

CITY OF CORPUS CHRISTI, TEXAS

Service Agreement No.: SA11-006A

Amendment No.: 1

Date:

The CITY OF CORPUS CHRISTI, TEXAS hereinafter referred to as the City, and H2U Wellness Centers, LLC d.b.a. First Onsite, hereinafter referred to as the Contractor, do hereby make and enter into this Amendment which, together with the Contract and all other duly executed amendments, constitutes the entire agreement under the above-referenced Service Agreement (hereinafter referred to as "Agreement" or "Contract") between the City and the Contractor.

I.

The City and the Contractor acknowledge that the Contract has been renewing on a month to month basis. The City and the Contractor do hereby agree to exercise both of the extensions referenced in Section 4 of the Agreement. The City and the Contractor further agree that the first extension shall be for twelve months commencing on May 1, 2014 ("Extension Year 1") and continuing for one year thereafter. Extension Year 2 shall commence for an additional one year commencing on the day after Extension Year 1 expires and continuing for one year thereafter.

II.

The City and the Contractor do hereby agree that beginning on the date that Contractor has secured sufficient staff to cover the hours set forth below and continuing for the remainder of the term of the Contract, the Contractor shall operate the Wellness Clinic from 7 am to 7 pm each day that it is scheduled to be open and staff the Wellness Clinic with one additional nurse practitioner and a part-time medical assistant to cover such extended hours. The Contractor will make good faith efforts to obtain sufficient nurse practitioner and medical assistant staffing following the date this Amendment is signed by the last signatory hereto.

III.

The City and the Contractor do hereby agree that commencing May 1, 2014 the following terms shall govern payment to the Contractor for its services under the Contract:

The City agrees to pay the Contractor the following amounts for its services under the Agreement:

A fixed fee not to exceed \$535,000 for Extension Year 1 and a fixed fee not to exceed \$561,750 for Extension Year 2 for all services and expenses provided by Contractor to include the following: a management fee equal to salaries, wages and benefits for the medical professionals provided by the Contractor (including contract labor) and reimbursement of the Contractor's laboratory fees, pharmaceuticals (to include injectibles) and supplies. Extension Year 1 fee will be reduced to take into account the portion of the Extension Year 1 during which the extended hours were not yet implemented.

Further, in the event the City requests additional staff or services, the City acknowledges that the City will owe additional fees and costs for such items as mutually agreed to by the Contractor and the City.

Contractor will invoice the City on a monthly basis, and the City shall pay Contractor all invoiced amounts Net 30.

City of Corpus Christi

Clinic Expenses

Total Expenses	Yr 1	Yr 2
<i>Annual Cost Inflator</i>	5%	
Salaries and Wages	\$ 405,865	\$ 426,159
Professional Fees	\$ 23,175	\$ 24,334
Contract Services (Labs)	\$ 63,370	\$ 66,539
Other Expenses	\$ 42,590	\$ 44,718
Total Not to Exceed Fees	\$ 535,000	\$ 561,750

IV.

In the event of any conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall control. Contractor and the City agree to and shall abide by all terms and conditions of the original Contract and any amendments to that Contract, to the extent they are not in conflict with the terms of this Amendment. Contractor and the City hereby represent and warrant that they have all necessary and required power and authority to enter into this Amendment, that the execution and delivery of this Amendment by Contractor and the City has been duly authorized by all requisite corporate action, and that when executed and delivered, this Amendment shall be valid and binding upon Contractor and the City, respectively. All capitalized terms used in this Amendment not otherwise defined herein shall have the meaning ascribed to them in the Contract. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument.

Agreed to by:

H2U Wellness Centers, LLC dba First Onsite

Roger Reed 4-2-2014
Roger Reed Date
Title: Chief Operating Officer

City of Corpus Christi, Texas

By: _____

Name: _____

Title: _____

Date: _____