

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between City of Clearwater with offices located at 100 South Myrtle Avenue, Clearwater, Florida 33756 ("Client"), and Cigna Onsite Health, LLC, with offices located at 25500 North Norterra Drive, Phoenix, Arizona 85085 ("Cigna") and is made effective as of October 1, 2015. Client and Cigna are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Client wishes to offer one onsite health clinic for the benefit of Client's employees and their dependents; and

WHEREAS, Cigna is engaged in the business of offering onsite health clinics to employers, to provide certain low acuity, urgent and episodic health care and ancillary services, for the benefit of employees and their dependents; and

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. SERVICES

1.1. Commencing on November 2, 2015, and continuing throughout the term of this Agreement, Cigna shall provide Client with a Cigna Onsite Health clinic ("Clinic") providing:

- a. primary care;
- b. low acuity, urgent and episodic care; and
- c. ancillary services;

for the benefit of Client's eligible employees and their dependents ("Participants") as more specifically described in **Schedule A, "Scope of Services"** attached to this Agreement ("Services"). Such clinical Services shall be provided by medical professionals licensed in the State of Florida for the benefit of Participants entitled to Services at the Clinic, in accordance with the Agreement and **Schedule A, "Scope of Services"**.

1.2. Client shall provide or arrange for the provision of adequate facilities owned or leased by Client to house the Clinic and for any necessary renovation or remodeling of such facilities in order to accommodate the Clinic in accordance with **Schedule A, "Scope of Services"**.

1.2.3. Client acknowledges that Cigna is separately entering into a contract with the City of Dunedin for the provision of similar services to the City of Dunedin's eligible participants at the Clinic. Client agrees to allow the eligible participants of the City of Dunedin to have the same access to the Clinic as the access available to Client's Participants. The City of Dunedin has agreed to pay seventeen percent (17%) of the total fees, costs and charges under this Agreement. Cigna will bill Client for the total fees, costs and charges due under this Agreement to Client. Client agrees to be solely responsible for paying

100% of the total fees, cost and charges to Cigna, and will be responsible for collecting the City of Dunedin's 17% share directly from the City of Dunedin. Client agrees that if the City of Dunedin's Professional Services Agreement with Cigna terminates or if the City of Dunedin fails to pay Client its 17% share, Client will remain liable to Cigna for 100% of the total fees, costs and charges due under this Agreement. This provision does not apply to carve out charges that will be billed separately to Client and the City of Dunedin for flu, radiology and laboratory services.

2. FEES AND OPERATING EXPENSES

- 2.1. Client shall reimburse Cigna for fees and operating expenses for Services provided under this Agreement and the **Schedule A, "Scope of Services"**, in accordance with **Schedule B, "Fees,"** attached to this Agreement.

3. TERM

- 3.1. The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and continue for a period of thirty-six (36) months unless earlier terminated in accordance with Section 6. below. After the Initial Term, the Agreement may be renewed for subsequent twelve (12) month terms (each a "Renewal Term") upon mutual agreement in writing between the Parties.

4. NOTICES

- 4.1. All notices, demands, and other communications under the Agreement and all amendments thereto shall be in writing to the appropriate address set forth below and shall be deemed received on the date confirmed on: (1) the return receipt for certified mail sent return receipt requested, via the USPS; or (2) the receipt for notices sent by a reliable overnight courier:

a. If to Cigna:		
Jeffrey Perry, PhD Chief Operating Officer, Vice President Cigna Onsite Health, LLC Building B, Routing 647 25500 North Norterra Drive Phoenix, Arizona 85085 (623) 277-2322	and	Karen R. Palmersheim, Esq. Cigna Legal 400 North Brand Blvd. Routing 383 Glendale, CA 91203 (818) 500-6497
b. If to Client:		
Joseph P. Roseto, SPHR City of Clearwater Human Resources Director 100 South Myrtle Avenue Clearwater, Florida 33756-5320		

- 4.2. Either Party may change the address for notification purposes upon prior and reasonable written notice thereof to the other.
- 4.3. Invoices shall be sent to Client at the address provided above.
- 4.4. Payments to Cigna shall be sent to (or to such other individual as may be identified by Cigna in accordance with this Section 4.4):

Deborah Coolidge
Cigna Onsite Health, LLC
Building B, Routing 647
85500 North Norterra Drive
Phoenix, Arizona 85085

5. PERFORMANCE OF SERVICES:

- 5.1. Cigna agrees to perform 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.
- 5.2. Upon written notice from Client specifying, in Client's good faith belief, the reasons that any Cigna employee providing Services under this Agreement should be removed from performance of such Services, including the facts necessary to validate such removal, Cigna shall have a reasonable amount of time, not to exceed ten (10) calendar days, to investigate the matter. Upon request of Client, and after initial inquiry by Cigna, if Cigna determines that there is sufficient business rationale, Cigna shall remove the employee from performing Services during such investigation. If Cigna deems it appropriate in its discretion that such employee should be removed from providing Services hereunder for non-discriminatory and otherwise legal reasons, Cigna shall immediately remove such employee from providing Services under this Agreement and shall as soon as practicable arrange for the provision of a substitute employee or other independent contractor.
- 5.3. In addition, if Client asserts that such Clinic Staff person has engaged in misconduct as defined by Client, Client agrees, where necessary, to cooperate with in conducting any investigation or inquiry, and to provide documentation and testimonial support in event of litigation concerning such misconduct.
- 5.4. Client acknowledges and agrees that the policies and procedures of Cigna as to pre-employment testing, criminal background checks, Social Security Number and I-9 verification, performance management, disciplinary action and termination shall govern, including any confidentiality requirements contained therein.

6. TERMINATION

- 6.1. This Agreement may be terminated as follows:
 - 6.1.1. In the case of material breach of this Agreement, either Party may terminate this Agreement at any time for cause upon sixty (60) days written notice to the other Party specifying the manner in which that Party has materially breached its obligations.

The Agreement shall terminate automatically at the expiration of such sixty (60) day period if that Party has not cured its breach within such period and demonstrated such cure to the satisfaction of the non-breaching Party.

