

**FIRST AMENDMENT TO THE PROFESSIONAL
OCCUPATIONAL MEDICAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Occupational Medical Services Agreement is made and entered into this 15th day of April, 2006 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Advanced Medical Center**. (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish **Professional Occupational Medical Services dated 1st day of April, 2005** (the “Original Agreement”) for occupational medical services for the City’s employees and employment candidates (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. **“Article Three, Time” shall be amended to extend the Agreement to March 31, 2007, with the City’s option to renew for an additional one-year period.**
3. **“Article Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional annual pricing increase of 4% to the Contractor in an annual amount not-to-exceed \$92,076.40.**
4. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature

appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Advanced Medical Center

witness

By: _____

Name: _____

Title: _____

Amendment to agreement



Gregory E. Laach, MD, MBA

Theodore Crowell, MD, FAAP

James R. Greenlee, MD, FAAP

Cindy Brown, ANP

Advanced Medical Center, Inc.

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March 21, 2006

City Of Naples
Purchasing Department
270 Riverside Circle
Naples, FL 34102

RE: Renewal of Occupational Medicine Service contract with requested pricing increase.

To Whom It May Concern:

This letter is to serve as a formal written request and explanation as to our required 4% pricing increase for services rendered to the City of Naples.

Our initial contract was for a two year period. During the past two years our practice has seen a substantial increase in costs associated with the services that we render for this Occupational Contract.

Malpractice insurance, salaries for both providers and staff, along with costs associated with laboratory, radiology and diagnostic testing, vaccinations, general medical and business supplies have gradually increased within the original contract period, and will continue to increase in the future.

In order for us to provide the quality care that you would expect of us, we need to adjust our reimbursement for services rendered to reflect the actual cost of providing services to the City of Naples.

Thank you for your consideration.

Lori-Ann Martell
Practice Administrator

F. Contract Renewal:

The City retains the right to renew this contract, with the consent of the selected Proposer for two additional one-year periods, based on satisfactory service. Renewals and/or extensions shall be based on experience and other considerations, with the opportunity to make mutual amendments at that time. Renewals shall be offered and accepted in writing by the provider and City. Any modification to rates proposed by the contractor must be proposed in writing with applicable justification noted and will not be considered accepted unless authorized in writing by the City of Naples. Rate modification may be subject to City Council approval.