

**AMENDMENT NO. 5
TO
VERA CLINIC AGREEMENT**

THIS AMENDMENT NO. 5 TO the VERA CLINIC AGREEMENT (“*Amendment 5*”) shall be effective as of January 1, 2025, (the “*Amendment 5 Effective Date*”), and amends the terms of the June 7, 2019 Vera Clinic Agreement, as amended (the “*Agreement*”) by and among Vera Whole Health, Inc., Vera Whole Health WA, P.C. (collectively “*Vera*”), and the City of Everett (“*Employer*”). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

Pursuant to Section 10.10 of the Agreement, parties desire to amend the Agreement. Now, therefore, for valuable consideration, all parties agree as follows:

1. **Defined Terms.** Unless otherwise defined in this Amendment, capitalized terms used herein shall have the same meaning as they are given in the Agreement.
2. **Agreement Body Amendments.** As of the Amendment 5 Effective Date, the following amendments are made to the Agreement:

2.1 Agreement Section 1.2 - “**Clinical Services**” is deleted in its entirety and replaced with the following: 1

“1.2 “**Clinical Services**” means the professional medical and healthcare services and related wellness programs provided by Vera P.C. to the Participants as stated in the applicable Service Order Form.”

2.2 Agreement Section 1.3 – “**Fees**” is deleted in its entirety and replaced with the following:

“1.3 “**Fees**” means all fees payable by Employer in connection with the Services provided to Participants as stated in Schedule 2 of this Agreement or in an applicable Service Order Form or elsewhere in this Agreement.”

2.3 Agreement Section 1.6 – “**Service(s)**” is deleted in its entirety and replaced with the following:

“1.6 “**Service(s)**” as used herein is a term that refers collectively to the combined suite of services described in applicable Service Order Form, each of which are provided separately by Vera pursuant to this Agreement, but in practice are utilized in a combined manner by the Participants as part of the overall employee health benefits provided by Employer. Consequently, further subsequent use of the term Services in this Agreement is solely for convenience and nothing by way of use of the collective term Services shall in any manner expressly or impliedly be interpreted to mean that the Clinical Services are provided by any entity other than Vera Whole Health WA. P.C.”

2.4 Agreement Section 1.7 – “**Support Service(s)**”, is deleted in its entirety and replaced with the following:

“1.7 “**Support Service(s)**” means the management and administrative services, including those stated in the applicable Service Order Form that are provided in connection with the Services offered to Participants pursuant to the terms of this Agreement.”

2.5 The first phrase of Agreement Section 2.3 is deleted in its entirety and replaced with the following:

“Subject to Schedules attached to this Agreement and any applicable Service Order Form, Vera shall retain the control and authority to manage all operational aspects of the Clinic that do not involve professional medical services, including without limitation the following:”

2.6 Agreement Section 9.1 is deleted in its entirety and replaced with the following:

“9.1 This Agreement shall commence on the Effective Date stated above, and shall continue until (a) terminated pursuant to this Section 9 or (b) expiration of the applicable Service Order Form, whichever of (a) or (b) is earlier (“**Term**”).”

2.7 Agreement Section 9.2(c) is deleted in its entirety and replaced with the following:

“(c) Employer shall have the right to terminate this Agreement without cause to be effective January 1, 2027, upon written notice to Vera, delivered a minimum of one hundred eighty (180) days prior to December 31, 2026.”

2.8 Section 10.12.B.3 shall be deleted in its entirety and replaced with the following:

“10.12.B.3 Vera acknowledges and agrees that information regarding the amounts paid by Employer to Vera are examples of items that are not Proprietary Information. Such non-confidential items include for example: This Agreement, invoices, budgets, service orders and similar documents provided to Employer relating to costs paid by Employer, such as the APC Fee. Such non-confidential information may be made public without notice to Vera.”

3. Agreement Schedule 1 Amendments. As of the Amendment 5 Effective Date, Agreement Schedule 1 – Services is deleted in its entirety and replaced with the attached Service Order Form One (“**SOF-1**”), which is added to the Agreement.

4. Agreement Schedule 2 Amendments.

4.1 As of the Amendment 5 Effective Date, Sections 1 through 5 of Agreement Schedule 2 – Fees shall be deleted in their entirety and replaced with the following.

“1. **REIMBURSABLE CHARGES.**

In addition to the APC Fee and all other amounts provided for in this Agreement, Employer shall be responsible for the costs set forth below (collectively,

"Reimbursable Charge(s)"). Employer shall reimburse Vera for all Reimbursable Charges incurred on Employer's behalf. Reimbursable Charges shall be billed monthly without mark-up of any kind to Employer as incurred and shall be payable by Employer pursuant to the terms of applicable Service Order Form.