- 6.1.2. Either Party may immediately terminate this Agreement at any time during and after the initial term upon insolvency or bankruptcy of the other Party.
 - 6.1.3. During the Initial Term and any Renewal Term, either Party may terminate services under this Agreement without cause, upon one hundred twenty (120) days' prior written notice to the other Party; provided, that, in the event Client terminates this Agreement pursuant to this Section 6.1.3. Client shall pay to Cigna a "Termination Fee" in an amount equal to fifty thousand dollars (\$50,000) which reflects the severance obligation owed by Cigna to the Clinic Staff pursuant to the employment agreements of such Clinic Staff and/or Cigna policy. Client shall pay Cigna the Termination Fee within thirty (30) days of receipt of an invoice from Cigna setting forth such Termination Fee.
 - 6.1.4. In the event of destruction of the Clinic by natural disaster, either Party by proper notice issued in accordance with this Agreement may terminate this Agreement in lieu of rebuilding the Clinic.
 - 6.1.5. In the event that Client terminates this Agreement as set forth above, Client shall be responsible in accordance with Schedule B for any unpaid balance for Implementation Costs, as well as any Operational Expenses incurred prior to the date of termination. In the event that this Agreement terminates as set forth above, Cigna shall, at Client's request, reimburse Client for the on-hand inventory of medicine or other equipment and supplies taken by Cigna at that time, other than Cigna-owned equipment identified in 13.2.3.
- 6.2. If this Agreement is terminated for any reason set forth in this Section 6, Client acknowledges and agrees that:
- 6.2.1. All communication to Clinic Staff 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 Clinic or transfer of Clinic operations to a third party vendor, and (ii) Clinic Staff employment status notification, severance, and compensation shall come solely from Cigna as the employer or contractor of Clinic Staff, and Client shall not make or cause to be made any Staff Communication without the prior written consent of Cigna;
 - 6.2.2. Tours of the Clinic facilities by potential third party vendors to assume Clinic 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 Clinic; and (iii) shall not interfere with the provision of Clinical Services to Participants.
 - 6.2.3. Client and Cigna 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 Clinic and sign an acknowledgement agreeing to the condition of the facility and an inventory of its contents and equipment.
 - 6.2.4. Client and Cigna agree (i) that by sharing the Clinic and performance of services with a second client or party, including the Electronic Health Record (EHR) platform

containing protected health information (PHI) and medical records from participants of both parties, and terminating the contract according to the terms outlined in this section, Cigna agrees to extend the HIPAA security and privacy rules to the terminating party's PHI that remains in the Cigna EHR or maintained on the Cigna network for as long as the Professional Services Agreement of the remaining party is in force, including any renewal agreements; and (ii) the Client agrees that Client's Participants' PHI and medical records will not be destroyed or returned to the Client upon the termination of the Professional Services Agreement according to this section as long as the second party sharing the Clinic and performance of services has a valid and executable contract with Cigna. Cigna will maintain existing medical records and participant PHI according to federal and state law while either Professional Services Agreement remains in force and upon termination of the Agreement.

7. OWNERSHIP OF MATERIALS

- 7.1. Client acknowledges that in providing the services hereunder, Cigna may utilize proprietary materials, reports, models, software, documentation, know-how and processes owned by Cigna that were or are not created specifically by Cigna for Client ("Cigna Materials"). Client acknowledges that ownership of and title to such Cigna Materials remains with Cigna and is not transferred to Client.

8. CONFIDENTIAL INFORMATION

- 8.1. In the course of this Agreement one Party ("Receiving Party") may receive from the other Party ("Disclosing Party") data, information, documents, and other material belonging to, prepared by or for, or concerning the Disclosing Party ("Confidential Information"). For purposes of this Agreement "Confidential Information" shall mean 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; operational information, trade secrets, health care delivery processes and methods, and technical information including computer software programs, and shall include all summaries, extracts, copies, compilations, analyses, interpretations, presentations, and other materials derived therefrom.
- 8.2. 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 without a nondisclosure obligation; (iv) is independently developed by the Receiving Party as evidenced by independent documentation; or (v) is a public record pursuant to Chapter 119, Florida Statutes.
- 8.3. 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 required by law 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.

- 8.4. 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 any agent or employee of the Receiving Party, and in any event for at least five (5) years after termination of this Agreement, the Receiving Party shall:
- 8.4.1. treat and obligate the Receiving Party's employees, agents and representative to treat as secret and confidential, all such Information whether or not it be identified by the Disclosing Party as confidential;
 - 8.4.2. 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;
 - 8.4.3. 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
 - 8.4.4. not employ the Confidential Information to Receiving Party's advantage, other than as herein provided.
- 8.5. Neither Party shall disclose to the other any proprietary information obtained on a confidential basis from any third party unless (1) the Party receiving such information shall have first received written permission from such third party to disclose such information or; (2) such information is in the public domain at the time of disclosure;
- 8.6. Neither Party shall attempt to access information not necessary for its performance hereunder.
- 8.7. Notwithstanding the foregoing, the Parties recognize that Florida has a very broad public records law, and Cigna agrees pursuant to Chapter 119, Florida Statutes, to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by Client in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that Client would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to Client all public records in possession of Cigna upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Client in a format that is compatible with the information technology systems of Client.
 - (e) Cigna agrees to this provision 8.7 only on the understanding that this provision does not apply to patient records and other information that Cigna may possess that is subject to confidentiality pursuant to state and federal law, including but not limited to 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"), to Cigna's contracts with health care providers, vendors, consultants, contractors and employees, or to Cigna's other proprietary, confidential or trade secret records that are not considered public records by Cigna.

9. NON-SOLICITATION

- 9.1. During the term of this Agreement, and for a period of one (1) year after termination of this Agreement for any reason, Client shall not directly or indirectly, alone or in concert with others, solicit or entice any employee or independent contractor then engaged to provide the Services hereunder, to leave the employment or engagement of Cigna in order for Client or a vendor or agent engaged by Client to provide substantially similar services as those provided in this Agreement.

10. LIMITATION OF LIABILITY

- 10.1. EXCEPT TO THE EXTENT THAT LIABILITY ARISES FROM INSTANCES OF EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT (WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE) FOR LOSS OF PROFITS, REVENUE, OR LOSS OR INACCURACY OF DATA, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PROVISION SHALL NOT BE CONSTRUED AS A WAIVER OF ANY IMMUNITY TO WHICH CLIENT IS ENTITLED OR THE EXTENT OF ANY LIMITATION OF LIABILITY PURSUANT TO § 768.28, FLORIDA STATUTES. FURTHERMORE, THIS PROVISION IS NOT INTENDED TO NOR SHALL BE INTERPRETED AS LIMITING OR IN ANY WAY AFFECTING ANY DEFENSE CLIENT MAY HAVE UNDER § 768.28, FLORIDA STATUTES OR AS CONSENT TO BE SUED BY THIRD PARTIES.

