

Eighth Amendment to the Health Care Consultant Agreement
between
The City of Overland Park, Kansas
and
Mercer Health & Benefits LLC

This eighth amendment (the "Eighth Amendment") is made as of May 31, 2015, by and between the City of Overland Park, Kansas ("City") and Mercer Health & Benefits LLC ("Consultant").

WHEREAS, City and Consultant entered into a Health Care Consultant Agreement commencing on June 1, 2007 (the "Agreement") whereby City engaged Consultant to provide certain services to City under the terms and conditions set forth in the Agreement; and

WHEREAS, the City and Consultant subsequently on May 30, 2010 entered into an amendment to the original June 1, 2007 Agreement, (the "Amendment") whereby the parties agreed to certain limitations of liability and other matters; and

WHEREAS, the City and Consultant subsequently on June 20, 2011 entered into a Second Amendment to the original June 1, 2007 Agreement and the May 30, 2010 Amendment to the Health Care Consulting Agreement, (the "Second Amendment") whereby the parties agreed to certain terms and conditions; and

WHEREAS, the City and Consultant subsequently on July 9, 2012 entered into a Third Amendment to the original June 1, 2007 Agreement, the May 30, 2010 Amendment, and the June 20, 2011 Second Amendment, (the "Third Amendment") whereby the parties agreed to certain terms and conditions; and

WHEREAS, the City and Consultant subsequently on November 19, 2012 entered into a Fourth Amendment to the original June 1, 2007 Agreement and all subsequent amendments to the Agreement, whereby the parties agreed to certain terms and conditions; and

WHEREAS, the City and Consultant subsequently on August 5, 2013 entered into a Fifth Amendment to the original June 1, 2007 Agreement and all subsequent amendments to the Agreement, whereby the parties agreed to certain terms and conditions; and

WHEREAS, the City and Consultant subsequently on December 16, 2013 entered into a Sixth Amendment to the original June 1, 2007 Agreement and all subsequent amendments to the Agreement, whereby the parties agreed to certain terms and conditions; and

WHEREAS, the City and Consultant subsequently on May 31, 2014 entered into a Seventh Amendment to the original June 1, 2007 Agreement and all subsequent amendments to the Agreement, whereby the parties agreed to certain terms and conditions; and

WHEREAS, the parties now wish to further amend the Agreement and all subsequent amendments to the Agreement as provided below.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained in the Agreement, subsequent amendments and herein, the parties agree as follows:

Paragraph 1. The parties agree to amend the following provisions of the Agreement and all subsequent amendments:

SECTION VI. CONSIDERATION AND PAYMENT TERMS shall be amended by replacing the existing language with the following provisions:

Except as otherwise provided in this Section VI, City shall pay Consultant the following compensation for services provided to the City:

June 1, 2015 to May 31, 2016 the compensation shall be:

Medical and Dental ongoing services	\$ 72,500
Medical Marketing Project (if required)	\$ 20,000
Dental Marketing Project (if required)	\$ 10,000

Provided the Parties have contracted for the term June 1, 2016 to May 31, 2017 the compensation shall be:

Medical and Dental ongoing services	\$ 75,000
Medical Marketing Project (if required)	\$ 20,000
Dental Marketing Project (if required)	\$ 10,000

In addition, the parties acknowledge that the Consultant is entitled to receive the following compensation in the form of commissions on ancillary insurance coverage as indicated below:

Lincoln Financial:

Basic Life & Dependent Life Insurance;
Basic AD&D;
Long Term Disability;
Optional Life;
Optional Short Term Disability;

Commissions:

All coverages pursuant to commission schedule

Application Software, Inc. (ASI)

Flex Administration
Net of commissions

UNUM Life Insurance Company:

Long Term Care Insurance

Commissions:

Pursuit to commission schedule

Aetna/Allstate (effective January 1, 2014):

Critical Illness;
Vision

Commissions:

Pursuant to commission schedule

Payment Terms

Consultant is to remit a monthly invoice for one-twelfth (1/12) of the annual consideration as set forth in Paragraph A above, to the City's Manager, Human Resources that records the Consultant's monthly activity and the hours expended. Payment for services rendered by Consultant is due and payable by City within 30 days of receipt of invoice from Consultant.

Cash Basis Law

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties shall be relieved from all obligations, without penalty, under this Agreement.

SECTION XII TERM, shall be amended and restated to read as follows:

The term of this Agreement shall be from June 1, 2015, to May 31, 2016 (the "Term"). After the Term, on June 1, 2016, the Agreement is subject to renewal by the parties for one additional one-year term. During the Term, this Agreement is subject to termination as provided for in the Agreement.

IN WITNESS WHEREOF, the parties have agreed to this Eighth Amendment this _____ day of _____, 2015.

ATTEST:

CITY

Marian Cook
City Clerk

By: _____
Carl Gerlach
Mayor

APPROVED AS TO FORM:

Michael R. Santos
City Attorney

Mercer Health & Benefits LLC

By: _____
Name:
Title:

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of Mercer Health & Benefits LLC, a corporation duly organized, incorporated, and existing under and by virtue of the laws of _____, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the above instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires
