



AMENDING AGREEMENT

EFFECTIVE DATE: December 1, 2024

TERRITORY: USA

CURRENCY: \$/USD

SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization Name ("Sponsoring Organization")

Fayette County Board of Education

Sponsoring Organization Billing Address
450 Park Place

City
Lexington

State
Kentucky

Zip Code
40511

Sponsoring Organization Contact
Jennifer Dyar

Phone No.
(859) 381-4114

E-mail Address
jennifer.dyar@fayette.kyschools.us

WHEREAS TELUS Health (US) Ltd. ("TELUS Health") and Sponsoring Organization entered into a services contract dated **December 1, 2022** (as amended, the "**Original Agreement**");

AND WHEREAS TELUS Health and Sponsoring Organization wish to make certain amendments to the Original Agreement as set out in this amending agreement (the "**Amending Agreement**");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to them in the Original Agreement. The Original Agreement, as amended by this Amending Agreement, shall be referred to herein as the "Agreement".
2. **Amendments.** TELUS Health and Sponsoring Organization hereby agree that the Original Agreement is amended as follows:
 - (a) Additional Service. Effective December 1, 2024, the following service is hereby added under the terms of the Original Agreement:
 - (i) TELUS Health Community
 - (ii) TELUS Health Learning Essential Value Add-ons:

TELUS Health Learning

TELUS Health Learning (THL) services provide industry-leading learning and development programs that support the four pillars of total well-being: mental, physical, financial, and social well-being. The TELUS Health Learning services are delivered virtually through TELUS Health's international network of expert facilitators and e-learning platforms. The Sponsoring Organization has elected to receive the following TELUS Health Learning services (which shall be considered EAP Services under the Agreement) as a value add-on:

Service Description	Quantity*	Maximum Participants Per Session
Seminars & Workshops programs	Shared Bank of 20 hours with Critical Incident Services	The cap on forty (40) participants for webinars booked using value-add credits/hours has been removed but is limited to up to 500.
Seminars & Workshops programs	\$3,600 TELUS Health Workplace Learning Solutions credit.	

Instructor-led programs:		
Service Description	Maximum participants per session	Cost
1-Hour Awareness Seminars	< 40	\$645
	41 -100	\$1095
	101+	\$1295
1-Hour Specialized Seminars	< 40	\$750
	41 - 100	\$1195
	101+	\$1495
1.5-Hour Workshops	30	\$1295 and up
2-Hour Workshops	30	\$1645 and up
Half-Day Workshops (3-3.5 hours)	25-30 depending on workshop topic	\$2095 and up
Half-Day Workshops (7 hours)	25-30 depending on workshop topic	\$4,190 and up

Additional Fees and Considerations

Sponsoring Organizations may be subject to additional charges for requested delivery outside of standard business hours (8 AM – 6 PM Monday through Friday).

Travel Fees

If travel is required for in-person service, fees will be approved by Client in advance at the below rates:

- Mileage is billed at \$0.50/Mile after the first 100 Miles
- Travel / Wait time is billed at \$40/hour AFTER the first hour of travel round trip
- Meals
- Other (accommodations, airfare, ground transportation, etc.) will be quoted at the time of request

Rush Fees

Any services requested with under four weeks' notice may be subject to this fee.

Booking and Cancellation Policy

The above services require a minimum of 4 weeks from request to delivery date.

In the event that Sponsoring Organization elects to cancel or postpone the provision for the TELUS Health Learning services that it is receiving under the Agreement for any reason (including but not limited to as the result of zero attendees (no shows) as well as cancellations due to inclement weather), it shall be responsible for paying the following cancellation fees to TELUS Health Learning:

- Cancellation 10 or more business days prior to the scheduled provision of the Services: No charge.
- Cancellation less than 5-9 business days prior to the scheduled provision of the Services: 25% of credit/value.
- Cancellation less than 2-4 business days prior to the scheduled provision of the Services: 50% of credit/value
- Cancellation less than 48 hours prior to the scheduled provision of the Services: 100% of credit/value

Please note that our cancellation policy applies to sessions cancelled as the result of zero attendees (no shows) as well as cancellations due to inclement weather. Any work completed prior to cancellation will be billed in its entirety upon cancellation.

Recording and Intellectual Property

TELUS Health Learning owns all intellectual property in the sessions ("Sessions") (including all content and any materials or other intellectual property it creates in the performance of services for the Sponsoring Organization). TELUS Health Learning is and shall remain the sole and exclusive owner of all intellectual property it owned prior to TELUS Health Learning providing services to the Sponsoring Organization. Upon the earlier of: (i) the expiration or termination of the ii) twelve (12) months from the date of the Session, Sponsoring Organization shall promptly return to TELUS Health Learning, any intellectual property of TELUS Health Learning in its possession or control. Due to the nature of information which may be shared by participants during sessions, recording of Sessions is expressly prohibited.

- (b) Fees. Based on 6000 current Direct Eligible Users, upon the effective date of this Amending Agreement, the Fees applicable to the Services will be revised to reflect a rate of \$1.40 per Direct Eligible User per month (\$16.80 per Direct Eligible User per year) and will remain in effect for the duration of the Agreement, as amended by this Amending Agreement. Thereafter, TELUS Health reserves the right to increase Fees annually with 30 days' prior written notice to Sponsoring Organization of the change.
- (c) Term. The Term provided for in the Original Agreement shall be revised to reflect an extension of the current Term by an additional 60 months such that the Agreement shall be in effect until November 30, 2029.
3. **Validity of Original Agreement.** The parties mutually acknowledge and agree that the Original Agreement remains in full force and effect without amendment except as set out in this Amending Agreement. The Original Agreement, as modified and amended by this Amending Agreement, constitutes the entire agreement between TELUS Health and Sponsoring Organization pertaining to the services described in the Original Agreement.
4. **Electronic Signatures; Counterparts.** Signatures to this Amending Agreement may be provided in digital form (such as DocuSign™) or transmitted by electronic means (such as via email confirmation, .PDF or facsimile). This Amending Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Amending Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each of TELUS Health and Sponsoring Organization have executed at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Amending Agreement to be executed as of the Effective Date first written above.

TELUS HEALTH (US) LTD.

FAYETTE COUNTY BOARD OF EDUCATION


Per: _____

Printed Name: _____

Title: _____

I have the authority to bind TELUS Health

Per: _____

 Printed Name: _____

Title: _____

I have the authority to bind the organization