11. INDEPENDENT CONTRACTORS

- 11.1. 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 between the Parties as employer-employee, partners, principal-agent, joint venturers, or any relationship other than that of independent Parties.

12. COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1. Each Party shall comply with all applicable federal, state and municipal laws and regulations related to their obligations under this Agreement.
- 12.2. Cigna shall secure any government or similar licenses and/or permits required for the proper performance of the services.

- 12.3. All Cigna employees performing Services hereunder shall work under Cigna's supervision. Client shall neither have nor exercise control or direction over the means and methods by which Cigna shall perform services. Cigna agrees that Cigna and its employees, representatives and other agents are not entitled to any Client employee benefits and that they are not eligible to participate in Client employee benefit programs. Cigna hereby indemnifies and agrees to defend and hold harmless Client from and against all claims that Cigna's employees are employees of Client for any purpose whatsoever, including, without limitation, the withholding or payment of any federal, state, or local income or employment taxes.

13. INSURANCE

13.1. Cigna 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 Cigna and insuring Cigna against third party claims arising out of or resulting from activities or services performed by Cigna during the Term of this Agreement. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better.

Specifically Cigna must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum two (2) year tail following the termination or expiration of this Agreement:

- 13.1.1. Statutory worker's compensation in accordance with the laws of the State of Florida. Coverage must be applicable to all employees.
- 13.1.2. Employer's Liability insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida.
- 13.1.3. 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.
- 13.1.4. Automobile liability insurance covering all vehicles owned, non-owned, hired and leased only when utilized in the performance of Services under this Agreement of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- 13.1.5. Managed Care Errors and Omissions insurance in an amount of not less than One Million Dollars (\$1,000,000) per claim.
- 13.1.6. Medical Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) in the aggregate.

- 13.1.7 Cyber Liability insurance coverage in an amount adequate to meet or exceed the notification and monitoring requirements under Florida Statute § 501.171 for the contracted services but at a limit not less than Two Million Dollars (\$2,000,000) each claim.
- 13.1.8 Prior to the execution of this agreement and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, Cigna will furnish Client with a Certificate(s) of Insurance (using appropriate ACORD certificate, signed by the issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City of Clearwater as a blanket additional insured under the Commercial General Liability and Automobile Liability policies.
- 13.2. Client agrees and acknowledges that:
- 13.2.1. Client is the owner or lessee of the Clinic facility;
- 13.2.2. Except as otherwise noted in this Section 13.2.3., Client is owner of all furniture, medical and administrative supplies, medical equipment and other contents of the Clinic ("Clinic Contents") that Cigna or its Affiliate has purchased or may during the Initial or any Renewal Term of this Agreement purchase on behalf of Client, the cost of which is the responsibility of Client.
- 13.2.3. Cigna has purchased and shall be the owner of the following equipment ("Cigna Equipment"), and Cigna shall be entitled to retain ownership and possession of all such Cigna Equipment after expiration or termination of this Agreement for whatever reason:
- a) Computer CPUs
 - b) Monitors
 - c) Keyboards
 - d) Computer Mice
 - e) Laptops
 - f) VPN Token Keys
 - g) Air Cards
 - h) Scanners
 - i) Multi-Functional Printers
 - j) Access Boxes (Label Printer/Network Connectors)
 - k) Routers
- 13.3. During the term of this Agreement, Client 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 Client and insuring Client against third party claims arising out of or resulting from activities or services performed by Client during the Term of this Agreement:
- 13.3.1. Statutory worker's compensation in accordance with applicable laws.

- 13.3.2. 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.
- 13.3.3. Client shall maintain property insurance coverage for the clinic contents that are owned by the Client, or that are in the Client's care, custody and control. The Client may also maintain other insurance it deems necessary relating to the operations of the clinic.

14. RESTRICTED USE OF PROGRAM MATERIALS

- 14.1. All Cigna program materials, including handouts, presentations, and workbooks (collectively, "Cigna Program Materials"), are the sole and exclusive property of Cigna. Any Cigna Program Materials distributed to program Participants may be used solely for the purpose of participating in the applicable Cigna program. Client shall not alter, republish, redistribute, record or rebroadcast Cigna Program Materials, including posting on the internet, without Cigna's prior written consent.

15. USE OF NAME AND TRADEMARKS; PUBLICITY

- 15.1. Client's trademarks, service marks and trade names are the property of Client, and Cigna 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. Cigna 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 Cigna by Client without Client's written approval. Cigna's trademarks, service marks and trade names are the property of Cigna, and Client agrees that it shall not use (directly or indirectly) or register any of Cigna's trademarks, service marks or trade names in connection with any products, services, promotions or publications without Cigna'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 Cigna without Cigna's written approval.
- 15.2. Cigna shall not in the course of performance of this Agreement or thereafter use or permit the use of Client's or any Affiliate's name(s) in any advertising or promotional materials prepared by or on behalf of Cigna without the prior written consent of Client. Client shall not in the course of performance of this Agreement or thereafter use or permit the use of Cigna's or any Affiliate's name(s) in any advertising or promotional materials prepared by or on behalf of Client without the prior written consent of Cigna. Any public announcement regarding the Parties' relationship and the nature of this Agreement shall be coordinated between the Parties and shall be in a form agreed upon by the Parties.

16. DISPUTE RESOLUTION

- 16.1. Negotiation. The Parties will attempt in good faith to resolve any controversy, dispute, claim or question arising out of or in relation to this Agreement (hereinafter, collectively "Controversy") promptly by negotiation, provided that nothing herein shall be construed to limit, modify or negate the rights and remedies expressly provided to the Parties

elsewhere in this Agreement (including the right to terminate this Agreement for cause or convenience). Resolution of whether any such actions are justified or permitted under this Agreement and the determination of any related damages, however, remain subject to this dispute resolution process.