- (a) Off-Site Laboratory charges shall include, without limitation
 - HIV Screening test
 - INR (blood coagulation measurement)
 - Mononucleosis Test
 - Pregnancy Test
 - Stool Blood Test (FOBT)
 - Strep Throat Test
 - Urinalysis
- (b) Additionally, the cost of any prescribed IUDs will be billed through at cost under this section.

Notwithstanding the foregoing, the parties acknowledge that state law requires that certain pathological interpretation services (such as pap smear and skin biopsy) be billed to a Participant's insurance plan or paid directly by the Participant and cannot be directly paid by Vera. Amounts payable for such interpretation services shall not be included in the Fees and shall not be reimbursable hereunder."

The parties acknowledge that Reimbursable Charges as of the Amendment 5 Effective Date include only the laboratory charges and IUD items listed above.

4.2 As of the Amendment 5 Effective Date, Vera is solely responsible, subject to the Employer's compliance with the Agreement, for all other expenses and costs of delivering the Services, including without limitation rent under the Lease, staff salaries, and equipment and materials costs.

4.3 Those remaining Sections of Schedule 2 (*i.e.*, Sections 6 and 7) shall continue to be effective without modification.

4.4 All Exhibits to Schedule 2 are deleted as of the Amendment 5 Effective Date.

5. Agreement Schedule 3 Amendments. As of the Amendment 5 Effective Date, the following changes shall be made to Agreement Schedule 3 – Clinic Terms and Conditions, Sections E and F:

5.1 Section E is deleted in its entirety and replaced with the following:

"E. Clinic Unusable. If during the Term, the Clinic, or the building in which the Clinic is located, is damaged or destroyed or for any other reason is no useable by Employer Participants for more than 30 consecutive days, then Participants may utilize Services at any other Vera clinic location in the local metropolitan area and Employer shall continue to pay the APC Fee and Reimbursable Charges to Vera as provided in this Agreement. Vera shall provide a permanent replacement Clinic in the city limits of Everett within three (3) months after the Clinic first becomes

unusable and with facilities substantially similar to the Clinic. If such replacement Clinic is not so provided, Employer may terminate this Agreement, effective upon written notice to Vera pursuant to Section 9.2 of the Agreement.”

- 5.2** (a) The introductory provisions of Section F are deleted in their entirety.
- (b) Section F.1 shall be deleted in its entirety.
- (c) Section F.2 shall be deleted in its entirety and replaced with the following:

“Vera and Employer agree that the Clinic will being as an “open clinic,” in which participants of other employers may use the Clinic, and Employer’s Participants may use the anchor clinics of other employers, as well as any open network clinic in the Western Washington Market.”

5.3 All other Sections of Schedule 3 shall continue to be effective without modification.

6. Agreement Attachments Unchanged by Amendment 5. The following attachments to the Agreement are unchanged by Amendment 5 and continue to be effective without modification:

- Exhibit 1 – Example – Enrollment File Data Specifications and Requirements
- Schedule 4 - Business Associate Agreement.

7. Order of Precedence. Should there be a discrepancy between the terms and conditions of this Amendment 5 and the terms and conditions of the Agreement, the terms and conditions of this Amendment 5 shall prevail.

8. Counterparts. This Amendment may be executed in counterparts, and signed counterparts may be delivered by electronic transmission, such counterparts, when taken together, constituting a single integrated agreement. Electronic signatures are fully binding.

9. Ratification. Except as expressly modified by this Amendment 5, the Agreement is reinstated and reaffirmed and remains in full force and effect. In the event of any conflict between the Agreement and this Amendment 5, this Amendment 5 shall control over the Agreement to the extent necessary to give effect the intent of the parties hereunder.

[signature page to follow]

The parties have executed this Amendment No. 5 to the Vera Clinic Agreement as of the Amendment 5 Effective Date.

VERA WHOLE HEALTH, INC.

