

**AMENDMENT NO. 1  
TO  
ADVANCED PRIMARY CARE SERVICES AGREEMENT**

This AMENDMENT NO. 1 TO ADVANCED PRIMARY CARE SERVICES AGREEMENT (“Amendment”), dated as of August \_\_\_\_, 2021, is between Vera Whole Health, Inc. (“Vera”), Vera Whole Health CA, P.C. (“Vera P.C.”), and Hidalgo County, Texas (“Employer”).

Vera, Vera P.C. and Employer entered into that certain Clinic Agreement dated August 4, 2020 (the “Agreement”) with respect to the provision of a health clinic as more particularly described in the Agreement. Vera, Vera P.C. and Employer desire to amend the Agreement as set forth herein.

Now, therefore, for valuable consideration, the 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. Amendment.** The Agreement is hereby amended as follows:

2.1 A new sentence is hereby added to the end of Section 2.3(c)(vii) as follows:

Employer shall offer to each Participant a Two Hundred dollars and Zero cents (\$200.00) deductible credit for the 2022 and 2023 plan years for Participants who complete a Vera wellness visit in the previous year.

2.2 Section 1.1(a) of Schedule 2 is hereby amended to read in its entirety as follows:

(a) Fees / Minimums. In consideration of the Services provided as described in Schedule 1, the TPA, on Employer’s behalf, shall pay Vera a monthly fee based on the actual number of Attributed Participants for the calendar month calculated as provided in Section 1.1(b) below. The payment rate shall be Forty Five dollars and Zero cents (\$45.00) per Attributed Participant per month (“PPPM”) (the “PPPM Fee”); provided however, in no case shall the PPPM Fee due and payable to Vera for Services be less than Fifty Six Thousand Two Hundred Fifty dollars and Zero cents (\$56,250.00) (based on a minimum Attributed Participant count of 1,250). The 1,250 minimum Attributed Participant count shall be effective starting with the month during which this Amendment is executed by all parties and delivered. Notwithstanding the above, if, during the Term, Employer fails to offer Participants the deductible credit described in Section 2.1 above, the minimum Attributed Participant count shall be increased to 2,000 (with a monthly PPPM Fee of Ninety Thousand dollars and Zero cents (\$90,000.00)).

**3. 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.

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

DATED as of the date first mentioned above.

**VERA WHOLE HEALTH, INC.**

**HIDALGO COUNTY, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VERA WHOLE HEALTH CA P.C.**

By: Vera Whole Health, Inc.  
Its: Agent

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_