- 16.2. Notice. The disputing Party shall give the other Party written notice of the Controversy ("Controversy Notice"). Within twenty (20) days after receipt of the Controversy Notice, the receiving Party shall submit to the other a written response. The Parties will meet within thirty (30) days of the date of the Controversy Notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Controversy.
- 16.3. Mediation. If the Controversy has not been resolved by negotiation within forty-five (45) days of the date of the Controversy Notice, or if the receiving Party fails to meet with the disputing Party within thirty (30) days of the date of the Controversy Notice, either Party may, upon written notice by one Party to the other, initiate mediation of the Controversy in accordance with the Commercial Mediation Rules of the American Arbitration Association, to the extent that such provisions are not inconsistent with the provisions of this section.
- 16.4. Binding Arbitration. If the Controversy has not been resolved by mediation within thirty (30) days of the appointment of the mediator, or if a mediator is not appointed within thirty (30) days of the notice of mediation, upon written notice, either Party may elect to submit the Controversy to binding arbitration conducted in Tampa, Florida or elsewhere as agreed to by the Parties. The Parties agree and acknowledge that they are expressly waiving their rights to have any Controversy decided in a court of law and/or equity before a judge or jury, and instead are accepting the use of binding arbitration. Such arbitration shall be governed by the provisions of the Commercial Arbitration Rules of the American Arbitration Association, to the extent that such provisions are not inconsistent with the provisions of this section.
- 16.5. Available Remedies. The arbitrator(s) may grant any remedy or relief deemed just and equitable with the exception of punitive or exemplary damages. The decision of the arbitrator, or a majority of the arbitration panel, shall be final and binding upon the Parties with no right to appeal. Judgment may be entered upon the award of the arbitrator(s) in any court of competent jurisdiction. Each Party shall assume its own costs, but the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each Party.
- 16.6. Exclusive Remedy. This dispute resolution process shall be the sole and exclusive means for resolving any Controversy, provided, however, that either Party may seek a preliminary injunction, attachments or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Either Party may also, at its sole discretion, choose to eliminate the stages of negotiation and/or mediation by written notice to the other Party. Despite such action, the Parties will continue to participate in good faith in this dispute resolution process.
- 16.7. Tolling. The initiation of this dispute resolution process shall toll the running of the statute of limitations for any cause of action arising from the Controversy. All time limitations contained in this section may be altered by mutual agreement of the Parties.

17. ASSIGNMENT AND DELEGATION OF DUTIES

- 17.1. 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 Cigna may 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.

18. BINDING EFFECT

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

19. WAIVER

- 19.1. No delay or failure by either Party to exercise any right, power or remedy it has hereunder shall operate as a waiver of such right, power or remedy. A waiver by any Party of any breach shall not be construed to be a waiver of any succeeding breach.

20. TAXES

- 20.1. Client 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 Cigna's fees for performing or furnishing the services. To the extent Cigna is required to collect such taxes under applicable law, Cigna will separately state the amount of tax due on its invoices to Client.
- 20.2. Client and Cigna will cooperate to segregate the fees payable under this Agreement into the following separate payment streams: (1) those for taxable services, (2) those for nontaxable services, (3) those for which a sales, use or similar tax has already been paid, and (4) those for which Cigna functions merely as a paying agent for Client in receiving goods, supplies or services (including leasing and licensing arrangements) that otherwise are nontaxable or have previously been subject to tax. In addition, Client and Cigna will cooperate with each other to accurately determine each Party's tax liability and to minimize such liability to the extent legally permissible. Parties will provide and make available to the other any resale certificates, information regarding out-of-state sales or use of equipment, materials or services, and any other exemption certificates or information reasonably requested by the other Party.

21. DISASTER RECOVERY AND BUSINESS CONTINUATION PLAN

- 21.1. Cigna covenants that it has, or will establish, contingency plans and procedures designed to prevent, circumvent or cure the adverse effects of an interruption of the Services to be provided to Client hereunder. Client shall be responsible for reimbursing Cigna for the cost of implementing such contingency plans due to an interruption in Services caused by acts or omissions of any third party, or acts of God, fires, wars, accidents, labor disputes or shortages, and governmental laws, ordinances, rules or regulations, whether valid or invalid.

22. APPLICABLE LAWS

- 22.1. This Agreement shall be deemed to be entered into and shall be interpreted and construed in accordance with the laws of the State of Florida without regard to any conflicts of law principles, as if this Agreement were executed in and fully performed within that State.

23. EXHIBITS

- 23.1. All exhibits and schedules referred to or attached to this Agreement and all appendices thereto are integral parts of this Agreement as if fully set forth herein. All capitalized terms used in such exhibits and schedules and all appendices thereto shall have the same definition as in this Agreement, unless otherwise indicated in the exhibit, schedule or appendix.

24. SURVIVING PROVISIONS

- 24.1. The terms of Sections 4, 7, 8, 9, 10, 15, 16, 20, 22, 24 and 26 shall survive and continue after expiration or termination of this Agreement shall remain in effect until fulfilled, and shall apply to any successors and assigns.

26. HEADINGS

- 26.1. The headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

27. THIRD-PARTY BENEFICIARIES

- 27.1. Each Party intends that this Agreement shall not confer any rights or remedies upon any entity other than the Parties and their authorized assignees.

28. ENTIRE AGREEMENT AND SEVERABILITY

- 28.1. This Agreement, including its Exhibits and Task Orders issued hereunder, constitutes the entire contract between the Parties hereto with respect to its subject matter and supersedes all other communications and understandings, whether written or oral, relating to such subject matter. No change, amendment, or modification of this Agreement shall be binding unless in writing and executed by the Parties hereto.
- 28.2. Notwithstanding the foregoing, the Parties agree that this Agreement may be amended through use of a "Change Request Form," a written statement signed by Client and Cigna authorizing a Change, substantially in the form of **Exhibit 1 – Change Request Form**, attached hereto. As used herein, "Change" means any and all changes to any the Agreement, or to any Schedule, Appendix, Amendment or Addendum to this Agreement that would materially alter the provision of the Services or the performance and completion thereof, and/or the Client's responsibility for payment and/or reimbursement of any fees or expenses under this Agreement. All properly executed Change Request Forms shall be incorporated into and become part of the Agreement.
- 28.3. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall continue in effect.

29. INCORPORATION OF ATTACHMENTS

- 29.1. All attachments attached hereto including all Schedules, Appendices and Exhibits are incorporated herein by reference.

30. COUNTERPARTS AND CONSTRUCTION

- 31.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[Signature Page Immediately Follows]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed in duplicate and signed by their respective officers duly authorized to do so, on the dates indicated below.

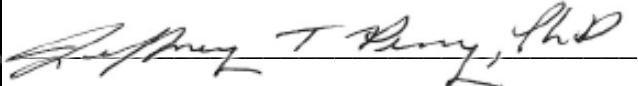
CITY OF CLEARWATER	CIGNA ONSITE HEALTH, LLC
By: _____	By: 
Name: _____	Name: <u>Jeffrey T. Perry, PhD</u>
Title: _____	Title: <u>Chief Operating Officer, Vice President</u>
Date: _____	Date: <u>11/5/2015</u>

EXHIBIT 1

CHANGE REQUEST FORM

Reference is made in the Professional Services Agreement by and between City of Clearwater ("Client") and Cigna Onsite Health, LLC ("Cigna"), effective October 1, 2015 (the "Agreement"). This Change Request Form is referred to in Section 28 of said Agreement and shall be governed by said Agreement. All capitalized terms herein shall have the same meaning as ascribed to them in the Agreement, as amended, unless otherwise defined herein.