By: Edward L Enyeart

Ed Enyeart, CFO 03/21/2025

CITY OF EVERETT WASHINGTON

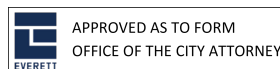
By: Cassie Franklin

Cassie Franklin, Mayor 03/24/2025

ATTEST:

LSAA

Office of the City Clerk



VERA WHOLE HEALTH WA, P.C.:

By: Vera Whole Health, Inc., its Agent

By: Edward L Enyeart

Ed Enyeart, CFO 03/21/2025

SERVICE ORDER FORM ONE

This Services Order Form - One (“**SOF-1**”) is entered into by and between Vera Whole Health, Inc., Vera Whole Health WA PC (“**Vera**”) and Employer and is dated as of last signature below, (the “**SOF-1 Effective Date**”) and is governed by that Vera Clinic Agreement dated June 7, 2019 (including all amendments and exhibits thereto, the “**Agreement**”). Employer and Vera are collectively “**Parties**” and individually a “**Party**.”

I. EMPLOYER INFORMATION

Legal Name	City of Everett
Headquarters Mailing Address	2930 Wetmore Avenue, Everett, WA 98201
Email Address for Invoicing	cbardwell@everettwa.gov
Agreement Effective Date	June 7, 2019
Term of Service of SOF-1	January 1, 2025 through December 31, 2030

II. DEFINED TERMS.

Unless otherwise defined in this SOF-1, capitalized terms used herein shall have the same meaning as they are given in the Agreement.

- 2.1 “Administrator”** means, collectively, Employer’s Third-party Administrator (TPA), Pharmacy Benefit Manager (PBM), Dental Benefit Manager (DBM), Employee Assistance Program (EAP), Managed Behavioral Healthcare Organization (MBHO) and other Providers, as set forth in an applicable Service Order Form. “..
- 2.2 “Data”** means demographic and other Participant-specific information and data, whether or not such information or data is Protected Health Information (as defined in the BAA). Participant Data includes, without limitation, each Participant’s name, address, dependent information, claims histories, and explanations of benefits.
- 2.3 “Digital Platform”** means the technology platform and system, including without limitation software, algorithms and the proprietary and technical information therein.
- 2.4 “Digital Services”** means Vera’s proprietary technology platform and system (including without limitation software, algorithms and proprietary and technical information therein) for gathering, analyzing, modifying and making available to its users certain health and wellness-related data and related information, guidance and services.
- 2.5 “Protected Health Information” or “PHI”** shall have the same meaning as the term “protected health information” in 45 CFR § 160.103 of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”).

- 2.6 “Vera” for purposes of this SOF-1, Vera shall mean Vera Whole Health Inc., Vera Whole Health WA, P.C. and Castlight Health, Inc.

3 FEES

- 3.1 **Payment Procedure.** Compensation and payment for the Services under this SOF-1 and the applicable invoicing shall be as set forth in this SOF-1. Payment will be due thirty (30) days after Employer’s receipt of each invoice. If any charge owing by Employer (other than charges disputed in good faith) is thirty (30) days or more overdue, Vera may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Additionally, all amounts not paid when due will accrue interest (without the requirement of a notice) at the rate of 1.5% per month until the unpaid amounts are paid in full. Except as otherwise provided in a document executed between the parties, all invoiced amounts are in U.S. dollars and all payments shall be made in U.S. dollars. Unless otherwise expressly provided in the Agreement or any applicable Services Order Form, purchases of Services hereunder are non-cancellable and all fees are non-refundable.
- 3.2 **Advanced Primary Care (“APC”) Fee.** In consideration of the Services provided as described herein, Employer shall, commencing on January 1, 2025, and continuing throughout the SOF-1 Term so long as Vera is in compliance with the Agreement (including this SOF-1), pay Vera a monthly fee in arrears based on the actual number of Participants who are authorized by Employer to utilize the Services during the previous calendar month (the “APC Fee”). The APC Fee will be calculated as follows for each month:

Service	Number of Participants	Rate Model	Fee
APC	2,200	PPPM	\$50.00

“PPPM” means the per Participant per month rate used to calculate the APC Fee for the Services.

- 3.3 **Annual Increases for APC Fee.** By written notice to Employer given no later than sixty (60) days prior to the first and second anniversaries of the SOF-1 Term, Vera shall have the right to increase the APC Fee for the following Clinic Year under the Agreement in order to compensate Vera for additional incurred costs; provided however, in no case shall the APC Fee be increased for any Clinic Year by a percentage that is greater than the percentage increase of June-to-June CPI-U for Seattle-Tacoma-Bellevue published by the Bureau of Labor Statistics for the prior calendar year. For example, this means that the percentage increase in the APC Fee from Clinic Year 2025 to Clinic Year 2026 is capped by the percentage increase in such CPI-U from June 2024 to June 2025.

IV PERFORMANCE GUARANTEES

- 4.1 In any Clinic Year in which Vera fails to achieve the annual performance target (the “Performance Measure Targets”) set forth in the table below, Vera shall refund to

Employer those amounts specified in the table below.

