

## FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This is the Fourth Amendment ("Fourth 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 Fourth Amendment is effective October 1, 2020 ("Fourth Amendment Effective Date"). Client and Cigna are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, the Client and Cigna previously entered into the Agreement, effective October 1, 2015, and as amended by the First Amendment, effective January 1, 2018, and as amended by the Second Amendment, effective September 19, 2018, and as amended by the Third Amendment, effective October 1, 2019.

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

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

1. For purposes of this Fourth 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. Pursuant to Section 3, the Parties agree to a Renewal Term of twelve (12) months from 10/1/2020 through 9/30/2021.
3. The **Operating Budget (Appendix 1)** attached to Schedule B – Fees of the Agreement is hereby deleted in its entirety and replaced with the **Operating Budget (Appendix 1)** attached to this Fourth Amendment for the Renewal Term of 10/1/2020 through 9/30/2021.
4. The recitals and representations are true and accurate and are incorporated herein by reference.

[THIS SECTION INTENTIONALLY LEFT BLANK]

5. Except as modified by this Fourth 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 Fourth Amendment to be executed and signed by their respective officers duly authorized to do so.

CIGNA ONSITE HEALTH, LLC	
Signature:	<i>Jeffrey T Perry, DBA, PhD</i>
Print Name:	Jeffrey T. Perry, DBA, PhD
Title:	Chief Operating Officer, VP
Date:	August 11, 2020

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
Frank Hibbard  
Mayor

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

Approved as to form:

Attest:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

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Rosemarie Call  
City Clerk

## Appendix 1



### CIGNA Onsite Health Cost Projection Estimates Prepared for: City of Clearwater - Budget Renewal

Description		10/1/20 - 9/30/21
Participants - Eligible for Access		3,140
Potential Visits		7,850
Penetration Rate		67.0%
Projected Primary Care Visits		5,260
Prevention/Health Promotion Visits		1,577
FTE's	Physician	1.00
	Nurse Practitioner	1.00
	Medical Assistant	2.00
	Front Office	1.00
	LPN & Office Manager	1.00
	<b>Total FTE's</b>	<b>6.00</b>
Salaries & Benefits		812,000
Supplies		234,000
Other Direct Expenses		103,000
System Expenses		71,000
<b>Total Operational Expense Estimate</b>		<b>1,220,000</b>
Admin Fee		19,000
Management Fee		81,000
Infrastructure Costs		284,000
<b>Total Fee Estimate</b>		<b>384,000</b>
<b>Total On Site Health Center Cost Estimate</b>		<b>1,604,000</b>

#### Assumptions

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