Client Information:

Date of Change Request:		Account Number:	
Client Name:		Client Location:	
Client Contact:		Client Phone:	

Cigna Onsite Health, LLC /Contact Information:

Contact / Title:	
Phone:	
Type of Change: <input type="checkbox"/> New Requirement <input type="checkbox"/> Change Request <input type="checkbox"/> Additional Service <input type="checkbox"/> Other, please specify:	
Change Description (attach supporting information if necessary):	
Target Effective Date of Change:	
Fee Estimate:	
Payment Method:	
Additional Comments:	

Approved and Accepted:

CLIENT		Cigna Onsite Health, LLC	
Signed:		Signed:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

SCHEDULE A SCOPE OF SERVICES

Reference is made to the Professional Services Agreement by and between City of Clearwater and Cigna Onsite Health, LLC, effective October 1, 2015. Capitalized terms in this Schedule A shall be as defined in the Agreement, unless otherwise indicated.

1. CLINIC LOCATIONS, COMMENCEMENT DATE, AND DAYS/HOURS OF OPERATION

Cigna shall be responsible for providing Clinic Services at the following Clinic locations, commencing on the date listed below ("Clinic Commencement Date") and continuing throughout the term of the Agreement, during the Days and Hours listed below.

Clinic Location	Clinic Commencement Date	Days and Hours of Operation
Powell Professional Center 401 Corbett Street, Ste. 240 Clearwater, FL 33756	November 2, 2015	Monday – Friday 7:00 a.m. – 5:00 p.m. Days and Hours of Operation may be changed from time to time, as mutually agreed upon in writing between the Parties. For purposes of these changes, written electronic communication shall be acceptable.

For each Clinic identified above, Client shall provide to Cigna for Cigna's use in connection with the Services, and at no charge to Cigna, Clinic space (the "Building" or "Buildings"), consisting of adequate square footage as agreed to by the Parties, in compliance with all applicable state and local laws and regulations (including but not limited to municipal fire and building codes).

The Clinic will be closed on inclement weather days as determined by the Client and in accordance with the following Holiday schedule: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas Day.

2. ELIGIBLE PARTICIPANTS SERVED

- a. Cigna shall provide Services to the following Participants eligible to receive Services:
 - i. Client's full-time and part-time employees covered under the Client's benefit plan;
 - ii. Dependent spouses and children of Client employees age two (2) years and older covered under the Client's benefit plan;
 - iii. Client's retired employees covered under the Client's benefit plan;

- iv. Elected officials covered under the Client's benefit plan; and
 - v. Former employees entitled to Services as Participants under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- b. Dependents under eighteen (18) years of age must be accompanied by a parent or guardian when visiting the Clinic.

3. CLINIC PREMISES AND BUILD-OUT

a. Common Areas / Access

Cigna, its invitees and employees and Participants shall have the right, in common with other occupants of the Building(s) and their invitees and employees, to use all stairways, elevators, halls, toilets and sanitary facilities, and all other general common facilities contained in the Building(s), and all sidewalks, delivery areas, parking facilities and other appurtenances to the Building(s). At no additional cost or expense to Cigna, Cigna shall have access to the Clinic(s) three hundred sixty-five (365) days a year, on a twenty-four (24) hour a day basis.

b. Build-Out and Improvements by Client

At no cost to Cigna, Client shall, at its sole expense, provide or arrange for the provision of adequate facilities to house the Clinic(s) as indicated in Section 1 a. above, and for the construction, renovation, remodeling and/or improvement of such facilities in order to accommodate effective and efficient operation of the Clinic(s), all of which shall be as 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 Clinic(s) in accordance with all applicable state and local laws and regulations, including but not limited to municipal fire and building codes. 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 and regulations.

Build-Out and improvements for the Clinic(s) shall be completed by Client on or before October 15, 2015. Client acknowledges that Cigna's ability to meet the Clinic Commentment Dates listed in this Schedule A are contingent upon Client completing the Build-Out and Improvements.

c. Telephone and Computer System Connections

For each Clinic, Client shall furnish at Client's sole cost and expense, a telephone system, computer hook-ups, necessary for provision of the Services.

d. High Speed Internet Access

For each Clinic, Client shall ensure there are High Speed Internet services available to the building and extended to the Clinic. If no internet service providers have services established to the building or if services are not adequate to support the Clinic 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.

e. IT Resources for Internet Troubleshooting

For each Clinic, Client and Cigna shall identify IT resources to work collaboratively to:

- i. coordinate with the internet service provider to resolve connectivity issues at the Clinic;
- ii. acknowledge notice of the issue within one (1) hour; and
- iii. and to be available within a three (3) hour timeframe after acknowledgment. If Client IT resources are unable to provide IT assistance within the three (3) hour timeframe, Client shall be responsible for travel costs incurred to resolve the issue.

f. Additions and Improvements by Cigna

With written permission of Client, which shall not be unreasonably withheld or delayed, Cigna may make alterations, additions and improvements ("Alterations") upon the Clinic(s) 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, Cigna shall obtain written approval from Client of the Alterations to be made and written approval of the added costs to Client; and (ii) the Clinic(s) 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 Cigna 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.

g. Signage

For each Clinic, Client shall install, affix and maintain, at its sole expense, signage at the entrance to the Building and the Clinic in a mutually agreed form and which at a minimum shall contain the name of the Clinic, as the Parties may mutually agree, the Clinic 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 Clinic upon the termination of this Agreement or any extensions thereof, and repair the effects of any such removal.

h. Access Modifications

If modifications to the Clinic(s) are required in excess of standards imposed by applicable law and regulations, and Client is unwilling to make such modifications, then

Cigna, at its sole expense, shall have the right (but not the obligation) to make such modifications to the Clinic(s) 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 Clinic(s).

i. Client Obligations

As to each Clinic, Client agrees, at its sole cost and expense, to:

