000-28
311734	Sertraline 100 mg 30 tablet (ZOLOFT)	65862-0013-30
110865	Sertraline 50 mg 90 tablet (ZOLOFT)	72789-0013-90

111092 Sertraline 100 mg 90 tablet (ZOLOFT)	72789-0092-90
110991 Sertraline 50 mg 30 tablet (ZOLOFT)	72789-0013-30
305544 Silver Sulfadiazine 1% 25 External Cream	67877-0124-25
111440 SIMVASTATIN 20MG 30 TABLETS	72789-0316-30
110818 Simvastatin 20 MG 30 Oral Tablet	43063-0008-30
110041 Simvastatin 40 MG 30 Oral Tablet	43063-0726-30
110411 Simvastatin 20 MG 90 Oral Tablet	43063-0008-90
111441 SIMVASTATIN 40MG 30 TABLETS	72789-0304-30
111429 Simvastatin 20 MG 90 Oral Tablet	72789-0316-90
111415 SIMVASTATIN 40MG 90 TABLETS	72789-0304-90
312466 SIMVASTATIN 10MG 90 TABLETS	68180-0478-02
110147 Simvastatin 40 MG 90 Oral Tablet	43063-0726-90
110453 Simvastatin 10 MG 90 Oral Tablet	43063-0727-90
110877 Sulfamethoxazole-Trimethoprim 800-160 MG 6 Oral Tablet	72789-0018-06
110872 Sulfamethoxazole-Trimethoprim 800/160 MG 20 Oral Tablets	72789-0018-20
505994 SUMAtriptan Succinate 100 MG 9 Oral Tablet	65862-0148-36
311008 SUMAtriptan Succinate 50 MG 9 Oral Tablet	65862-0147-36
111169 Trazodone HCl 50 MG 90 Oral Tablets	72789-0154-90
111177 Trazodone HCl 50 MG 30 Oral Tablets	72789-0154-30
300508 Triamcinolone Acetonide 0.1 % 15 External Ointment	00168-0006-15
303385 Triamcinolone Acetonide 0.1% 15 External Cream	67877-0251-15
312356 ValACYclovir HCl 500 MG 30 Oral Tablets	65862-0448-30
111324 ValACYclovir HCl 500 MG 90 Oral Tablet	72789-0263-90
310044 ValACYclovir HCl 500 MG 30 Oral Tablet	57237-0042-30
310527 ValACYclovir HCl 1 GM 30 Oral Tablet	31722-0705-30
109056 Venlafaxine HCl 75 MG 90 Oral Tablet	43063-0633-90
311024 Ventolin HFA 108 (90 BASE) MCG/ACT 8 Inhalation Aerosol Solution	00173-0682-24
110007 Vitamin D (Ergocalciferol) 50000 UNIT 12 Oral Capsule	43063-0711-12
333381 Vitamin D (Ergocalciferol) 50000 UNIT 12 Oral Capsule	72789-0249-12

Summary	Total Cost	Total Sell	Total OnHand	Total Profit	
		27281.07	25735.38	2504	-1545.69