

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This is the First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") between City of Clearwater ("Client") with offices located at 100 South Myrtle Avenue, Clearwater, Florida 33756 and Cigna Onsite Health, LLC ("Cigna") with offices located 26500 North Norterra Drive, Phoenix, Arizona 85085 effective October 1, 2015, whereby Cigna agreed to provide for a Cigna Onsite Health Clinic ("Clinic") providing low acuity, urgent and episodic care and ancillary services for the benefit of Client employees and others (as defined in the Agreement). This First Amendment is effective January 1, 2018 ("First Amendment Effective Date"). Client and Cigna are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, pursuant to Section 28 of the Agreement, the Parties wish to amend the Agreement to add onsite health coach services to Client's clinic located at 401 Corbett Street in Clearwater, Florida in accordance with the terms stated herein.

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

1. For purposes of this First Amendment, capitalized terms used herein shall be as defined in the Agreement, as amended, or in any of the Schedules or Appendices attached thereto, unless otherwise specified.
2. Section 4. Clinic Staff of Schedule A – Scope of Services of the Agreement is hereby deleted in its entirety and replaced with:

**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	One (1) Full-Time Physician  One (1) Full-Time Nurse Practitioner ("Mid-Level Practitioner")  One (1) Full-Time Health Educator Coach (backfill for the RN position)  Two (2) Full-Time Medical Assistants  One (1) Full-Time Medical Administrative Assistant  One (1) Full-Time Licensed Practical Nurse

	Full-Time is defined as regularly working a forty (40) hour week.
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3. Attachment 1, Onsite Health Coach Services, attached to this First Amendment is hereby added to the Agreement to add onsite health coach services as further defined in the Attachment 1.
4. Except as modified by this First Amendment, all other terms and provisions of the Agreement, as amended, and all Schedules and Appendices attached thereto, shall continue in full force and effect.

**IN WITNESS THEREOF**, the Parties hereto have caused this First Amendment to be executed in duplicate and signed by their respective officers duly authorized to do so.

**CIGNA ONSITE HEALTH, LLC**

By: Jeffrey T. Perry, DBA, PhD

Name: Jeffrey T. Perry, DBA, PhD

Title: Chief Operating Officer, VP

Date: 5.16.2018

**CITY OF CLEARWATER**

Countersigned:

\_\_\_\_\_  
George N. Cretekos  
Mayor

Approved as to form:

\_\_\_\_\_  
Matthew M. Smith  
Assistant City Attorney

Date: \_\_\_\_\_

**CITY OF CLEARWATER**

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Attest:

\_\_\_\_\_  
Rosemary Call  
City Clerk

# Attachment 1

## ONSITE HEALTH COACH SERVICES

### Onsite Health Coach Services - (80% coaching/20% promotion)

Cigna Onsite Health, LLC will arrange through its affiliate, Cigna Onsite Health, LLC ("Cigna"), to provide to City of Clearwater ("Client") employees ("Participants") onsite health coach services ("Health Coach Services") at Client's worksite locations. Health Coach Services described herein **do not** constitute professional medical advice or the diagnosis or treatment of Client's Participants who utilize the Health Coach Services, and are intended to be educational in nature only. As used herein, "Participants" means those employees of Client or employees and their dependents, eligible for the Health Coach Services provided hereunder as directed by Client. Onsite Coach Services are included in the Clinic Scope of Work.

Cigna will provide or arrange for the provision of the following health and wellness promotion services based on a ratio of approximately 80% onsite wellness coaching services and 20% general onsite wellness promotion services:

Onsite Wellness Coaching (80%)	Health Coach shall provide one-on-one coaching sessions for Participants on topics, including:
	<ul style="list-style-type: none"> <li>i. <u>Nutrition</u> <ul style="list-style-type: none"> <li>a. Establish nutritional health goals collaboratively;</li> <li>b. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the Health Coach's prescribed wellness plan; and</li> <li>c. Deliver topic-specific education and referrals, as needed.</li> </ul> </li> <li>ii. <u>Physical Activity</u> <ul style="list-style-type: none"> <li>a. Establish coaching duration and frequency collaboratively between Participant and Health Coach based on Health Coach prescribed plan; and</li> <li>b. Deliver topic specific education and referrals, as needed.</li> </ul> </li> <li>iii. <u>Wellness Education and Referrals For:</u> <ul style="list-style-type: none"> <li>a. Prevention;</li> <li>b. Women's issues (includes menopause, infertility);</li> <li>c. Children's health issues (includes the importance of vaccines, healthy eating, exercise, etc.);</li> <li>d. Men's health;</li> <li>e. Sleep;</li> <li>f. Stress;</li> <li>g. Weight;</li> <li>h. Other health topics and concerns; and</li> <li>i. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the Health Coach's prescribed wellness plan.</li> </ul> </li> </ul>