- i. operate the heating and cooling equipment in the Building to maintain the Clinic between 65° F. and 75° F, 24 hours per day, 365 days per year;
- ii. provide clinic cleaning and janitorial services each day the clinic is open that meet exposure control requirements of Occupational Safety and Health Regulations for toxic and hazardous material. Such cleaning and waste removal must be adequate to minimize or eliminate risk to Clinic Staff and Participants from blood borne pathogens;
- iii. provide pest control and extermination service to a level consistent with that found in other first-class buildings in the area, with a frequency of at least twice per month;
- iv. keep and maintain the Building, common facilities, common areas, parking area, sidewalks and appurtenances in a first class condition;
- v. adequately light the Clinic, and provide and replace lamps and related equipment when necessary;
- vi. provide hot and cold water in the Clinic and provide sanitary and toilet facilities and supplies for use by Cigna, its employees and invitees, and Participants;
- vii. furnish and provide the Clinic with connectivity for computer systems, including high speed Internet access, and with electric current for lighting, normal office use, heating, air conditioning;
- viii. provide sufficient elevator service for access to the Clinic. At least one (1) elevator shall operate during non-business hours, affording access to the Clinic (if such Clinic is located other than on the ground floor);
- ix. provide adequate security services for the Clinic, the Building and common areas in and around the Building, 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 Clinic and elsewhere in the Building. Client shall also provide for the periodic maintenance and annual inspection of the Building fire alarm system;
- x. provide adequate parking spaces for Clinic Staff at no charge to Cigna or the Clinic Staff (as defined herein).

j. Repairs and Maintenance

As to each Clinic, Cigna shall maintain the Clinic in an attractive and neat condition and shall not permit or allow any waste to any portion of the Clinic. Client or its agents and employees shall have the right to enter the Clinic purpose of making repairs necessary for the preservation of the Clinic or Cigna's property maintained therein. Client shall make a reasonable effort to affect such repairs with a minimum of interference to Cigna, and, when practicable, all work shall be done after business hours.

k. Reimbursements Related to Clinic Premises

Client shall reimburse Cigna, its Affiliates and parent companies for any loss, damage or expense paid by Cigna or its Affiliates or parent companies, related to death or personal injury results or arises from hazards related to the Building(s) or the Clinic(s) 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.

4. CLINIC STAFF

- a. All clinical and administrative staff shall be employed by or independent contractors of Cigna or its Affiliates or parent companies. Cigna shall determine in its sole discretion, whether such staff must be independently contracted in order to comply with applicable state law.
- b. Cigna shall arrange for the following staff to provide Clinic Services ("Clinic Staff") at the Clinic location indicated:

Clinic Location	Clinic Staff
Powell Professional Center 401 Corbett Street, Ste. 240 Clearwater, FL 33756	<p>One (1) Full-Time Physician</p> <p>One (1) Full-Time Advanced Practice Registered Nurse ("Mid-Level Practitioner")</p> <p>One (1) Full-Time Registered Nurse providing integrated health consultation</p> <p>Two (2) Full-Time Medical Assistants</p> <p>One (1) Full-Time Medical Administrative Assistant</p> <p>Full-Time is defined as regularly working a forty (40) hour week.</p>

5. CLINIC STAFF PAID TIME OFF AND LEAVE

- a. Client acknowledges and agrees that in addition to Cigna Holidays as defined in Section 1. of this Schedule A. and time off purchased by the Clinic Staff, the Clinic Staff employed by Cigna shall be entitled to paid time off (PTO) and other leave ("Leave") in accordance with Cigna's standard policies and procedures ("Policies") applicable to all employees of Cigna and its Affiliates in the same job grade or band as the Clinic Staff.

PTO shall include:

- (i). vacation days;
- (ii). personal days;
- (iii). sick days; and
- (iv). other leave in accordance with current Cigna Policies.

Leave shall include:

- (i). military leave;
 - (ii). Family Medical Leave (FMLA);
 - (iii). disability leave; and
 - (iv). other leave in accordance with applicable law and current Cigna Policies.
- b. A Mid-Level Practitioner is also entitled to time for Continuing Medical Education ("CME") up to five (5) days per year.
 - c. Each year, Cigna will notify the Client with the total number PTO days and purchased days off to which the Clinic Staff is entitled that year. The number of Leave days cannot be determined in advance of the event requiring Leave; however, Cigna shall notify Client as soon as practicable in advance in the event Clinic Staff goes on Leave.
 - d. In the event Clinic Staff is not on duty due to time off for which Clinic Staff is eligible as outlined in this Section 5 of this Schedule A. to the Agreement, the Clinic will be closed, unless otherwise arranged in accordance with Section 3.b. of Schedule B. to the Agreement. Cigna shall notify Client as soon as practicable in advance if the Clinic will be closed due to time off other than scheduled Holidays.
 - e. For Clinic Staff not employed by Cigna, i.e., independent contractors, the number of days of PTO shall be as defined in the contract between Cigna and the Clinic Staff person, and shall be provided to Client upon request.
 - f. Cigna shall provide a copy of Policies to Client upon request, and shall notify Client of any change in such Policies.

6. CLINICAL SERVICES

Cigna shall provide Services in accordance with Cigna policies and procedures, and in accordance with such policies and procedures of Client that are mutually agreed upon in writing by the Parties. All Services provided shall be within the scope of the licensure and practice of the health professional(s) employed or retained by Cigna, and further shall be provided in accordance with all applicable federal and state laws and regulations. At each Clinic, Cigna shall provide or arrange for the provision of the following clinical services ("Clinical Services"):

- a. Primary Care
 - i. Scheduled care, providing general health care services including ongoing medical management of chronic conditions. These services will include minor office based procedures, routine physicals, medical history and exam.

- ii. Physicians will be able to be designated by Participants as their primary care physician.
- b. Low Acuity Urgent Care/Episodic Care
 - i. Examples include sprains and strains, sore throats, ear infections, urinary tract infections and headaches. Acute care visits include sufficient scheduled time to allow clinician 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.
- c. Monitoring Chronic Conditions
 - i. Ensure that Participants with chronic medical conditions have appropriate community physician relationships and collaborate with physicians as needed; refer Participants to appropriate Client telephonic and online wellness programs, and encourages healthy lifestyles that address the chronic condition.
- d. Preventative Health Screenings and Immunizations
 - i. Pre-employment and annual physical examinations with extended testing capabilities. The Client's requirements for these services will be mutually agreed upon in writing by the Parties.
 - ii. Annual flu vaccinations for eligible Participants ages nine (9) years through sixty-four (64) years; Hepatitis B series; Tetanus and Pertusis (TDAP); Tetanus (Td); Tuberculosis (PPD); and Pneumovax. Cigna shall invoice Client directly for immunization costs incurred by Client's eligible Participants.
 - iii. Follow-up allergy injections. An initial allergy injection must be given by the Participants allergist.
 - iv. Pediatric vaccinations are excluded.
 - v. Pediatric physicals (including well-child exams and "checkups") are excluded.

"Pediatric" is defined as services provided to employees' eligible dependents who are less than eighteen (18) years of age. Eligible dependent children under age 18 must be accompanied by a parent or guardian to receive Services.
- e. Biometric Screening
 - i. 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, Blood Glucose.
- f. Laboratory Services
 - i. CLIA-waived (rapid test) laboratory testing on site;

- ii. Blood draws, urine collection, and collection of other specimens ordered by Clinic's medical staff or community providers for pick up by contracted lab vendor. Results delivered to ordering provider.
 - iii. Cigna shall invoice Client directly for Laboratory Services incurred by Client's Eligible Participants.
- g. Personalized Coaching
 - i. Clinic Staff shall provide onsite health education to help support and facilitate the Participants engagement with Client' disease management program(s).
 - ii. Assess lifestyle risks and discuss health improvement and preventive care and coordinate additional care if required.
- h. Pharmacy
 - i. Limited quantity and formulary pre-packaged physician prescription dispensing.
 - ii. Written prescriptions by Mid-Level Practitioner, as allowed by law.
- i. Radiology Services
 - a. Cigna shall arrange for the provision for radiology services ("Radiology Services") through a local radiology provider participating in the provider network of Cigna's parent company or affiliate and located near the Clinic. Digital radiology equipment will not be located at the Clinic.
 - b. Radiology Services include Flat Plate, Ultrasound, and CT capabilities to be conducted by a licensed radiologist.
 - c. Cigna shall invoice Client directly for Radiology Services based on referrals provided to Participants by Clinic Staff only.
 - d. Other radiology referrals, such as referrals for MRIs or other radiologic studies, and any referrals provided by non-Clinic Staff are not considered Clinic Services under this Agreement and must be submitted to the health benefit plan and are subject prior authorization review.
- j. Management
 - i. Daily management of all clinic and administrative activities including but not limited to operations and personnel.

7. **OPERATIONAL ASSUMPTIONS**

- a. Cigna will use third party vendors contracted with Cigna, its parent companies or Affiliates, for supplies and equipment whenever possible and financially beneficial to do so.
- b. No material changes to this Scope of Services shall be effective without the prior written consent of the Parties in accordance with the Agreement.

- c. Cigna will ensure that its medical, professional and paraprofessional staff receive all necessary and requisite statutorily mandated in-service, annual or proficiency training, and other such professional or paraprofessional education and training programs needed to ensure current proficiency in the professional or paraprofessional's particular health care discipline or specialty.

8. **REPORTING**

a. **Report Delivery**

Cigna will arrange for the production and delivery of quarterly and annual reports ("Reports") to Client in accordance with Cigna's standard reporting package and capabilities. Such Reports shall include the following:

i. Quarterly Reports:

- a) Clinical
- b) Operations
- c) Medical Cost Savings and ROI
- d) Productivity
- e) Referral

ii. Monthly Key Performance Indicators Dashboard

The delivery timeframes, format, method and quantities for each Report shall be as mutually agreed upon in writing between the Parties.

b. **Report Privacy**

Any and all Reports provided by Cigna or the Clinic(s) to Client or its designees concerning the Services shall be in aggregate, de-identified form, unless otherwise permissible 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.

c. **Ad Hoc Reports**

Cigna will produce and deliver ad hoc reports in such formats and timeframes as is mutually agreed upon in writing between the Parties, provided that Cigna may assess additional fees for any ad-hoc reports (or time required for specification and development of such ad hoc reports) that have a material impact on the Fees paid by Client to Cigna under **Schedule B** of the Agreement. Cigna will estimate any such additional fees for pre-approval by Client.

9. **ADDITIONAL SERVICES**

- a. Client may from time to time during the term of the Agreement request that Cigna perform an additional service not covered under this **Schedule A** ("Additional Service").

Upon receipt of such a request, Cigna shall submit a written proposal to Client for such Additional Service which shall include:

- i. A description of the services, functions, and responsibilities Cigna anticipates performing in connection with such Additional Service;
 - ii. A schedule for commencing and completing such Additional Service;
 - iii. Cigna's prospective charges for such Additional Service, including a detailed breakdown of such charges;
 - iv. A description of the human resources necessary to provide the Additional Service.
- b. Cigna shall not begin performing any Additional Service until Client and Cigna have entered into a mutually agreed upon written amendment to the Agreement governing such Additional Service.

SCHEDULE B

FEES

PAYMENT TO CIGNA

Reference is made to the Professional Services Agreement by and between City of Clearwater and Cigna Onsite Health, LLC, effective October 1, 2015. Capitalized terms in this Schedule B shall be as defined in the Agreement, unless otherwise indicated.

1. Operating Budget

- a. Cigna will use the attached **Operating Budget (Appendix 1)** as the projected budget for Total Operational Expenses (Salaries and Benefits, Supplies, Other Direct Expenses, and Systems Expenses), Infrastructure Costs, estimated Implementation Costs and Management Fees related to the Clinic Services for the Initial Term. The Operating Budget may be modified based on any change in the Clinic 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 Cigna. Cigna 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 Cigna's good faith projection of anticipated operating costs and expenses for the Clinics. Client understands and acknowledges that the Operating Budget may change, based upon the volume of Participants seen at the Clinics and other factors.
- b. Sixty (60) days prior to the expiration of the Initial Term of the Agreement, Cigna shall present to Client a proposed Operating Budget for the Clinic for any Renewal Term, and Client and Cigna 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, Cigna shall present to Client a proposed Operating Budget for the Clinic for the upcoming Renewal Term, and Client and Cigna shall mutually agree on such Operating Budget.