Performance Measure	Target	Credit
Third Next Available Appointment – Acute Care (Everett Care Center Only)	<3 days	\$10,000 per month missed
Clinical Staffing Commitment Levels (Everett Care Center only) <ul style="list-style-type: none">○ 2.5 Provider FTE)*○ Medical Assistant or LPN: 2.0 FTE○ Health Coach: 1.0 FTE○ Licensed Clinical Social Worker: 1.0 FTE	5 or less business days	\$1500 per unplanned day

Each Performance Measure Target will be measured and reported quarterly, to be reviewed and potentially revised annually at the annual business review.

Vera acknowledges and agrees that as it continues to grow, Vera will make efforts towards including a 1.0 FTE MD in the provider requirement.

4.2 Guarantee Definitions

- (a) “**Access**” is the length of time in days between the day an established patient makes a request for an appointment for an acute visit at the Everett Care Center with a provider and the date of the third next available appointment. For example, if an established patient makes a call to request an acute-visit appointment on Monday, and the three next available appointments at the Everett Care Center are that week on Tuesday at 1pm, Wednesday at 9am, and Thursday at 4pm, then Access is counted in this example as three days. This example would count as an instance where the established patient waits longer than two days for Access.

The average is calculated as the number of instances that an established patient waits longer than two days for Access divided by the total number of appointments requested by an established patient.

- (b) “**Clinical Staffing**” is related to the minimum staffing level at the on-site clinic and shall apply to those positions listed in the table above.

4.3 Credits. If Vera fails to achieve either Performance Measure Target stated above for a Clinic Year, Vera will provide Employer the applicable credit, which shall be applied to the next invoice owed by Employer to Vera or, if in the year of

termination or expiration of the SOF-One Term or extension thereof, within thirty (30) days of termination.

- 4.4 Additional Measures.** With respect to failure to achieve the Access Performance Measure Target, Vera shall also make effort to meet the target during the next Clinic Year, such as hiring additional staff, supplementing with staff from other Vera clinics, extending clinic hours, or other appropriate measures.

V. ADVANCED PRIMARY CARE SERVICES.

Employer hereby retains pursuant to the Agreement Vera to provide the Services as detailed on the attached **Exhibit A – Advanced Primary Care Services** (hereinafter “**Exhibit A**”).

VI. TERM.

The Term of this SOF-1 will begin on January 1, 2025, and remain in effect for a period of six (6) Clinic Years (the “**SOF-One Term**”) ending on December 31, 2030, unless otherwise terminated earlier in accordance with the provisions of the Agreement.

VII. GENERAL REPRESENTATIONS AND WARRANTIES

- 7.1** In addition to those representations and warranties made by Vera in Section 3.1 of the Agreement, Vera represents and warrants to Employer that: (a) Vera shall properly supervise all persons performing the Digital Services and shall require that all such persons comply with the applicable terms of the Agreement, including any applicable Services Order Form; (b) Vera shall use industry-standard or better security measures in the provision of the Digital Services; and (c) Vera will perform the Digital Services in a professional manner.

- 7.2 Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS ARTICLE 7, VERA MAKES NO WARRANTY IN CONNECTION WITH THE DIGITAL SERVICES AND THE DIGITAL PLATFORM AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING SUCH SUBJECT MATTER, AND SHALL NOT BE LIABLE FOR ANY CONTENT GENERATED AND/OR UPLOADED BY USERS OF THE DIGITAL PLATFORM AND/OR SERVICES.

VIII. DIGITAL SERVICES TERMS

8.1 Limitations on Use of the Digital Services

Employer shall use the Digital Services solely for its internal business purposes, in compliance with applicable law, and shall not: (i) modify, copy or create derivative works based on the Digital Services; (ii) reverse engineer the Digital Services; (iii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Digital Services or the data contained therein; (iv) send through or store Malicious Code in the Digital Services; (v) send through or store infringing,

inaccurate, or unlawful material in the Services; (vi) resell, sublicense, lease, time-share or otherwise make the Digital Services available to any unauthorized third party; (vii) permit access to the Digital Services by a competitor of Vera; (viii) use the Digital Services, or permit it to be used, for purposes of product evaluation or other comparative analysis intended for publication without Vera's prior written consent; or (ix) access the Digital Services for the purpose of building a competitive product or service or copying its features or user interface.

