

**FIRST AMENDMENT  
TO  
CLINIC MANAGEMENT SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO CLINIC MANAGEMENT SERVICES AGREEMENT** (the "Amendment") is made and entered into by and between IMWell Health, LLC ("IMWell") and City of Broken Arrow ("Client") and is effective as of \_\_\_\_\_, 2017 (the "Effective Date"). IMWell and Client are referred to in this Agreement individually as a "Party" and collectively as the "Parties." All capitalized terms used in this Amendment and not otherwise defined herein have the meanings set forth in the Agreement.

**RECITALS**

**A.** The Parties entered into a Clinic Management Services Agreement, effective July 1, 2015 (the "Agreement").

**B.** The Parties desire to amend the Agreement to add a new service to be provided by IMWell.

**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. The Agreement is amended pursuant to Section 8(k) thereof to revise Section 1(a) to add the following as a new Subsection (ii).

(ii) IMWell will arrange for biometric screenings to be made available to Eligible Participants. Results are available at the Clinic for follow up and potential outreach for high risk participants. Services may include the Lipid Panel -Chem20 which consists of the following: Albumin (serum), Calcium (serum), Albumin: Globulin Ratio, Alkaline Phosphatase, Iron, Uric Acid, Creatinine, Sodium (serum), Triglycerides, LDH, Total: HDL Ratio, Bilirubin (serum), Globulin (serum), Glucose, BUN, Phosphorus, Total Cholesterol, Potassium (serum), BUN: Creatinine Ratio, ALT, GGT, Protein (serum), LDL, AST, Chloride (serum), and HDL. HA1C and TSH may also be offered at an additional rate per Eligible Participant.

2. The Agreement is further amended to add the following as a new Subsection (c) in Section 8:

(c) *Biometrics Fees.* IMWell shall be compensated for biometrics services as set forth on Schedule 3, attached hereto and incorporated herein by this reference. The implementation fee described in Schedule 3 is due to IMWell as of the Effective Date of this Amendment.

IMWell shall invoice Client monthly for biometrics fees due and owing. Fees are calculated based on the number of actual Participants.

3. The Agreement is further amended to add Exhibit A, attached to this Amendment and incorporated herein by this reference, as a new Schedule 3 to the Agreement.

4. Except as herein amended, the Agreement, and all of the terms and conditions contained therein, are hereby ratified and reaffirmed by the Parties.

5. This Amendment represents the complete agreement between the Parties regarding the subject matter hereof, and no other changes or modifications of the Agreement are intended nor shall any such other changes or modifications exist. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control to the extent applicable.

6. This Amendment may be executed in one or more counterparts and/or by facsimile, each of which will be deemed an original and all of which together will constitute one instrument.

**IN WITNESS WHEREOF**, the duly authorized officers of each of the Parties have executed this Amendment as of the Effective Date, intending to be legally bound hereby.

**CITY OF BROKEN ARROW**

**IMWELL HEALTH, LLC**

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

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

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

Name: Shannon Farrington

Title: City Manager

Title: Chief Financial Officer

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

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**ASSISTANT CITY ATTORNEY**

**City of Broken Arrow**  
**Biometric Proposal**

**Biometrics Expenses**

	Year 1
<b>Population Health</b>	
Wellness Portal <sup>1</sup>	\$ 11,908
Biometric Screening Onsite Event <sup>2</sup>	32,751
Custom Reporting <sup>3</sup>	1,350
Data File Posting <sup>3</sup>	125
<b>Total Population Health Expenses</b>	<b>\$ 46,134</b>
<b>Total Projected Operating Expenses <sup>4</sup></b>	<b>\$ 46,134</b>

**Key:**

- Fixed based on staffing costs
- Fixed, based on FTE count
- Fixed amount
- Fixed per unit

\*All other non-color coded categories are variable/pass through as incurred.

<sup>0</sup> 1 privacy screen per station included at no additional cost, if additional privacy screens are needed/requested, they will be provided for \$15/screen.

<sup>1</sup> This pricing assumes 12 months of cost including the one time implementation fee. \$1500 Implementation Fee (due upon signing), and Per Eligible per Month (PEPM) \$2.10 PEPM, (\$1000 min/month).

<sup>2</sup> This pricing assumes that a third party would administer the biometric screenings at \$76.25 per participant and that 413 active employees and/or spouses will utilize this service, this includes the Lipid Panel -Chem20 which consists of the following: Albumin (serum), Calcium (serum), Albumin: Globulin Ratio, Alkaline Phosphatase, Iron, Uric Acid, Creatinine, Sodium (serum), Triglycerides, LDH, Total: HDL Ratio, Bilirubin (serum), Globulin (serum), Glucose, BUN, Phosphorus, Total Cholesterol, Potassium (serum), BUN: Creatinine Ratio, ALT, GGT, Protein (serum), LDL, AST, Chloride (serum), and HDL. HA1C could be offered at a rate of \$18.75 per participant, and TSH could be offered at a rate of \$25 per participant. The following are included in the per participant price: Travel, Shipping, Printing, Registration Coordinator, Event Lead, Tablet Technology, Data Management, Standard Reporting, Online scheduler, 1 privacy screen/station, and program communications. Pricing is based on 413 screens, there is a 30 participant minimum per event, or \$400 site fee in lieu of the minimum. Mileage for screeners is included up to 100 miles. If mileage beyond 100 miles is incurred, it will be billed at the current federal reimbursement rate.

<sup>3</sup> This pricing assumes 9 hours of development hours at \$150/hour for custom reporting. This pricing also includes a one hour estimate for the posting of a data file to the sFTP for Premise Health to access for \$125/hour.

<sup>4</sup> The pricing projections provided are utilized as a baseline budget. Please note the color coded key, which indicates how each line item is billed. These initial estimates are good for a 90-day period and may require readjustment to market conditions if the term between this proposal and the actual contract negotiation exceeds this time period. Ongoing budgets are developed collaboratively with the client over the term of the contract based on actual expenses and services and adjusted accordingly.

