

FIRST ADDENDUM TO HEALTH SERVICES AGREEMENT

This First Addendum to Health Services Agreement (the "Addendum"), dated as of the latest date of the signatures below (the "Addendum Effective Date"), is made by and between Marathon Health, LLC, a Delaware limited liability company ("Marathon") and Lexington Fayette Urban County Government aka LFUCG, an urban-county government pursuant to KRS Chapter 67A ("Client").

RECITALS

WHEREAS, Marathon and Client entered into that certain Health Services Agreement, dated as of July 31, 2018, for certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services, as amended from time to time (as amended, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to provide for the addition of behavioral health services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

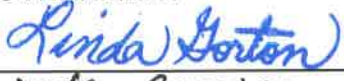
1. **Addition of Behavioral Health Counselor.** Marathon agrees to take reasonable efforts to recruit and hire a behavioral health counselor (the "BH Counselor") to provide behavioral health services at Client's health center in Lexington, KY, with a target hiring date of July 1, 2021. The BH Counselor will be a Licensed Clinical Social Worker (LCSW) or a Licensed Professional Clinical Counselor (LPCC) with a Master's degree or higher. Effective upon the date of hire, the "Health Center Staffing" section of Schedule A of the Agreement shall be amended to increase the current staffing by one FTE behavioral health counselor and the BH Counselor will provide the behavioral health services described on Schedule 1 of this Addendum.
2. **Fees.** Effective upon the date of hire, the current Annual Service Fee shall be increased by \$140,550; provided, however, that if the negotiated salary for the potential BH Counselor is greater than 5% of Marathon's assumed salary and Client instructs Marathon to hire the candidate regardless of such salary, the portion of the salary which exceeds the assumed salary and the costs of any additional benefits will be passed on to Client. Marathon hereby agrees to waive its customary implementation fee in the amount of \$9,981 for the recruiting, training travel, equipment and software fees related to the hiring of the BH Counselor.
3. **Miscellaneous.** This Addendum is made under and incorporates the terms and conditions of the Agreement. The terms and conditions set forth in this Addendum are in addition to and not in substitution of any terms or conditions set forth in the Agreement. Except as specifically modified by this Addendum, the terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, parties hereto have executed this First Addendum to Health Services Agreement as of the Addendum Effective Date.

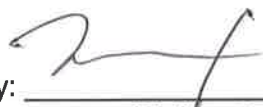
CLIENT:

LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT

By: 
Name: Linda Gorton
Title: Mayor
Date Signed: 7/15/2021

MARATHON:

MARATHON HEALTH, LLC

By: 
Name: Matt Weissert
Title: SVP, Client and Care Team Experience
Date Signed: 7/10/21

SCHEDULE 1
DESCRIPTION OF BEHAVIORAL HEALTH SERVICES

Marathon Health behavioral health counseling services are provided by master's level licensed clinical mental health counselors who are trained in practicing patient-centered, outcomes-based therapy and delivering behavioral health and wellness care to individuals, couples, and families. Marathon Health will provide the following behavioral health services at the Dr. Samuel Brown Health Center:

- Individual counseling for behavioral health issues such as stress, depression, anxiety, grief, relationships, eating disorders, and substance abuse.
- Educational group workshops, working closely with the health center clinical team to help each patient reach their optimal health.
- Care coordination with community providers, health center clinicians, and other LFUCG health care programs and services.