

**First Amendment to Agreement
Between The City of Overland Park, Kansas
And
CorporateCare Occupational Medicine Network
For Services Relating to the
Employee Wellness Plan**

The parties, by signing below, agree that the Agreement between the City of Overland Park, Kansas and CorporateCare Occupational Medicine Network for Services Relating to the Employee Wellness Plan dated December 23, 2009, for an initial period of twelve months (January 1, 2010 through December 31, 2010) and subsequently renewed for an additional two years (January 1, 2011 through December 31, 2011 and January 1, 2012 through December 31, 2012), hereinafter referred to as "Agreement", is hereby amended as follows:

SECTION II – COMPENSATION of the Agreement is amended to read as follows:

Service	Fee
Health and Fitness Assessment Includes: Review of Medical History and Physical, blood pressure check, height/weight, urine dip, blood work, titmus vision screen, treadmill stress test, audiogram, pulmonary function, body fat, flexibility, strength and posture	\$275.00
Health and Fitness Assessment without Treadmill Stress Test Includes: Review of Medical History and Physical, blood pressure check, height/weight, urine dip, blood work, titmus vision screen, audiogram, pulmonary function, body fat, flexibility, strength and posture	\$150.00
Lab Work Only Includes: blood work and urine dip	\$50.00
Health Risk Assessment	\$25.00
Education Services	\$40/hr. - \$150/hr.*
Health Coaching	\$40.00/hr.**

* Four sessions will be provided each year at no charge. Additional requested sessions will be assessed an hourly fee dependent on qualifications of those presenting.

** Ten hours of Health Coaching each month will be provided at no charge; thereafter, this hourly fee will be assessed.

Charges for Optional Assessments, which are at the sole discretion of the Participant and not payable by the City, are as follows:

Prostate Cancer Screen (PSA Test)	\$40.00
Mammogram	\$150.00

The parties further agree that the City will only pay the aforementioned annual fee for each Participant who volunteers to participate in the required wellness assessments to be provided by the Contractor. Contractor is to remit a monthly invoice for services that records the Participant's name, social security number, department, cost center, and the date of the assessment. Payment for services rendered by Contractor is due and payable by City within thirty days of receipt of invoice from Contractor.

The parties further agree that family members, retirees, and employees not otherwise eligible to participate in the City's Wellness Program are eligible to engage the Contractor for the wellness assessments set forth in this Agreement; however these Non-Participant individuals will bear the full cost of the required assessments. The City has no responsibility for payment, collection or distribution of monies related to these services. The cost to Non-Participants shall be no-more than the cost for comparable services to the City for Participants.

SECTION IV – TERM OF AGREEMENT of the Agreement is amended to read as follows:

The term of this Agreement shall be from January 1, 2012 to December 31, 2013.

Nothing contained in this First Amendment to Agreement between the City of Overland Park, Kansas and CorporateCare Occupational Medicine Network for Services Relating to the Employee Wellness Plan alters, varies or affects any of the terms, provisions or conditions of the above referenced Agreement, other than the Compensation and Term of Agreement as stated above.

Accepted and agreed to this _____
day of _____, 2012.

APPROVED AS TO FORM:

CORPORATECARE OCCUPATIONAL
MEDICINE NETWORK

Michael R. Santos
City Attorney

By _____
Authorized Signature

ATTEST:

CITY OF OVERLAND PARK, KANSAS

Marian Cook
City Clerk

Carl Gerlach
Mayor