

HEALTHY IS WELLNESS ORDER FORM



“Client”: City of Sidney	Client Contact: Jessica Chamberlin Phone Number: 406.433.2809 Email Address: clerktreasurer@cityofsidneymt.com
Issue Date: June 13, 2024	

1 INCORPORATION OF SERVICES AGREEMENT

This Order Form (this “**Order**”) incorporates by reference the terms of the Healthy Is Wellness Services Agreement by and between Healthy Is Wellness, LLC (“**Healthy Is**”) and Client (as the same has been or may be amended, restated, or otherwise modified from time to time, the “**Agreement**”). The defined terms in the Agreement shall have the same meaning in this Order unless otherwise specified herein.

2 SERVICES AND SITE

The table below (“**Services Table**”) sets forth the Services purchased by Client under this Order. Client agrees to purchase the quantities of each item specified in the Services Table.

Services	Price Per Service Frequency	Quantity	Service Frequency	Net Fee
Wellness Assessment	\$425.00 /service	7	Monthly	\$2,975.00
Biometrics 2.0 HbA1c + Vitamin D Assessment	\$135.00 /individual	32	Event Based	\$4,320.00
Healthy Is Wellness Movement Services	\$425.00 /service	1	Single Event	\$425.00
Cognitive Assessment	\$25.00 /test	32	Event Based	\$800.00

The Services are provided at the location (“**Site**”) specified in the table below. Healthy Is does not guaranty that Services will occur on the requested dates of service. Upon receipt of an executed copy of this Order, Healthy Is will contact Client and schedule the Services at a mutually agreeable time.

Site Name	Site Address	Location Servicing	Dates of Service	Quantity
City Hall	115 2 nd ST SE	Sidney	2024: 6/13, 7/11, 9/12, 10/10, 11/14 2025: 1/9, 2/13, 4/10, 5/8	9

3 TERMS OF USE

This Order governs only the quantity of Services that Client has agreed to purchase as specified in Section 2 above. Any additional quantities or Services that Client wishes to purchase will be set forth in one or more separate order forms. All Services purchased pursuant to this Order are provided by Healthy Is under, and subject to, the terms of this Order, including the Agreement and all Healthy Is documents referenced in this Order. By signing this Order, the Client signatory below represents that he or she has the authority to bind Client to the terms of this Order.

4 FEES

Client shall pay to Healthy Is the fees and other payments required by this Order. Upon receiving an executed copy of this Order, Healthy Is will issue an invoice to Client specifying all amounts due hereunder. Once placed, this Order is non-cancelable and the sums paid nonrefundable. Fees for Services listed in this Order are exclusive of taxes (if applicable) and expenses. The fees set forth in this Order



apply to the Initial Term only. Fees for any Renewal Terms will be invoiced by Healthy Is at its then current prices and will not require that a new Order or amendment to this Order be entered into by the parties.

5 PRICE HOLD FOR ADDITIONAL PURCHASES

During the Initial Term, Client may order additional quantities of the Services acquired pursuant to this Order at the prices specified above. Any such purchases must be made pursuant to separate Orders executed by both parties. This price hold does not apply to any renewals or extensions of the Services ordered pursuant to this Order, to Services ordered pursuant to a separate Healthy Is discount, promotion, or order form, or to any Services other than those listed in the initial purchase pursuant to this Order.

6 OFFER VALIDITY; TERM

This Order shall not be effective until it is executed by authorized signatories of each party and shall automatically expire if not fully executed by both parties within thirty (30) days of the Issue Date set forth above. Upon execution by both parties, this Order shall be deemed effective as of the Effective Date set forth below and continue in effect until the end of the services period ("**Services Period**") as specified in this Order (the "**Initial Term**"). Thereafter, unless either party delivers written notice to the other party at least ninety (90) days before the end of the Initial Term or any renewal term, the Services acquired under this Order will automatically renew for an additional Services Period (each a "**Renewal Term**"), subject to the Agreement and payment of fees for such Services.

7 SERVICE DESCRIPTIONS AND METRICS

Healthy Is service descriptions and metrics specify quantities, entitlements, requirements, and limitations applicable to each Service ("**Service Descriptions and Metrics**"). The Service Descriptions and Metrics that govern the Services are incorporated into this Order. A copy of the Healthy Is Service Descriptions and Metrics Schedule, current as of the Effective Date of this Order, is attached hereto. The Service Descriptions and Metrics are subject to change at Healthy Is's discretion; however, Healthy Is changes to the Service Descriptions and Metrics will not result in a material reduction in the level of service provided to Client pursuant to this Order during the then current term. Any changes to the Service Descriptions and Metrics will not require Client to pay any additional per-unit fees during the then current term for the scope of Services ordered pursuant to this Order. The parties expressly agree, pursuant to Section 9 of this Order, that the terms of the Service Descriptions and Metrics, including any subject matter addressed in the Service Descriptions and Metrics, will replace any inconsistent term, similar subject matter or scope of the Services in the Agreement.