2. Audit

- a. Client or its designee shall be entitled to audit, upon forth-five (45) days prior written notice to Cigna, all documents and records related to Operational Expenses, **with the exception of certain administrative and medical supplies and equipment, as identified by Cigna**. Cigna shall not be required to provide to Client invoices or records concerning such administrative and medical supplies and equipment costs, where disclosure of pricing of such supplies and equipment is prohibited by confidentiality provisions in the applicable agreement between the vendor and Cigna for the purchase of such administrative and medical supplies and equipment.
- b. Audits shall be limited to one every twelve (12) months, and shall be conducted during normal business hours, at Cigna's offices at mutually agreeable locations. Client or its designee and their representatives conducting such audit shall be required to sign a confidentiality agreement as mutually agreed upon by the Parties. Such audits shall not include disclosure of Protected Health Information (PHI) as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3. **Adjustment to Operating Budget Baselines**

- a. In the event that Client requests additional clinical and/or administrative personnel to provide the Services at the Clinic, the cost of which will exceed the staffing baselines set forth in the **Operating Budget (Appendix 1)**, Client shall pay to Cigna, in addition to all Management Fees and Operational Expenses required in this **Schedule B**, an amount equal to the additional staffing compensation incurred in connection with the additional Services (“Additional Resource Charges”).
- b. If a Mid-Level Practitioner is on PTO or Leave, is ill or otherwise not available to provide Services (“Vacancy”), Cigna will inform Client of such Vacancy, and will determine in consultation with Client if the position needs to be temporarily staffed. In the event that Client elects to have such position filled on a temporary basis, Client shall so notify Cigna in writing. Client shall be responsible for all additional payment for staffing such Vacancies. Cigna shall use best efforts to manage the temporary labor utilized to fill Vacancies. Additional staff shall be of equal or higher degree of professional or paraprofessional designation as compared to Clinic Staff that are unavailable.
- c. Client shall not be responsible for payment of any PTO or Leave for any Clinic Staff who are independent contractors and not employees of Cigna. Client will only be responsible for payment of PTO and Leave relating to any of Clinic Staff who are employed by Cigna, as they are listed in **Schedule A, Scope of Services**. Client’s responsibility for payment of such PTO and Leave is included under the “Salary & Benefits” component listed in the applicable **Operating Budget (Appendix 1)**.

4. **Operating Expense Report**

On a quarterly basis, Cigna will provide Client with an Operating Expense Report for the preceding quarter. Cigna shall issue the Operating Expense Report to a mutually agreed upon contact for Client. Such Operating Expense Report shall include the following from the Total Operational Expenses (Salaries and Benefits, Supplies, Other G&A, Systems Expenses) from the **Operating Budget (Appendix 1)**.

5. **Payment**

- a. Client shall pay and reimburse Cigna for the following as listed in the **Operating Budget (Appendix 1)**:
 - i. Total Operational Expenses (Salaries and Benefits, Supplies, Other Direct Expenses, Systems Expenses);
 - ii. Infrastructure Costs;
 - iii. Implementation Costs; and
 - iv. Management Fees.
- b. In addition, Client shall reimburse Cigna for Additional Resource Charges incurred under this Scope of Services.

- c. On or before the 20th day of each month, Cigna will issue to Client an invoice for Fees, Operational Expenses, Implementation Costs and Additional Resource Charges (collectively, "Clinic Fees") due and owing for Clinic Services performed during the preceding month (each "Billing Period"). Client shall pay Cigna within thirty (30) days of receipt of an invoice for Clinic Fees.
- d. Notwithstanding the above, Cigna shall invoice City of Dunedin directly for expenses incurred by it's Eligible Participants for Laboratory Services; Flu immunizations; and Radiology Services as described in under "Clinic Services" in Schedule A. City of Dunedin shall pay and reimburse Cigna directly for such invoices.

6. Records

Cigna shall maintain such books, records and documents to reflect the expenditures of all funds under the Agreement and all Schedules and Appendices thereto, in accordance with generally accepted accounting principles. Cigna shall prepare and provide Client with copies of an annual invoice summary statement and such other reports as the Client and Cigna may mutually agree upon in writing.

CIGNA Onsite Health

Appendix 1

Prepared for: City of Clearwater/Dunedin

Projection valid thru: 10/31/2015

Estimate for Three Full Years

Description	Year 1	Year 2	Year 3
Participants - eligible for access	3,140	3,140	3,140
Projected Primary Care Visits	4,878	4,927	4,978
Prevention/Health Promotion Visits	1,483	1,478	1,493
Total Expected Visits	6,341	6,405	6,469
FTE's			
Physician	1.00	1.00	1.00
Nurse Practitioner	1.00	1.00	1.00
Registered Nurse	1.00	1.00	1.00
Medical Assistant	2.00	2.00	2.00
Front Office	1.00	1.00	1.00
Total FTE's	6.00	6.00	6.00
Salaries & Benefits	745,000	765,000	788,000
Supplies	238,000	248,000	254,000
Other Direct Expenses	52,000	45,000	48,000
System Expenses	58,000	58,000	58,000
Total Operational Expense	1,093,000	1,114,000	1,146,000
Infrastructure Costs	281,000	268,000	275,000
Management Fee	75,000	77,000	79,000
Total Fees	336,000	345,000	354,000
Total On Site Health Center Cost	1,429,000	1,459,000	1,500,000
Estimated Implementation Costs	103,000	-	-

Assumptions

- The facility is staffed as indicated in the FTE section above
- Full-time is considered to be 40 hours per week and represented by 1.00 FTE
- Cost for cash collection at the site are not included
- Operating costs include system licensure based on the number of professional staff
- Marketing for communications to those eligible for access to the site is planned at \$10,000 in year one and \$5,000 the following years. (Pass thru expense, only charged if used)
- Recruitment cost staff is projected at \$10,000 per year. (Pass thru expense, only charged if used)
Recruiting fees, if necessary to be paid in conjunction with staff hiring. (e.g., \$10,000 recruiting fee for clinical hires).
- Does not include the cost of facility buildout
- Does not include the cost of lease
- Assumes 35% of eligible participant receive a flu shot in the clinic
- Visits include medical and health promotion based on prior clinic activity provided
- Lab vendor will be paid through clinic instead of lab vendor submitting a claim directly to insurance. Estimated at \$1.50 pmpm in projection but client pays for actual exp's.
- Includes cost of prepackaged medicine at \$15.00 per script assuming 1.5 scripts per visit. Contingent on verification to dispense in the state.
- Includes estimate for temporary labor coverage during employee PTO. Option to close clinic during PTO will eliminate the estimate. (Pass thru expense, only charged if used)
- Does not include data conversion.
- Corporate Practice of Medicine law will need to be reviewed. Additional charges may apply for compliance.
The cost to contract for a practitioner to deliver service within the law may be higher or lower than projected, actual costs are passed through.
- High Speed Internet must be available to the building and extended to demark within vendor service distance requirements.
- Radiology expenses are included and assumed to average \$500 per month (\$6,000 per year).
- Cigna bills Clearwater 100% for costs included in this Clearwater/Dunedin projection, Clearwater then recovers 17% from Dunedin. However, pass thru services like Lab, Flu and Imaging will be invoiced separately betw/ Clearwater and Dunedin. The combined estimated total of these services is reflected in this projection.