8.2 Access and Use of Data. Vera shall have the right to reproduce, modify and prepare derivative works of, aggregate, analyze, cleanse, scrub, reverse engineer, distribute, display, present and otherwise use Data as reasonably necessary for the purposes of performing, improving and providing services for all users. To the extent Vera creates and uses any modified version of Data or new data based on Data, Vera agrees with respect to modified Data or new data created with reference thereto, the applicable Participants shall have been de-identified in accordance with 45 CFR section 164.514, as applicable. Employer shall use its best efforts to require its Administrators to ensure that (i) all information that is provided to Vera, including, but not limited to eligibility files, is authentic, accurate, reliable, complete and confidential and (ii) Vera may use such information in accordance with the terms of the Agreement without violating or infringing any third-party rights. Employer's security measures shall include, and Employer shall use its best efforts to require that its Administrators' security measures include, but are not limited to: (a) maintaining, and requiring agents and subcontractors to maintain, administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data provided to Vera, including up-to-date anti-virus software; (b) not accessing or using the electronic systems of Vera for any purpose that is illegal or unauthorized; (c) reporting to Vera any material system, equipment or software malfunction, error, breakage or security breach that involves or may reasonably affect Vera, whether detected or believed to be imminent; and (d) maintaining and enforcing security management policies and procedures and utilizing mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts and for periodically reviewing its processing infrastructure for potential security vulnerabilities.

8.3 Protected Health Information. Each party will comply with all federal and state laws and requirements regarding the confidentiality and security of Protected Health Information or "PHI" to the extent applicable to the Parties' respective obligations under this SOF-1. A Party's obligations as a Business Associate of the other Party, if applicable, are set forth in the Business Associate Agreement executed between the Parties. Nothing in this Agreement will be construed to limit any obligations of the Parties under the Business Associate Agreement, and nothing in the Business Associate Agreement will be construed to limit any obligations of the Parties under this SOF-1. In the event of a conflict between (i) any provision of SOF-1, and (ii) any provision of the Business Associate Agreement, the provision in the Business Associate Agreement, if applicable, will control to the fullest extent permitted by applicable laws.

- 8.4 Vera Ownership.** As between the Parties, Vera will exclusively own all right, title and interest in and to: (a) the platform and the Digital Services; (b) any improvements, enhancements, derivative works, modifications, additional modules or features to or for the digital platform or the Digital Services developed or created during the SOF-1 Term or extension thereof, whether created or developed solely or jointly by or for the Parties or any user; (c) any data generated through the platform or in connection with the Digital Services (subject to Employer's rights to the underlying Employer Data); and (d) all intellectual property rights in the foregoing. Vera will also exclusively own all right, title and interest in and to any feedback, ideas, suggestions or information that Employer provides relating to the Digital Services or the platform, including all intellectual property rights therein, and Employer shall assign, and does hereby assign, any rights retained by it with respect to the foregoing.
- 8.5 Employer Access.** Employer shall be entitled to have timely access from Vera to any archival records obtained or maintained in the performance of the Services for the purpose of performing an audit as necessary or required by an audit, investigation or review of the Employer by a government agency, but only for the limited purpose of complying with such an audit or investigation and at all times consistent with the Agreement.
- 8.6 Audits.** Upon reasonable written notice, Vera shall provide to Employer (at Vera's expense) a summary report of the audit conducted by a reputable and experienced accounting firm in accordance with any of the following, as appropriate and applicable: (i) HITRUST Common Security Framework (CSF) audit; (ii) the Statement on Standards for Attestation Engagements (SSAE) No.16, Reporting on Controls at a Service Organization, developed by the American Institute of Certified Public Accountants (AICPA); or (iii) a Service Organization Control (SOC)2 Type II Report (or substantially similar report in the event the SOC 2 Type II Report is no longer the industry standard), which will cover, at a minimum, the policies, procedures and controls required by this Agreement (the "**Reports**"). The Reports will cover a period of the twelve (12) previous months.
- 8.7 Additional Insurance.** Throughout the SOF-1 Term and any extension thereof, in addition to the insurance requirements Vera provided in the Agreement, Vera shall maintain policies of insurance covering its obligations with respect to the Digital Services in accordance with Employer's Cyber Liability Insurance Requirements.
- 8.8 Indemnity by Vera.** Vera agrees to defend, indemnify and hold harmless Employer, its directors, officers, employees and agents against any third party claims, and any damages and costs (including court costs and reasonable attorneys' fees) incurred by Employer in connection with such claims to the extent such claims arise from Vera's: (a) gross negligence or willful misconduct in performance of the Digital Services; (b) material violation of applicable laws in the performance of the Digital Services; or (c) infringement of intellectual property rights related to the Digital Services. The foregoing indemnity in (c) shall exclude infringement: any software, hardware or other component provided by a third party. In the event of (c), Vera may, at its sole option and expense: (i) procure for Employer the right to