8 CUSTOMER REFERENCE

In consideration of the discounts granted to Client pursuant to this Order, Healthy Is may refer to Client as a customer in sales presentations, marketing vehicles, and activities. In addition, Client agrees (a) to participate in joint marketing activities for the purpose of case studies and testimonials/references for prospects and media inquiries; (b) to allow Healthy Is to publish joint press releases of contract signing, successful implementation of the Services, and relationship updates from time to time throughout the duration of the relationship; and (c) to serve as a reference for prospects (via telephone, written, or on site visits). Further, Healthy Is may list and publish Client's name and logo on Healthy Is's website and marketing material as a customer.

9 ORDER OF PRECEDENCE

In the event of any conflict between the terms, conditions, or provisions of the Agreement and this Order, the terms, conditions, and provisions of the Agreement shall govern. The parties expressly agree that any waiver of this Section in connection with this Order must be express and must make specific reference to this Section 9. However, to the extent possible, the parties shall construe the terms and conditions of this Order and the Agreement as complementary to each other.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Order intending to be legally bound and this Order is deemed effective as of June 3, 2024 (the "Effective Date").

HEALTHY IS WELLNESS, LLC	CLIENT
By:	By:
Printed Name: Nich Pertuit	Printed Name: Jessica Chamberlin
Title: CIO	Title: City Clerk/Treasurer
Address: Healthy Is Wellness, LLC 555 Zoot Enterprises Lane Bozeman, MT 59718 Attn.: Legal Department Fax: (406) 586-8005 Date: _____	Address: City of Sidney 115 2 nd St SE Sidney, MT 59270 Date: _____



Service Descriptions and Metrics Schedule



DEFINITIONS

Coaching Hour: is defined as one hour of time in which a single coach can provide testing and coaching services for up to four individuals. Healthy Is may utilize coaches to provide Coaching Hours in any manner it sees fit as best suited to a particular engagement. For example, Healthy Is may use two coaches to provide services to 32 individuals over a period of four hours or Healthy Is may use one coach to provide services to 32 individuals over a period of eight hours.

Consultant Hour: is defined as one hour of time in which a single consultant can provide movement services for up to three individuals. Healthy Is may utilize consultants to provide Consulting Hours in any manner it sees fit as best suited to a particular engagement. Consultant Hours will be scheduled for the same time for each engagement based on the service frequency set forth in the Services Table.

Test: is defined as Healthy Is' services to administer one test for one person.

DESCRIPTIONS

Healthy Is Wellness Services

Description

Users of the Healthy Is Wellness Services are authorized to access the following services and materials:

- InBody 770 testing and results.
- The Healthy Is Wellness mobile app.
- Printed or electronic interpretation sheets.
- Professional health coaching.
- Monthly challenges.
- Printed or electronic behavior change materials
- Healthy Is Wellness Services are provided at the Client's specified Site at the service frequency set forth in the Services Table.

Metric

Healthy Is Wellness Services are sold by Healthy Is on a Half Day or Full Day basis on the service frequency set forth in the Services Table.

Usage Limits

Use of the Healthy Is Wellness Services is subject to the following limits:

Day	Coaching Hours
Half Day	8
Full Day	16

- One InBody 770 machine per Site.
- Up to two coaches per Site.
- Services are provided at a single Site. If Client desires the Services to be performed at multiple Sites, then Client must purchase additional Half Day(s) or Full Day(s), as applicable, for each additional Site.
- The Coaching Hours limits set forth in the table above apply to each engagement for the service frequency set forth in the Services Table.

Healthy Is Wellness Biometrics 2.0 Services

Description

Users of the Healthy Is Wellness Biometrics 2.0 Services are authorized to access the following services and materials:

- The testing described below:



- HbA1c point of care testing and results.
- Lipid panel point of care testing and results.
- Cognivue point of care testing and results.
- Vitamin D testing; results are emailed and appear in the app usually within 2 weeks of the service date.
- Printed or electronic interpretation sheets
- Healthy Is Wellness Biometrics 2.0 Services are provided at the Client's specified Site when requested and agreed upon by both parties.
- Access to testing by request. During the Services Period, Client is permitted to schedule appointments with Healthy Is for additional testing over the quantity of Tests ordered under this Order Form. Such additional testing is separate from the Services provided under this Order Form and Client will be billed in arrears for these Services on a per Test basis at the price per Test specified in this Order Form.

