



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/4/2025

**File ID:** TMP-6312

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**Department:** Human Resources

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Amendment No. 3 to the Medical Services Agreement between the City of Huntsville and Premise Health Employer Solutions, LLC.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$

**Total Cost:** \$

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:**

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:** Amends the Master Service Agreement to remove "Springbuk and HCRM" as the recipient of claims data and replaces it with "Deerwalk Inc., d/b/a Cedar Gate Technologies" as the recipient of claims data.



**RESOLUTION NO. 25- \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to execute Amendment No. 3 to the Medical Service Agreement, by and between the City of Huntsville, an Alabama municipal corporation, and Premise Health Employer Solutions, LLC, (also known as “Premise Health”), which said amendment is substantially in words and figures the same as that certain document attached hereto and identified as “Amendment No. 3 to the Medical Service Agreement, between the City of Huntsville, and Premise Health Employer Solutions, LLC, consisting of six (6) pages, and the heading of Amendment No. 3 Medical Services Agreement, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 4th day of December, 2025.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama

**APPROVED** this the 4th day of December, 2025.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

## AMENDMENT NO. 3 TO MEDICAL SERVICES AGREEMENT

This **Amendment No. 3** to Master Service Agreement (“**Amendment No. 3**”) is effective as of October 1, 2025 (“**Amendment No. 3 Effective Date**”), and is made by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027 (“**Premise Health**”) and City of Huntsville, Alabama, having its principal place of business at 305 Fountain Circle, Huntsville, Alabama 35801 (“**City**”). Premise Health and City are each individually a “**Party**” and are collectively the “**Parties**.” Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

### RECITALS

**WHEREAS**, Premise Health and City entered into that certain Medical Services Agreement, effective September 10, 2020 as amended by that Amendment No. 1, effective June 23, 2022, and Amendment No.2, effective October 1, 2023 (collectively, the “**Agreement**”); and

**WHEREAS**, the Parties to update the Agreement as provided for in this Amendment No. 3.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. AMENDMENTS

1.1 Section 1.01d. of the Agreement is hereby modified to remove “Springbuk and HCRM” as the recipient of claims data and replace it with “Deerwalk Inc. dba Cedar Gate Technologies” as the recipient of claims data.

1.2 Section 2.13 of the Agreement is hereby modified to remove “Springbuk and HCRM” as the recipient of claims data and replace it with “Deerwalk Inc. dba Cedar Gate Technologies” as the recipient of claims data.

1.3 Exhibit A-2, attached hereto, shall be added to the Agreement in its entirety.

#### 2. MISCELLANEOUS

2.1 Effect of Amendment. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between this Amendment No. 3 and the Agreement, this Amendment No. 3 shall govern and control.

2.2 Authority. The Parties hereby represent and warrant that they have all necessary and required power and authority to enter into this Amendment No. 3 and that the execution and delivery of this Amendment No. 3 by the Parties has been duly authorized by all requisite corporate

action and when executed and delivered, this Amendment No. 3 shall be valid and binding upon the Parties.

2.3 Counterparts. This Amendment No. 3 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by electronic mail, cloud-based server, e-signature technology, or other similar electronic means and neither Party shall contest the validity of any properly delivered signature or mark.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 3 by and through their respective representatives to be effective as of the Amendment No. 3 Effective Date.

**CITY OF HUNTSVILLE, ALABAMA**

**PREMISE HEALTH EMPLOYER  
SOLUTIONS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama  
Date: \_\_\_\_\_

## **EXHIBIT A-2**

### **STATEMENT OF WORK**

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the “SOW”) are effective as of October 1, 2025 and attached to, made a part of, and governed by the Master Services Agreement, effective September 10, 2020 by and between the City of Huntsville, AL (“City”) and Premise Health. To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

### **ARTICLE I LOCATIONS AND SERVICES OFFERED BY LOCATION**

Premise Health provides the products and services listed below as related to Population Health Insights:

<b>Products &amp; Services</b>
Primary Care Schedule 1

### **ARTICLE III REPORTING AND RETURN ON INVESTMENT**

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience. Quarterly reports build on the monthly report and add clinical outcome metrics. If Member Data is made available to Premise Health, an initial claims-based return on investment (“ROI”) analysis will be created after a full year of operation allowing for a more complete dataset which will reflect in the per Participant per year savings. Premise Health will prepare a claims-based ROI analysis annually approximately six (6) to nine (9) months after each twelve (12) month period that Participant data is obtained. The ROI report may include:

- (a) Medical and pharmacy cost savings for Participants who engage with Premise Health Personnel.
- (b) Impact and performance reporting of Premise Health services including product-level ROI, attribution, total cost of care drivers, clinical impact, and impact on health plan cost.
- (c) Productivity savings for lost work time of Participants treated at the Health Center compared to community care.

