

## ADDENDUM TO SERVICES AGREEMENT

THIS ADDENDUM TO SERVICES AGREEMENT (this "Addendum") is made by and between Interra Health, Inc., a Wisconsin corporation ("Interra Health"), and Winnebago County, a Wisconsin corporation ("Client"). This Addendum shall be effective as of January 1<sup>st</sup>, 2018 and will remain in effect until the expiration of the Agreement.

**WHEREAS**, Interra Health and Client are parties to the certain Services Agreement ("Agreement") dated January 1, 2015, pursuant to which, among other things, Interra Health may, pursuant to the terms contained therein, to provide wellness and clinical Services on behalf of Client;

**WHEREAS**, the Parties now desire to enter into this Addendum to amend and supplement the Agreement in the manner set forth in this Addendum.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Clinic Programming:

- eClinicalWorks\* (eCW) One Time Setup fee of \$780.00.
- Physician Assistant/Nurse Practitioner(s) for a fee of \$113.94/hour, which includes eCW electronic medical records (EMR) monthly licensing fees. Client will pay 30% of the total physician assistant/nurse practitioner charges for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.

After each year, Interra Health will reconcile the eCW EMR costs which may include additional fees or a credit issued to the Client. The amount due or credited shall be reconciled February of each year (starting in 2019). Three EMR license fees (one license needed per nurse practitioner/physician assistant) are estimated at \$27,426.96 per year but may vary based on actual costs from eClinicalWorks\*. Client will pay or be credited\*\* 30% of the charges for eCW EMR or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.

- Medical Assistant(s) for a fee of \$30.60/hour. Client will pay for 30% of the total medical assistant charges for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- Other Available Options
  - Healow\* online appointment booking
    - \$693.60 per provider (NP, PA, MD, etc.)
    - \$346.80 per resource (medical assistant)
    - Client will pay 30% of the Healow online appointment booking charges for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.

- eClinical Messenger\*
  - \$0.17 per text/phone call appointment reminder
  - Client will pay 30% of eClinical Messenger for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- Provider iPads
  - \$800.00 per iPad (one-time fee)
  - Client will pay 30% of the Provider iPads for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- eCW Digital Fax\*
  - \$555.00/year for one eCW digital fax line (\$46.25 is invoiced monthly). Client will pay 30% of the fax line fees or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
  - This covers up to 1,000 outgoing pages per line. After that point every outgoing fax will be \$.04 per page.

Summary of Optional Services

- Provider iPad (one-time fee)
  - Three iPads at \$800.00 per provider.
    - Total cost is \$2,400.00.
    - Additional providers will incur fees for additional iPads. Client will pay 30% of the provider iPads (\$720.00) for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- Estimated Monthly fees
  - Healow online appointment booking + eCW Digital Fax
    - Current staffing of 3 providers will incur \$203.75 per month.
    - Additional providers may incur additional monthly fees as outlined above. Client will pay 30% of the Healow online appointment booking and eCW Digital Fax fees (\$61.13/month) for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
  - eClinical Messenger fees are incurred as outlined above.

\*All fees are flow through from eClinicalworks. Any changes in fees from eClinicalworks will result in reduced or increased fees to Client when applicable.  
 \*\*\$7.86 (\$113.94-\$106.08) per nurse practitioner/physician assistant hour will go towards the annual estimated fee of \$27,426.96.

2. Lease Extension

- Please see Attachment B (Lease) for original terms of the Lease.
- Please see Attachment C (Addendum to Lease) for the three year Lease extension terms.

3. Prior Addendum(s) to Services Agreement

- Any and all prior Addendums (e.g. Health Coaching Services and Data Analytics) to the Service Agreement shall remain in effect.

4. Three Year Extension – January 1, 2018 – December 31, 2020

The following Article in the Services Agreement shall be amended as such:

**Article IX. Term**

Unless terminated earlier as provided in this Article IX, this Agreement shall have a term of thirty-six (36) months from the Service Start Date (January 1, 2018), and thereafter on each annual anniversary of the Service Start Date (beginning with the first anniversary) the term of this Agreement shall automatically be extended an additional twelve (12) months unless on or before ninety (90) days immediately preceding any such anniversary date, either Party gives notice to the other that the term shall not be extended beyond the expiration date of the then-current term. Expiration of this Agreement shall not relieve Interra Health of its obligation to perform certain functions required of Interra Health following expiration as those functions are identified in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum effective as of January 1, 2018 (the "Effective Date").

**CLIENT**

WINNEBAGO COUNTY:

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

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

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

**INTERRA HEALTH**

INTERRA HEALTH, INC.

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

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

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



# Attachment C

## SECOND AMENDMENT TO LEASE

This Second Amendment of Lease ("Amendment") is by and between Bridgeview Holdings LLC ("Landlord"), a Wisconsin limited liability company, and Interra Health, Inc. ("Tenant"), a Wisconsin corporation, who are parties to a Commercial Lease Agreement entered into on the 10<sup>th</sup> day of November, 2014, as amended by a First Amendment to Lease dated \_\_\_\_\_ (collectively the "Lease"), for property located at 292 Ohio Street, Oshkosh, Wisconsin (the "Leased Premises" as further described in the Lease).

**WHEREAS** the parties desire to amend the Lease to amend the term, renewal option and address certain other concerns with the Lease:

**NOW, THEREFORE**, in consideration of the foregoing, the covenants set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Recitals:** The recitals are a part of this Amendment.
2. **Effective Date:** The terms and conditions of this Amendment shall be effective \_\_\_\_\_, 2017 (the "Effective Date").
3. **Renewal Term:** Section 3(b) of the Lease shall be created as follows:
  - b. **Renewal Term:** So long as Tenant is not in default of this Lease, Tenant shall have the right, at its election, to extend the term of this Lease for three (3) years (a "Renewal Term"), commencing January 1, 2018, provided that Tenant shall give Landlord notice of the exercise of such election by October \_\_\_\_, 2017. Except as expressly otherwise provided in this Lease, all the agreements and conditions in this Lease shall apply to any Renewal Term.
4. **Minimum Rent for Renewal Term:** Section 4(c) of the Lease shall be created as follows:
  - c. **Rent Increase for Renewal Term:** In the event Tenant exercises its right to renew this Lease, the Minimum Rent amount applicable in the Renewal Term shall be \$3,556.74 per month, an amount equal to five percent (5%) greater than the rent paid during the previous Term.
5. **Ratification of Other Provisions:** Landlord and Tenant agree that, except as modified by this Amendment, the original Lease and all terms and conditions contained therein shall remain in full force and effect.
6. **Defined Terms:** Words and phrases having defined meanings in the Lease shall have the same respective meanings when used herein, unless otherwise expressly defined herein.
7. **Binding Effect:** This Amendment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. **Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which, collectively, shall be deemed to constitute one and the same Amendment. A PDF or facsimile signature of this Amendment shall be deemed an original and shall be binding against any party whose signature is set forth on such PDF or facsimile copy.

**IN WITNESS WHEREOF**, the Landlord and Tenant have caused this Amendment to be signed by their duly authorized officer or member on the dates set forth above their signatures.

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

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

LANDLORD:

TENANT:

Bridgeview Holdings LLC

Interra Health, Inc.

By: \_\_\_\_\_  
William Steiner, Managing Member

By: \_\_\_\_\_  
Ryan Sommers, Executive Vice President

By: \_\_\_\_\_  
Javad Ahmad, Managing Member