# (ATTACHMENT 3) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR053967 Contract Number: C030374 Vendor Number: V031695

## FIRST AMENDMENT TO CUSTOMER SERVICE AGREEMENT

This **FIRST AMENDMENT TO CUSTOMER SERVICE AGREEMENT** (the "First Amendment") has been entered into and is effective as of the effective date set forth on the signature page ("Effective Date"), by and between **FEI Behavioral Health**, **Inc**., doing business as AllOne Health, having a place of business at 8901 W. Capital Drive Milwaukee, WI 53222 ("Company"), and **Milwaukee Board of School Directors**, having a place of business at 5225 W. Vliet Street, Milwaukee, WI 53208 ("Customer").

#### ARTICLE I. PREAMBLE

**WHEREAS**, the Customer and the Company entered into a Consulting Services Agreement on April 1, 2022, (the "Agreement") to provide employee assistance services to the Customer's employees and their dependents; and

WHEREAS, the Customer and the Company would like renew the Agreement for an additional one-year period.

#### **ARTICLE II. AMENDMENT**

**NOW, THEREFORE,** in consideration of the foregoing recitals contained in Article I, which is incorporated herein by reference, the mutual promises, covenants, agreements and undertakings of the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree to renew the Agreement as stated below:

1. The first paragraph under Section 4.01 ("Term") of the Agreement shall be amended to include the following:

The Agreement shall be extended for a first additional term from April 1, 2025 through March 31, 2026, with the option to extend for one additional one-year term, mutually written and signed between the parties, or until terminated sooner pursuant to Article IV, Section 4.03 of the Agreement (the "Term").

All other Terms in the Agreement shall remain the same.

#### **ARTICLE III. GENERAL PROVISIONS**

<u>Effect of Amendment.</u> The First Amendment shall become effective on the Effective Date of this amendment. The Agreement, as amended by this Amendment, shall continue in full force and effect. This First Amendment is limited to the matters set forth above. No other terms or conditions shall be amended pursuant to the First Amendment.

<u>Counterparts and Facsimile Signatures or PDF Signatures.</u> The First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Customer and the Company agree that transmission to each other of the First Amendment with the transmitting party's facsimile signature or portable document format ("PDF") signature shall suffice to bind the party signing and transmitting the same as if the First Amendment with an original signature had been delivered.

[Remainder of page intentionally left blank]

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### **SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have each duly executed the First Amendment, in duplicate, if necessary, as of the effective date written below.

ALLONE HEALTH RESOURCES, INC.

| ite                             | Keith Wasley, President and Chief Executive Office               |
|---------------------------------|--|
| <b>il 1, 2025</b><br>ctive Date | — MILWAUKEE BOARD OF SCHOOL DIRECTORS                            |
| 2                               | Janine M. Adamczyk,<br>Director of Procurement & Risk Management |
|                                 | Eduardo Galvan,<br>Interim Superintendent of Schools             |
|                                 |  |
|                                 | Marva Herndon,<br>President, Milwaukee Board of School Directors |