



RESOLUTION No. 23-463

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE COUNTY OF NEVADA AND OPTUM TO PROVIDE EMPLOYEE ASSISTANCE PROGRAM BENEFITS TO ELIGIBLE COUNTY EMPLOYEES AND THEIR DEPENDENTS (RESOLUTION 20-309) EXTENDING THE AGREEMENT FOR ANOTHER THREE-YEAR TERM FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2026, AMENDING THE CONTRACT RATE, AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT, AND GRANTING THE HUMAN RESOURCES DIRECTOR AUTHORITY TO EXECUTE ANNUAL RENEWAL DOCUMENTS OF THIS AGREEMENT THROUGH JUNE 30, 2026

WHEREAS, on July 14, 2020, the Board of Supervisors approved Resolution 20-309 entering into an agreement with Optum for employee assistance program (EAP) services at the rate of \$2.14 per employee/per month, for the period July 1, 2020 through June 30, 2023; and,

WHEREAS, the County wishes to continue to provide eligible employees and their family members access to employee assistance services; and,

WHEREAS, since the County has not utilized the bank of 20 hours for on-site supportive services during the previous contract period the parties have agreed to remove this feature; and,

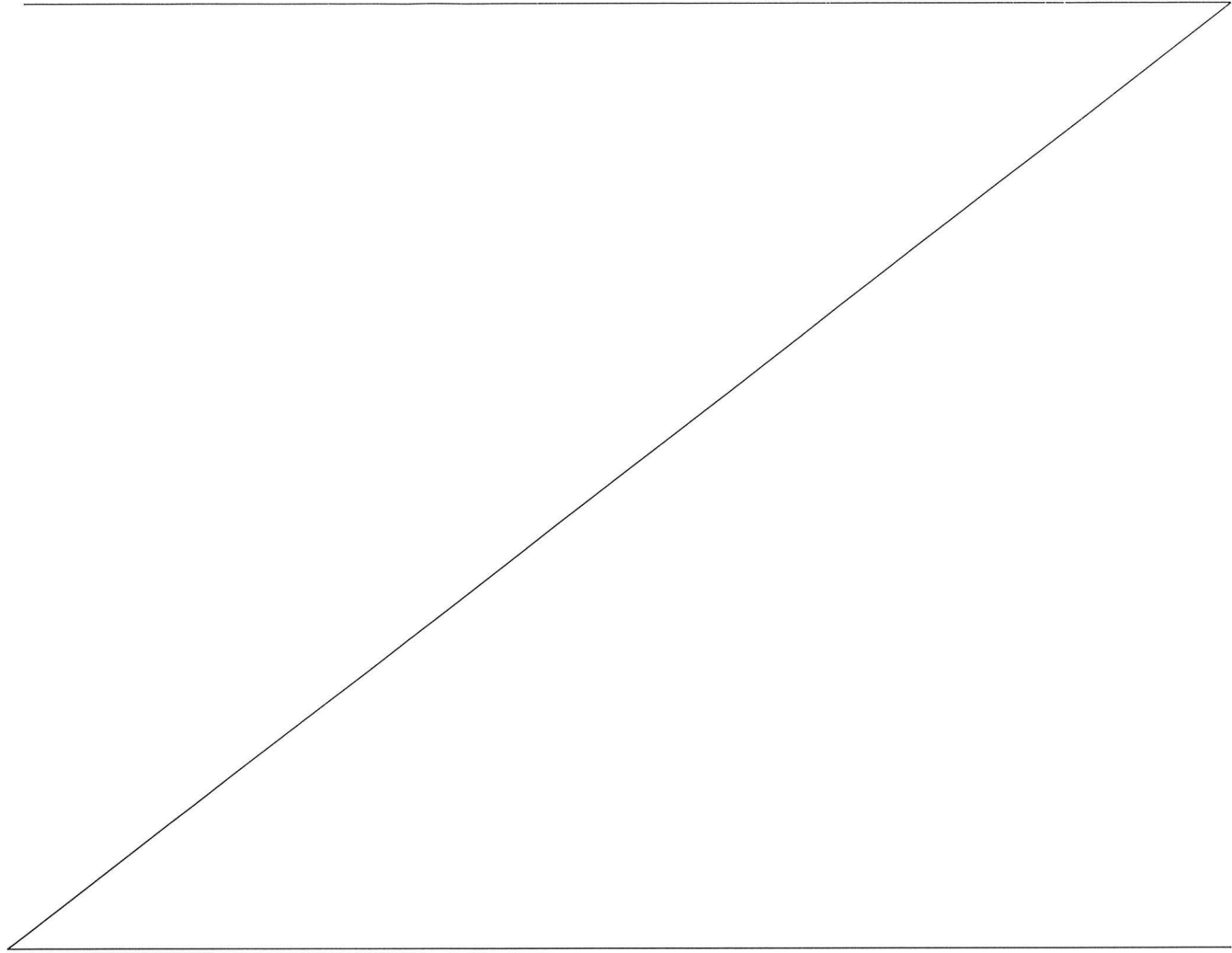
WHEREAS, the rate for the renewal contract period has been adjusted to reflect the removal of the fee for the bank of 20 hours resulting in an 8.3% decrease from \$2.17 per employee/per month to a new rate of \$1.77 per employee/per month; and,

