

FIRST AMENDMENT

This Amendment made and entered into this 7th day of July, 2020, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and United Healthcare Services, Inc. on behalf of its affiliate, United Behavioral Health, located in Minnetonka, MN hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement effective January 1, 2020, pursuant to Pinellas County Contract No. 178-0395-P(LN) (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Employee Assistance and Managed Behavioral Programs for County; and

WHEREAS, Section 14.4 (Amendment) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for additional training and Critical Incident Response Service hours, at the same terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Effective August 1, 2020, Section I(A) of Exhibit A is hereby deleted in its entirety and replaced with the following:

I. PLAN Products. Optum will provide administrative Services as described in the Agreement for the following PLAN products:

A. EAP Services.

Product	Rate Type	Rate Period	\$ Rate
<i>Employee Assistance Program (6 Visits)</i>	<i>Per Employee</i>	<i>Per Month</i>	<i>\$1.26</i>
<i>Bank of Training/CIRS Hours: 75</i>	<i>Per Employee</i>	<i>Per Month</i>	<i>\$0.29</i>
<i>Work Life</i>	<i>Per Employee</i>	<i>Per Month</i>	<i>\$0.21</i>

Additional On-Site Support Service hours are available on a fee-for-service basis. Services are billed at an hourly rate plus travel time, which is agreed upon by parties prior to service. Any onsite or training hours can be purchased according to the rates in the grid below. Additional On-Site services shall only be provided if details and costs (including a not to exceed amount) are agreed upon in writing by the parties prior to provision of the services.

On-Site Support Service	Fee for Service
<i>Management Development Programs</i>	<i>\$175/on-site hour</i>
<i>Employee Development Programs</i>	<i>\$175/on-site hour</i>
<i>Wellness Seminars</i>	<i>\$175/on-site hour</i>
<i>Information Resource Events</i>	<i>\$175/on-site hour</i>
<i>Critical Incident Response Services</i>	<i>\$225/on-site hour</i>
<i>Travel Time & Trainer Downtime</i>	<i>\$100/hour</i>

Effective Period: 8/1/2020 through 12/31/2022. EAP and Work Life rates are guaranteed through 12/31/2022. These rates are based on an enrolled population of 3,600. If, after the initial year, enrollment changes by more than 10%, then Optum reserves the right to revise the rates up to 10% one- time per annual period. EAP and Work Life rates represent coverage for all Pinellas County employees regardless of medical carrier and medical enrollment status. Pricing assumes standard delivery model with standard communication materials. Pricing excludes all control reporting and customer audit functions.

2. Effective October 1, 2020, Section (B) of Exhibit A is hereby deleted in its entirety and replaced with the following:

B. Behavioral Health Services.

Product	Rate Type	Rate Period	\$ Rate
<i>Managed Mental Health/Substance Abuse Administration Fee with Employer Funding of Claims (Administrative Services Only)</i>	<i>Per Employee</i>	<i>Per Month</i>	<i>\$2.82</i>

3. County has requested and Contractor provide 186 critical incident hours to deal with issues arising as a result of COVID-19. The Parties agree that compensation for hours used through July 31, 2020, up to 186 hours of such services shall be as follows:
- I. \$0.05 PEPM payable from 1/1/20 – 7/31/20 for the original 14 hours due under the Agreement;
 - II. a lump sum of \$37,510 for the additional 172 hours requested and used by County (Calculated as 172 hours at \$225 per hour plus \$100 per day reported for travel for 91 days) less a credit of \$1470 per month for seven months, or \$10,290, for onsite services paid for but not received).
 - III. any critical incident hours used over 186 through July 31, 2020 will be calculated using the Onsite Service Support Service chart above.
4. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day
and year first written above.

PINELLAS COUNTY, FLORIDA by and
through its County Administrator

A handwritten signature in blue ink that reads "Barry A. Burton". To the right of the signature is a small circular seal of Pinellas County, Florida.

Barry A. Burton, County Administrator

United Healthcare Services, Inc. on behalf of
its affiliate, United Behavioral Health:

DocuSigned by:
A handwritten signature in blue ink that reads "John Rimstad".

Authorized Signature

John Rimstad

Printed Authorized Signature

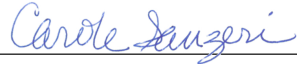
Director Finance

Title Authorized Signature

Internal Control Number: 559340.1

APPROVED AS TO FORM

By:

A handwritten signature in blue ink that reads "Carole Sanzeri".

Office of the County Attorney