

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (the "Amendment") is entered into as of January 1st, 2020 (the "Effective Date"), by and between Lexington-Fayette Urban County Government ("LFUCG") and Access Wellness Group, Inc. ("Contractor"), a corporation organized under the law of the Commonwealth of Kentucky ("Access Wellness Group, Inc.").

RECITALS

A. LFUCG and Access Wellness Group, Inc., entered into an Employee Assistance Program Services Agreement dated November 1, 2019 (the "Agreement"), relating to mental health and substance abuse services provided by Access Wellness Group, Inc. under LFUCG's Employee Assistance Program.

B. The term of the Agreement expires on December 31, 2020.

C. LFUCG and Access Wellness Group, Inc. desire to amend the Agreement to further extend the Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Amendment, capitalized terms shall have the meanings ascribed to them in the Agreement unless otherwise defined herein.

2. **EXTENDED TERM.** Section 4 of the Agreement relating to the Term of the Agreement is deleted in its entirety, and replaced with the following:

a. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect through December 31, 2021.

b. **Termination With or Without Cause.** This Agreement may be terminated without cause at any time during the term hereof upon ninety (90) days prior to written notice to the other party. This Agreement may be terminated with cause for failure of either party to comply with the provisions of this Agreement, provided that the offending party shall be given the opportunity to cure the failure to comply within 30 days after written notice is received from the other party. Termination, however, shall be effective on the last day of the month in which the applicable notice period expires. Termination shall not relieve LFUCG of any obligation to pay for services rendered prior to the effective date of Termination. Annual compensation shall be prorated in the event of termination effective other than on an anniversary of the Effective Date of this Agreement.

c. **Renewal Term.** Upon the expiration of the Term or any renewal term, this Agreement shall be automatically renewed for up to five (5) consecutive terms of one (1) year each unless, at least ninety (90) days prior to the renewal date, either party gives the other party

written notice of its intent not to continue with the Agreement. During any renewal term, the terms, conditions and provisions set forth in this Agreement shall remain in effect unless modified in accordance with Section 6a of this Agreement.

3. MISCELLANEOUS PROVISIONS.

A. To the extent of any inconsistencies between the term and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall govern and prevail. Except as modified by this Amendment, the Agreement and all the covenants, agreements, terms, provisions, and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

B. This Amendment may be executed in any number of counterparts and by each of the parties on separate counterparts, each of which when so executed shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Amendment, but failure to deliver a manually executed counterpart of this Amendment shall not affect the validity, enforceability or binding effect of this Amendment.

C. Each party has the full right, power and authority to enter into this Amendment, and has obtained all necessary consents and resolutions required under the documents governing such parties' affairs in order to consummate this transaction. The persons executing this Amendment have been duly authorized to do so, and this Amendment and the Agreement are binding obligations of each party, enforceable in accordance with the terms.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly signed as of the day and year first above written.

[Remainder of page intentionally left blank]

[Signatures on the following page]

CONTRACTOR:

Access Wellness Group, Inc.
Government

By: 

Title: President

Date: 7/14/2020

EMPLOYER:

Lexington Fayette Urban County

By: 

Title: Mayor Linda Gorton

Date: 9/8/2020