continue using the Digital Service under the terms of the Agreement; or (ii) replace or modify the Digital Service so it is non-infringing. If the foregoing options are not reasonably practicable, Vera may terminate the Digital Services and refund to Employer all prepaid fees attributable to the Digital Services for the remainder of its SOF-1 Term and any extension thereof after the date of termination. This Section 8.8 is in addition to any other indemnity, defense or hold harmless obligation elsewhere in the Agreement, except that this Section 8.8 represents Vera's entire obligation and Employer's exclusive remedy regarding any third-party intellectual property claims relating to Digital Services.

8.9 Not Used.

8.10 Limitation of Liability. IN NO EVENT WILL EITHER OF THE PARTIES BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST REVENUE, PROFIT, BUSINESS USE OR DATA) WITH RESPECT TO THE DIGITAL SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY AMOUNTS IN EXCESS OF FIVE MILLION DOLLARS (\$5,000,000.00). FOR THE AVOIDANCE OF DOUBT, ANY FINES OR PENALTIES ASSESSED ON A PARTY UNDER APPLICABLE LAW ARISING OUT OF THE OTHER PARTY'S BREACH OF THE PROVISIONS OF THIS SOF-1 ARE DIRECT DAMAGES.

8.11 No Double Recovery. For the avoidance of doubt, no provision of this SOF-1 shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged party has been fully compensated under any other provision of this Agreement or under any action at law or equity.

IX. ADDITIONAL TERMS.

9.1 Order of Precedence. Should there be a discrepancy between the terms and conditions of this SOF-1 and the terms and conditions of the Agreement, the terms and conditions of this SOF-1 shall prevail.

9.2 Misc. Any revision to the terms of this SOF-1 will require a separate writing mutually agreed to by the Parties. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. This SOF-1 and the Agreement constitute the complete and entire understanding of the Parties with respect to the subject matter hereof.

[signature page to follow]

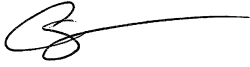
IN WITNESS WHEREOF, this SOF-1 is entered into and becomes a binding part of the Agreement as of the SOF – One Effective Date.

VERA WHOLE HEALTH, INC.

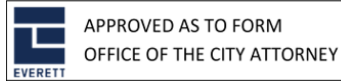
By: Edward L Enyeart


Its: Ed Enyeart, Chief Financial Officer
03/21/2025

CITY OF EVERETT WASHINGTON

By: 

Its: Cassie Franklin, Mayor
03/24/2025



ATTEST: 
Office of the City Clerk

VERA WHOLE HEALTH WA, P.C.:

By: Vera Whole Health, Inc., its Agent

By: Edward L Enyeart

Its: Ed Enyeart, Chief Financial Officer
03/21/2025

EXHIBIT A

ADVANCED PRIMARY CARE SERVICES

NAVIGATION ADVOCACY (Available to All Eligible Participants)

- Digital Navigation
- Virtual Care Management
- Clinical Care Guides
- Virtual Health Coaching
- Engagement Support
 - Standard email and digital outreach through the Platform
 - Outreach (which may be via email) to Participants on key topics related to their health care needs
 - Automated on-boarding and outreach emails to new eligible Users

CARE CENTER OPERATIONS (SUPPORT SERVICES)

- Establish, prepare, maintain and routinely review protocols in the areas of direct clinical responsibilities, in accordance with those standards of practice and guidelines published by national boards, the Accreditation Council for Graduate Medical Education (ACGME) and/or other relevant healthcare agencies, which are appropriate in Vera's sole discretion.
- Staffing and scheduling
- Participant appointment scheduling
- Care Center administration, coordination, billing, medical records management
- Referral of Participants to outside network providers
- Whole Health Council facilitation
- Promotion of cost containment and cost reduction in all areas of responsibility
- Review compliance with Medicare, Medicaid, state, federal, and other appropriate and relevant rules and regulations.
- Administratively verify that all Vera P.C. Providers are properly licensed and credentialed.
- Obtain and maintain equipment necessary for the operation of the clinic and the provision of services.
- Obtain and provide all supplies necessary for the operation of the clinic and the provision of services which Vera may procure for the Employer from time-to-time.
- Verify that Vera P.C.'s maintenance of medical records is in accordance with Vera standards and applicable laws of Washington and the United States.
- Verify that all Vera P.C. Providers maintain medical licenses in good standing in the State of Washington.
- Coordinate essential building services such as janitorial, laundry, refuse removal, hazardous medical waste removal and other support services as are reasonably necessary for the provision of the Services, and the functioning of the Clinic, and Vera P.C.
- Manage all administrative activities of Vera P.C. including human resources, billing, collections, payroll, and personnel management.