	<p>iv. <u>High Blood Pressure:</u></p> <ol style="list-style-type: none"> <li>Establish blood pressure reduction goals collaboratively (Participant, Physician and Health Coach);</li> <li>Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the Health Coach's prescribed wellness plan;</li> <li>Deliver condition-specific education and referrals, as needed; and</li> <li>Identify any Gaps in Care ("GIC") and educate and assist in closing the GICs.</li> </ol> <p>v. <u>High Cholesterol</u></p> <ol style="list-style-type: none"> <li>Establish cholesterol reduction goals collaboratively (Participant, Physician and Health Coach);</li> <li>Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the Health Coach's prescribed wellness plan;</li> <li>Deliver condition-specific education and referrals, as needed; and</li> <li>Identify any Gaps in Care ("GIC") and educate and assist in closing the GICs.</li> </ol> <p>vi. <u>Maternity</u></p> <ol style="list-style-type: none"> <li>Education on and referrals to Health Pregnancy/Healthy Baby program (if purchased by Client) or Healthy Babies;</li> <li>Education on the importance of prenatal care;</li> <li>Leverage clinical guidelines used in existing programs; and</li> <li>Coordinate with a lactation consultant.</li> </ol> <p>vii. <u>Benefits Navigation</u></p> <ol style="list-style-type: none"> <li>Deliver basic information concerning benefit resources and tools to maximize benefits, including cost and quality tools, mycigna.com resources, etc.;</li> <li>Refer to Client Human Resources contact for detailed plan questions, concerns, and issues requiring escalation;</li> <li>Education and referrals to plan clinical programs (internal and external); and</li> <li>Assist employees with health care professional referrals, (e.g., primary care physician or specialist referrals in the Cigna network).</li> </ol>
<p><b>Onsite Wellness Promotion (20%)</b></p>	<p>Health Coach shall support onsite wellness promotion events and activities for Client employee population, including:</p> <p>viii. <u>Support One Annual Biometric Event</u></p> <ol style="list-style-type: none"> <li>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;</li> <li>Assist with biometric consultations on the day of biometric event; and</li> <li>Promote the event, including posting signage.</li> </ol> <p>ix. <u>Support Health Risk Assessment ("HRA") Completion</u></p> <ol style="list-style-type: none"> <li>Assist with HRA surveys delivered annually to employees;</li> <li>Provide wellness coaching and consultations on HRA results; and</li> <li>Referrals to clinical programs where appropriate based on HRA results.</li> </ol>



	<p>x. <u>Deliver Onsite Group Seminars</u></p> <p>a. Plan and deliver up to three (3) seminars per quarter, which may be presentation-style "lunch and learn" or a seminar.</p> <p>xi. <u>Deliver Annual Workshops</u></p> <p>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.</p> <p>xii. <u>Support Annual Flu Shot Event</u></p> <p>a. Assist with event logistics; suggest times of flu shot clinic event, measurements of location space for holding event, conduct a pre-event interest survey to gauge estimated participation; and</p> <p>b. Promote the event, including posting signage.</p> <p>xiii. <u>Miscellaneous</u></p> <p>a. Staff a monthly "Stop By" booth theme that is specific to each month and do the same at annual Wellness Fair;</p> <p>b. Develop, monitor and manage a bulletin board topic of the month; and</p> <p>c. Engage employees to establish coaching referrals.</p> <p>d. Work in collaboration with the Cigna HealthCare account team to analyze health spending trends and related actions (CAP report analysis); and</p> <p>e. Attend Client wellness committee steering meetings.</p>
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#### Onsite Health Coach Staff

Cigna shall be responsible for providing onsite Health Coach staff at the following Client Locations, commencing on the dates listed below ("Effective Date of Services") and continuing throughout the term of the Agreement as follows

