

**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: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Honorable Ed Scofield

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Chair, Board of Supervisors

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Internal Control No.: 00608792.1

**U.S. Behavioral Health Plan, California**

425 Market Street  
San Francisco, CA 94105

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 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.