CLINICAL SERVICES (Available to Participants only)

PRIMARY CARE

- ❖ Access through patient portal (My Vera)
 - Care center patient chart details including lab results, medication, care plan and conditions
 - Quarterly analysis of claims data to identify gaps in care, patterns of disease and trends in Participant adherence to plans of care. Ensure compliance with Medicare, Medicaid, state, federal, and other appropriate and relevant rules and regulations
- ❖ **Standard Preventive care**
 - Annual Adult Wellness Visits (18+ year old)
 - Health risk assessments to Adult Participants
 - Sports Physicals
 - Vaccinations and Immunizations
 - Women's Health
 - Family Planning and contraceptive counseling
 - Vision and hearing screenings
 - Cancer screening
 - Including PAP, Fecal Occult Blood test (FOBT), Fecal Immunochemical Testing (FIT), mammogram and colonoscopy referral and scheduling
 - Other screenings
 - Biometric, mental health, substance abuse, Social Determinants of Health
- ❖ **Acute Care & Procedures** (includes children 3+ years old)
 - Basic wound care
 - Acute Injuries, sprains and strains
 - Infections
 - Upper/lower respiratory, urinary, genital, GI, eyes, skin, etc.
 - Neurologic
 - Headaches, concussions
 - Cardiovascular Evaluation
 - Minor Trauma
 - Dermatologic Concerns
 - Rashes, lice, toenails
 - Pediatric Acute Care
 - Pulmonary evaluation
 - Mental health and behavioral care
 - Anxiety, depression, etc.
 - (limited to 0.5 FTE)
 - Abdominal complaints
 - Hernia, constipation, etc.
 - Referral management and specialty care coordination
- ❖ **In-Office Procedures** (*Availability of procedures listed below vary by Care Center and are dependent upon provider training, licensure and experience*)
 - Joint injections
 - Knee, shoulder, elbow, trigger point
 - Toenail removal

- Skin biopsy
- Cryotherapy
- Benign skin lesions, genital lesions, etc.
- Retinal scan
- GYN procedures
- IUD placement, implantable birth control
- Ear wax removal
- Epley maneuver
- Incision and Drainage
- Simple cyst removal
- ❖ **Chronic Condition Management**
 - High Risk Complex Care Management:
 - Systematic clinical program to manage the care of high and rising risk Participants
 - Single or multiple condition management
 - Chronic Conditions (including, but not limited to the following)
 - Type 2 Diabetes
 - Hypertension
 - Hyperlipidemia/coronary artery disease
 - COPD/asthma/chronic respiratory illness
 - Anxiety and depression
 - Hospital follow-up,
 - Care coordination
 - Referral management
- ❖ **Medication**
 - Medication Dispensary – onsite provider dispensed generic medications for first-fill dose of formulary medications and starter packs for common maintenance medications
 - Medication assessment, management and reconciliation
- ❖ **Diagnostic and Laboratory Testing (Analyzed Onsite)**
 - Rapid strep A
 - Mononucleosis
 - Influenza A+B
 - Cholesterol/lipid panel
 - HgbA1c
 - Blood glucose
 - Urinalysis
 - Urine Pregnancy
 - Urine microalbumin
 - Covid-19 Rapid Test
 - EKG
 - Spirometry
 - Phlebotomy
 - Draw free for any routine or stat labs drawn onsite and processed through external lab vendor
- ❖ **Telemedicine.** Provision of remote clinical services via real-time communication between patient and the provider.
- ❖ **Whole Health Coaching**

- Individual health coaching and action plans focused on behavior change
- ❖ **Specialist care coordination**
- ❖ **24-hour nurse line**
- ❖ **Physical Therapy**
 - Provision and training of all licensed therapy professional and oversight to be provided by a third-party vendor
 - Injury Prevention – early intervention on-site within the care center
 - Education and Engagement – engagement with patients regarding physical health
 - Treatment and Management
 - Integration with the Primary Care Team – includes clinically integrated communication, documentation and coordination

REPORTING.