WHEREAS, Optum is well qualified and has agreed to continue to provide EAP services for another three-year period of June 1, 2023 through June 30, 2026.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, that the Amendment to the Administrative Services Agreement between the County of Nevada and OptumHealth Care Solutions, LLC (Optum), and its wholly owned subsidiary, U.S. Behavioral Health Plan, California (USBHPC) for Employee Assistance Program Benefits at the rate of \$1.77 per employee/per month, for the period July 1, 2023 through June 30, 2026, is hereby approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Benefit charges to be collected and expensed through the payroll clearing fund.

BE IT FURTHER RESOLVED that the Human Resources Director is authorized to approve necessary annual renewal documents of the Agreement with Optum through June 30, 2026.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of August, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

for

By: *Heidi Hall, Deputy COB*

Edward C. Scofield
Edward C. Scofield, Chair

Amendment No. 1 to the Agreement Between OptumHealth Care Solutions, LLC and County of Nevada

This Amendment No. 1 (“Amendment”) dated July 1, 2023 (the “Amendment Effective Date”) is entered into by and between **OptumHealth Care Solutions, LLC**, including its affiliate, **U.S. Behavioral Health Plan, California** (collectively, “Optum”); and (“Customer”).

Whereas, Optum and Customer are parties to the Administrative Services Agreement dated July 1, 2020 (the “Agreement”) for the provision of certain services by Optum to Customer; and

Whereas, the parties desire to amend certain terms and conditions of the Agreement in accordance with this Amendment and agree to new terms and conditions as set forth herein.

Now, therefore, the parties mutually agree as follows:

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.
2. As of the Amendment Effective Date, Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the Exhibit A attached hereto and incorporated herein by reference.
3. This Amendment and the Agreement constitutes the entire agreement and understanding of the parties hereto and supersede all prior agreements, consents, and understandings relating to the subject matter hereof whether oral or in writing. The parties agree that there are no other oral or other agreements between the parties that have not been incorporated into this Amendment and the Agreement.
4. Each of the persons signing this Amendment represents and warrants that he/she is a duly authorized officer, director or agent of the party on whose behalf the person is signing, and further represents and warrants that the person signing has the power and authority to bind the party, and that the party has the legal power to enter into this Amendment.

[Signature Page Follows]

OptumHealth Care Solutions, LLC
11000 Optum Circle
Eden Prairie, MN 55344

County of Nevada
950 Maidu Avenue
Nevada City, CA 95959

Signature: *Nathaniel Seltzer*
Nathaniel Seltzer (Aug 25, 2023 14:44 CDT)

Signature: *Ed Scofield*

Print Name: Nathaniel Seltzer

Print Name: Honorable Ed Scofield

Print Title: Director of Finance

Print Title: Chair, Board of Supervisors

Date: 08/25/2023

Date: 08/25/2023

Internal Control No.: 00608792.1

U.S. Behavioral Health Plan, California
425 Market Street
San Francisco, CA 94105

Signature: *Nathaniel Seltzer*
Nathaniel Seltzer (Aug 25, 2023 14:44 CDT)

Print Name: Nathaniel Seltzer

Print Title: Director of Finance

Date: 08/25/2023

EXHIBIT A – SERVICES AND FEES

The following are the administrative services Optum has agreed to provide to Customer at the rates set forth herein. Customer may request that Optum provide services in addition to those set forth in this Exhibit A. If Optum agrees to provide them, those services will be subject to the requirements of Section 12.5 of the Agreement. Customer will pay an additional fee, determined by Optum, for any additional services.

Product	Hours	Rate Type	Rate Period	\$ Fee
Employee Assistance Program -EAP EMPLOYER				
EAP 5 Sessions		Per Employee	Per Month	1.50
WorkLife		Per Employee	Per Month	0.27

Additional On-Site Support Service hours are available on a fee-for-service basis. Services are billed at an hourly rate plus travel time. Any onsite or training hours can be purchased according to the rates in the grid below.

On-Site Support Service	Fee for Service
Management/Employee Development Programs	\$200/on-site hour
Critical Incident Response Services	\$250/on-site hour
Travel Time & Trainer Downtime	\$100/hour

Rate Effective Period: 7/1/2023 - 6/30/2026.

These rates are based on an enrolled population of 740. If enrollment changes by more than 10%, then Optum reserves the right to revise the rates.