Client Location/Effective Date of Services	Staff/Days and Hours
<p><b><u>Primary Location:</u></b>  Powell Professional Center  401 Corbett Street, Suite 240  Clearwater, FL 33756*</p> <p><b><u>Additional Site Locations (Wellness Promotion services only offered at these locations):</u></b>  Municipal Services Building  100 S Myrtle Ave.  Clearwater, FL 33756</p>	<p><b><u>Health Coach:</u></b> One (1) Full-Time Health Educator Coach providing coaching services at the Client Location. Health Coach shall have a Bachelor/Masters level in clinical sciences related to wellness promotion and/or certifications as defined by the Allied Health Leadership Council.</p> <p>Full-Time is defined as regularly working forty (40) hours per week, including one hour per day for lunch.</p> <p>Days and Hours to be mutually agreed upon in writing between the Parties and shall be Monday through Friday, from 8:00am until 5:00 p.m. Notwithstanding anything in this Agreement to the contrary, electronic communication with confirmation by both Parties is deemed acceptable for such written agreement and changes will not require an amendment.</p>

<p><b>Police Department</b>  <b>645 Pierce Street</b>  <b>Clearwater, FL 33756</b></p> <p><b>Clearwater Gas Dept.</b>  <b>400 N Myrtle Ave</b>  <b>Clearwater, FL 33755</b></p> <p><b>City of Clearwater Yard Waste Transfer Station</b>  <b>1701 N Hercules Ave</b>  <b>Clearwater, FL 33765</b></p> <p><b>Public Utilities</b>  <b>1650 N Arcturus Ave</b>  <b>Clearwater, FL 33765</b></p> <p><b>General Services</b>  <b>1900 Grand Ave</b>  <b>Clearwater, FL 33765</b></p> <p><i>*Health Coach may provide coaching and/or health promotion services at other locations upon email confirmation by the Parties.</i></p> <p><b>Effective Date of Services: March 1, 2018 or a later date, mutually agreed upon by the Parties.</b></p>	
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The onsite Health Coach will be an employee or independent contractor of Cigna or its Affiliates or parent companies.

**Paid Time Off and Leave:** Client acknowledges and agrees that, in addition to Cigna Holidays, the Health Coach shall be entitled to paid time off (PTO) and other leave ("Leave") in accordance with Cigna's standard policies and procedures ("Policies"). PTO shall include: (a) vacation days; (b) personal days; (c) purchased days off; (d) sick dates; and (e) other PTO in accordance with applicable law and current Cigna Policies. Leave shall include: (a) military leave; (b) Family Medical Leave (FMLA); (c) disability leave; (d) caregiver leave; and (d) other leave in accordance with applicable law and current Cigna Policies.

In the event that the Onsite Health Coach is absent due to PTO or Leave, Cigna shall not be required to back-fill the position or provide a substitute during such absence to provide the Services hereunder, except in the case where the Coach is absent for an extended period due to military, FMLA, disability leave, or any other leave as defined under the current Cigna policies and practices, Cigna shall as quickly as possible use its best efforts, acting in good faith, to recruit and engage a qualified temporary substitute. Extended Absences" shall not include: (a.) inability to perform Services due to weather conditions; (b.) inability to

perform Services due to a Force Majeure Event as defined in the Agreement; (c.) FMLA utilizing paid vacation days; or (d.) sick time not considered short term disability (STD) under Cigna policies.

**Health Coach Personnel Performance.** In the event that Client is dissatisfied with the performance of any Health Coach Personnel providing Services hereunder, or asserts that any Cigna 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 Cigna immediately and provide in writing the facts necessary to validate the concern or complaint. Cigna 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 Cigna or its Affiliates as to the performance shall govern, including any confidentiality requirements contained therein. Client agrees, where necessary, to cooperate with Cigna in conducting any investigation or inquiry, and in providing documentation and testimonial support in event of litigation concerning Health Coach Personnel misconduct or failure to perform.

**Non-Solicitation:** 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 the employee or independent contractor engaged by Cigna to provide services under this Agreement, to leave the employment or engagement of Cigna 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 Cigna.

**Termination of Onsite Health Coach Services:**

1. Either Party may terminate Health Coach Services under this Agreement in their entirety or for a specific Location by providing the other Party with sixty (60) days prior written notice.
2. In the event of a material breach, the non-breaching Party may terminate this Agreement upon providing sixty (60) days prior written notice to the breaching Party. The Party claiming the right to terminate hereunder shall set forth in the notice the facts underlying the claim that the other Party is in breach of this Agreement. If such breach is remedied to the reasonable satisfaction of the non-breaching Party within sixty (60) days of receipt of such notice, this Agreement shall continue in effect for the remainder of the term. Material breach includes but is not limited to a failure by either Party to perform in whole or in part an affirmative obligation to the other Party under this Agreement.
3. In the event that the "ASO Agreement" entered into between Client and Cigna Health and Life Insurance Company terminates for any reason, onsite Health Coach Services shall automatically terminate on the effective date of termination of the ASO Agreement.