- (1) Vera will provide periodic utilization reporting to Employer. The reporting shall include:
 - a. Monthly unique encounter and appointment type utilization reports, including:
 - i. number of Participant visits at the Clinic during the previous month
 - ii. number of Participant visits with other persons (such as employees of other employers who are Vera clients) at the Clinic during the previous month
 - iii. number of Participant visits at other Vera clinics during the previous month
 - b. Quarterly analysis of utilization data to identify gaps in care, patterns of disease, and trends in Participant adherence to the plans of care
 - c. Annual aggregate utilization report.
- (2) Vera will continue to report Key Performance Indicators from previous reports, recognizing that there are no longer fees at risk associated with them.

CLINIC HOURS

Clinic hours shall be 8:00 a.m. to 6:00 p.m., Monday through Friday, with the exception of holidays.

MARKETING

- Provide marketing support to Employer to Drive Participant engagement based on Vera's marketing experience and expertise both inside and outside the healthcare industry
- Marketing support may include copywriting, design, printing and mailing services, promotional and strategic consultation, and creative direction.
 - Review process: For Vera-produced participant engagement promotions, Employer will have two review rounds to fact-check and make sure information is correct prior to distribution. The first round to

make factual edits. The second round to confirm that the edits were made.

- For Employer-produced promotions, Vera will have one review round to fact-check for accuracy prior to distribution.
- Vera will not create any promotion that appears to come from Employer. Employer will not create any promotion that appears to come from Vera.
- Both Employer and Vera will have permission to use the other's name and/or marks for separate promotions. When this occurs, the other will have the above review round(s) to fact-check for accuracy prior to distribution.

ADDITIONAL SERVICES

During the Term, Employer, after consultation with and the agreement of Vera and Vera PC, may decide to add to the list of Services. Additional Services may be subject to additional fees or modification of existing fees.

STAFFING

Staffing: Vera will provide the following minimum staffing levels within the Everett Care Center:

- Doctor (MD): 0.5 FTE
- Advanced Practice Nurse Practitioner (ARNP) or Physician's Assistant (PA): 2.0 FTE
- Medical Assistant or LPN: 2.0 FTE
- Health Coach: 1.0 FTE
- Licensed Clinical Social Worker: 1.0 FTE

The parties acknowledge that from time to time these staffing levels may vary due to temporary staffing shortages. Vera will take measures as necessary to eliminate staffing shortages and/or reduce their impact on Employer patients. The parties further understand and acknowledge that coaching and Behavioral Health services will be offered in accordance with the Vera mode and patient preference and on a hybrid model.












Vera Whole Health Amendment 5_03.05.25_SD

Final Audit Report

2025-03-24

Created:	2025-03-21
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWCuNae6Yf1aG__DBwAp7bcTIZBnl63sn

"Vera Whole Health Amendment 5_03.05.25_SD" History

-  Document created by Ashleigh Scott (AScott@everettwa.gov)
2025-03-21 - 7:26:41 PM GMT
-  Document emailed to Chelsi Bardwell (CBardwell@everettwa.gov) for approval
2025-03-21 - 7:28:52 PM GMT
-  Email viewed by Chelsi Bardwell (CBardwell@everettwa.gov)
2025-03-21 - 8:56:26 PM GMT
-  Document approved by Chelsi Bardwell (CBardwell@everettwa.gov)
Approval Date: 2025-03-21 - 8:56:49 PM GMT - Time Source: server
-  Document emailed to ed.enyeart@apree.health for signature
2025-03-21 - 8:56:51 PM GMT
-  Email viewed by ed.enyeart@apree.health
2025-03-21 - 8:56:56 PM GMT
-  Signer ed.enyeart@apree.health entered name at signing as Edward L Enyeart
2025-03-21 - 9:22:33 PM GMT
-  Document e-signed by Edward L Enyeart (ed.enyeart@apree.health)
Signature Date: 2025-03-21 - 9:22:35 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2025-03-21 - 9:22:37 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2025-03-21 - 9:35:30 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2025-03-21 - 9:58:34 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2025-03-21 - 9:58:36 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2025-03-24 - 3:54:48 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)


Signature Date: 2025-03-24 - 3:55:00 PM GMT - Time Source: server

 Document emailed to Ashleigh Scott (AScott@everettwa.gov) for signature

2025-03-24 - 3:55:02 PM GMT

 Document e-signed by Ashleigh Scott (AScott@everettwa.gov)

Signature Date: 2025-03-24 - 6:49:01 PM GMT - Time Source: server

 Agreement completed.

2025-03-24 - 6:49:01 PM GMT