(d) A comparison of clinical and financial outcomes to assessments of Services, conditions, providers, procedures, or other costs of care, to identify factors that may increase cost and/or lower quality of care for Participants.

(e) Insights and recommendations based on analyses to improve health outcomes, access, and cost savings.

## **ARTICLE IV ENGAGEMENT MARKETING**

Premise Health will develop a marketing plan specifically focused on City's scope of Services. Such marketing plan is designed to reach all Participants who are eligible to receive the Services. Engagement marketing will utilize Member Data, when available, to create tailored and effective marketing plans to promote engagement and awareness of the Services.

### **Schedule 1 to Exhibit A Primary Care**

Primary care provides Participants with comprehensive, coordinated care across Premise Health services and other City-offered health programs. For Participants who elect to use the Health Center as their primary care provider, Premise Health Personnel will serve as the point of entry into the healthcare system and act as the ongoing coordinator for healthcare services.

#### **1.1. Preventive Services.** Preventive services include:

(a) Assessing gaps in preventive care during routine visits and using clinical assessment of Member Data, when available, to enhance understanding of Participants' care needs, medical history, and identify care gaps.

#### **1.2. Managing Chronic Conditions.** Premise Health Personnel incorporate the following scope in their practice:

(a) Using clinical assessment of Member Data, when available, to aide in care planning with deeper insight of the Participant's medical history which may include health problems, chronic conditions, emergency room visits, inpatient hospitalizations, and dispensed medications, etc.

(b) Identifying active health problems and allergies and reviewing prescription/over-the-counter medications and herbal supplements for contraindications and interactions and clinical assessment of diagnoses and medications in Member Data when such data is available.

(c) Managing appropriate chronic conditions with the goal of condition improvement and reversal and assessing/addressing Participant response to medications and barriers to adherence, including incorporating clinical assessment of prior and ongoing chronic

conditions and medical management of chronic conditions identifiable within Member Data, when such data is available

(d) Addressing health risks (*e.g.*, obesity, diet, tobacco use), compliance with treatment plans, medication adherence, self-monitoring strategies, and incorporating clinical assessment of such health risks and medications identifiable within Member Data, when such data is available.

(e) Providing ongoing support and mitigation of health issues between visits based on data directed by Participants and from Member Data, when such data is available.

**1.3. Acute/Urgent Care.** Acute/urgent care includes:

(a) Providing acute care, symptom treatment, and health management appropriate for Participants based on subjective and objective data including, but not limited to, personal and family medical history, Member Data when available, laboratory and physical examination findings during visits to the Health Center or virtually, where technology is enabled, during established operating hours. The criteria for virtual care may be changed by mutual consent of the Parties.

(e) Prescribing, administering, and monitoring ongoing medications, leveraging e-prescribing functionality, reviewing history of prescriptions from community providers, and accessing applicable formulary information that includes less expensive alternatives, generics, and copay information before writing the prescription and incorporating clinical assessment of medications identifiable within Member Data, when such data is available, to provide less expensive alternatives for relevant medications.

**1.4. Women's Health.** Specialized primary care services are available for women, which include:

(a) Using Member Data, when available, to identify gaps in routine care and preventative screenings and enhance clinical assessment of the Participant's medical history relevant to women's health.

**1.5. Pediatric Care.** Routine preventive care is provided by Premise Health for eligible Dependents 2 years and older, including:

(a) Using Member Data, when available, to enhance coordination of well-child care.

**1.6. Referral Management.** Participants are referred to appropriate specialists and inpatient hospitals as medically appropriate and aligned with City health plan quality networks. Premise Health will:



(a) Review Member Data, when available, to better understand medical history such as specialist utilization and prior admissions.

(b) Track referrals electronically through receipt of summary from community provider and follow up on overdue reports.

**1.7. Lifestyle Medicine.** Primary care incorporates a lifestyle medicine approach to address modifiable behaviors, including nutrition, movement, sleep, stress/emotional wellbeing, substance use, hydration and outdoor activity. Premise Health Personnel employ basic wellness coaching strategies to promote behavior change including the following:

(a) Clinical assessment of Member Data, when available, to enhance understanding of medical history and development of a personalized lifestyle medicine plan.

(b) Using Participant-reported lifestyle and health behaviors as well as Member Data, when available, to identify and optimize engagement to encourage Participant visits to the Health Center or virtually, and provide lifestyle medicine to Participants with the highest level of care needs.

(c) Providing customized content to Participants based on best practices and content relevant to sub populations of Participants based on analysis of Member Data, when such data is available.

**1.8. Health Promotion and Health Education Services.** Scope includes the following:

(a) Providing information to engaged Participants using Member Data, when available, to identify and provide targeted health promotion content.