

**FIRST ADDENDUM FOR
AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
OPTUM
AND ITS AFFILIATES
(OPTUM HEALTH NETWORK)
REGARDING
SOLICITATION #21RFP3
EMPLOYEE ASSISTANCE PROGRAM
(HR DEPARTMENT)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (“Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and United Behavioral Health, a California corporation, which is a subsidiary of UnitedHealth Group, a Delaware corporation, and also a subsidiary of OptumHealth Holdings, LLC, a Delaware limited liability company (“Optum”). Customer agrees to engage Optum as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. Williamson County Request for Proposals #21RFP3, including attachment(s);**
- B. Optum’s Response to Williamson County Request for Proposals #21RFP3, including attachment(s);**

C. Williamson County Vendor Reimbursement Policy;

D. Optum's Administrative Services Agreement ("ASA"); and

E. This Addendum.

In the event a dispute arises between terms and conditions of this Contract (Addendum), (2) the RFP; (3) the Respondent's Proposal; and (4) the ASA, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the Contract Addendum, (2) the RFP; (3) the Williamson County Vendor Reimbursement Policy; 4) the Respondent's Proposal; and (5) Respondent's ASA.

II.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

III.

County Judge or Presiding Officer Authorized to Sign Contract(s): The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

IN WITNESS WHEREOF, County and Optum have duly executed this Agreement to be effective as of the date of the last party's execution below.

CUSTOMER:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

OPTUM:

By: *Nathaniel Seltzer*
Nathaniel Seltzer (Dec.13, 2021 10:26 CST)

Printed Name: Nathaniel Seltzer

Representative
Capacity: Director of Finance

Date: December 13, 2021