Metric

Healthy Is Wellness Biometrics 2.0 Services are sold by Healthy Is on a per Test basis.

Usage Limits

Use of the Healthy Is Wellness Biometrics 2.0 Services is subject to the following limits:

- Healthy Is Wellness Biometrics 2.0 Services are provided at the Client's specified Site when requested and agreed upon by both parties.
- Services are provided at a single Site. If Client desires the Services to be performed at multiple Sites, then Client must purchase additional tests for each additional Site.
- Healthy Is Wellness Biometrics 2.0 Services are provided for the duration of the Services Period stated in this Order Form. Healthy Is may divide the Services Period into the increments of time it determines are best suited to a particular engagement.
- Healthy Is Wellness Biometrics 2.0 Services are considered complete upon the earlier of: (i) the end of the Services Period, or (ii) Healthy Is' completion of administering the quantity of Tests ordered under this Order Form.
- Client must provide Healthy Is with a reasonable space to perform the services.
- Healthy Is Wellness Biometrics 2.0 Services are not eligible for auto-renew.

Healthy Is Movement Services

Description

Users of the Healthy Is Movement Services are authorized to access the following services and materials:

- Consultations that consist of recurring educational discussions, ergonomics assessments and training, first-aid, and other non-medical services provided by a consultant to address the movement health of an individual or group individuals.
- Access to consultations by request. Client is permitted to schedule appointments with Healthy Is for additional consultations that are outside the scope of the Consulting Hours ordered under this Order Form. These consultations are separate from the Services provided under this Order Form and Client will be billed in arrears for these services hourly at Healthy Is's then current professional services rate.

Metric

Healthy Is Movement Services are sold by Healthy Is on a Partial Day, Quarter Day, or Half Day basis per the service frequency set forth in the Services Table.

Usage Limits

Use of the Healthy Is Movement Services is subject to the following limits:

Engagement	Consultant Hours
Partial Day	1
Quarter Day	2
Half Day	4

- Up to one consultant per Site.
- Services are provided at a single Site. If Client desires the Services to be performed at multiple Sites, then Client must purchase additional Partial Day(s), Quarter Day(s), or Half Day(s), as applicable, for each additional Site.
- The Consulting Hours limits set forth in the table above apply to each engagement for the service frequency set forth in the Services Table.
- Client must provide Healthy Is with a reasonable space to perform the Services.
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Healthy Is Movement Post-Offer Employment Testing Services

Description

Users of the Healthy Is Movement Post-Offer Employment Testing Services are authorized to access the following services and materials:

- Testing for individuals that evaluates functional and physical capabilities of the individual to assess if that individual can perform all essential functions within a designed job description without compromising the safety of themselves or others.
- Following the Test, the individual will be notified on a pass/fail basis by the Healthy Is. Additionally, Client will be notified by Healthy Is of the individual's Test results on a pass/fail basis, and, if applicable, the reason for the failure (physical failure, functional failure, or individual stopped test).
- Notification of the individual's Test results will be provided to the Client within 24 hours of the Test being completed.
- Access to testing by request. During the Services Period, Client is permitted to schedule appointments with Healthy Is for testing. Fees for such testing will be billed in arrears for these Services on a per Test basis at the price per Test specified in this Order Form.

Metric

Healthy Is Movement Post-Offer Employment Testing Services are sold by Healthy Is on a per Test basis.

Usage Limits

Use of the Healthy Is Movement Post-Offer Employment Testing Services is subject to the following limits:

- Healthy Is Movement Post-Offer Employment Testing Services may be provided at the Client's specified Site when requested and agreed upon by both parties.
- Services are provided at a single Site. If Client desires the Services to be performed at multiple Sites, then Client must purchase additional tests for each additional Site.
- Healthy Is Movement Post-Offer Employment Testing Services are available to be scheduled only during the Services Period stated in this Order Form.
- Healthy Is Movement Post-Offer Employment Testing Services, for each scheduled engagement, are considered complete upon Healthy Is' completion of administering the quantity of Tests scheduled for such engagement. In the event Client schedules a Test and the individual does not arrive within 15 minutes of the scheduled time, the Healthy Is Movement Post-Offer Employment Testing Services, for that particular Test, are considered complete and Healthy Is has no further obligation to wait for the individual.
- Client must provide Healthy Is with a reasonable space to perform the Services, if applicable.
- Individuals participating in the Services will be required to abide by all Healthy Is policies and procedures applicable to the Services.