**ONSITE HEALTH COACH OFFICE AND IT REQUIREMENTS**

Client acknowledges and agrees that individual one-on-one coaching sessions between the onsite Health Coach and eligible Participants is contingent upon Client providing, at each location where one-on-one coaching shall take place, a private, confidential space and internet access as described immediately below, to allow the Health Coach to utilize Cigna's coaching database. If such private, confidential space with internet access as described below is not provided by Client at any location, Cigna will not perform one-on-one coaching services or reporting under the Agreement at such Location(s).

**Client General (Non-IT) Onsite Health Coach Office Requirements.** Client shall provide and maintain an Onsite Health Coach Office in accordance with the following general (non-IT) requirements: Office Location. Health Coach Office shall be located in an area that has viable and reliable wireless internet connectivity, preferably not on a basement or underground level.

1. Office Location. Health Coach Office shall be located in an area that has viable and reliable wireless internet connectivity, preferably not on a basement or underground level.
2. Office layout. For locations and times the Health Coach will provide one-on-one coaching sessions, 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).
3. Office Utilities and Services
  - a. Utility and service requirements for the Health Coach Office:
  - b. Adequate heating, ventilation, and air conditioning to maintain conditions at appropriate temperatures between 65° F. and 75° F during office hours;
  - c. Electricity adequate for computer systems, lighting, normal office use, and heating and air conditioning;
  - d. Adequate lighting for normal office use, and replacement of standard lamps when necessary; and
  - e. Janitorial services for Onsite Health Coach Office and restroom facilities (including restroom supplies).
4. Office Signage. Appropriate signage can be placed on or outside the Health Coach office door which:
  - a. Identifies the office as the Health Coach location; and
  - b. Identifies hours the Health Coach is on the campus and a phone number to contact the Health Coach when not in the office but is onsite.
5. Health Coach Information Box. A secured information box (to be opened only by the Health Coach) placed outside the Health Coach office for employees to drop messages when the Health Coach is and/or is not onsite.
6. 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.

**Client - IT Requirements for Onsite Health Coach Office.** At its sole cost and expense, unless otherwise indicated therein, Client shall provide or arrange for the provision of those Client obligations set forth below:

1. Desktop or laptop computer on Client's network;
2. High Speed Internet Access / VPN Connectivity;
3. A minimum 20 Mbps Down / 10 Mbps Up bandwidth connection to enable Health Coach to access to data tracking documentation and reporting system throughout the worksite and any other expanded services that require bandwidth;
4. Client provided network account (with email address);
5. 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.
6. Client provided printer or access to nearby printer for the computer on Client's network with appropriate security standards aligned with printing PHI.



7. Client shall ensure that High Speed Internet services are available to the building and extended to the Health Coach Office. If no internet service providers have services established to the building, Client shall 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. Onsite coach service implementation timelines may be dependent upon internet service installation timelines
8. Client shall provide IT resources to work collaboratively with Cigna to:
  - a. Coordinate with the internet service provider to resolve issues with internet service or Client-provided equipment;
  - b. Acknowledge notice of the issue within one (1) hour; and
  - c. Be available and make best and most diligent efforts to assist and resolve any IT issues that involve Client provided internet services or access to Client restricted building areas and infrastructure within a three (3) hour timeframe after acknowledgement of issue. 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.
  - d. The Client-supplied computer is used for collaborative side-by-side workstation sessions to help Participants complete online health assessments, look up online health information, navigate [www.mycigna.com](http://www.mycigna.com) and other e-sessions where the Health Coach and Participant need to use e-health technology. The Client-supplied printer is used for printing e-health reports.
  - e. Client IT shall support their IT equipment provided in the onsite Health Coach Office. Cigna IT will participate in collaborative troubleshooting, if required.
  - f. If Client is unable to meet IT Requirements, Cigna will suggest any reasonable alternate accommodations that will help allow the Health Coach to provide the Health Coach Services. This may include having the Health Coach work some hours remotely, which may reduce the hours available for the Health Coach to conduct fact-to-face coaching services at the Client's location. Client understands Health Coach Services may be impacted if Client does not meet IT Requirements.
9. Cigna shall provide or arrange for the provision of IT Requirements for the Health Coach Office as follows:
  - a. Cigna Laptop for our Health Coach;
  - b. Two Cigna printers which will be connected to the Cigna 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. Cigna IT supports this IT equipment above provided to our Cigna onsite Health Coaches.

#### **CIGNA ONSITE HEALTH COACH FEES**

Health Coach mileage cost for travel to the health promotion locations will be included in the monthly clinic invoice.