

**AMENDMENT TO THE
EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT
BETWEEN
MANAGED HEALTH NETWORK
AND
COUNTY OF EL DORADO
GROUP # 6178**

The Employee Assistance Program Services Agreement effective July 1, 2005, ("Agreement") by and between **MANAGED HEALTH NETWORK** ("MHN"), a California corporation and **COUNTY OF EL DORADO** ("Client"), a California corporation, is hereby amended by both Parties (hereinafter referred to as "Amendment").

RECITALS

WHEREAS, in order to continue their existing relationship, the Parties desire to amend the Agreement;

NOW THEREFORE, in consideration of the premises, terms, and conditions set forth herein, the Parties agree to amend the Agreement as follows:

1. Section IV, "Compensation of MHN", paragraph 4.1, "Monthly Fee", the first sentence shall be deleted and replaced with:

"Client shall pay to MHN a Monthly Fee equal to nine dollars and eighty-two cents (\$9.82) per Subscriber."

2. Section V, "Term and Termination", paragraph 5.1, "Term", shall be deleted and replaced with:

"This Agreement shall commence upon the 1st day of July, 2008 (the "Effective Date"), and shall initially continue in effect for a period of twelve (12) months, through the 30th day of June, 2009, following which it shall be automatically extended for successive periods of one (1) year, subject to section 4.3, "Adjustment of Fees", unless either party terminates this Agreement in writing at least sixty (60) days prior to the end of the then current Term, or unless otherwise terminated in accordance with the provisions hereof."

3. Exhibit 2.5, "Work & Life Services", shall be deleted and replaced with the attached updated Exhibit 2.5.

4. Section 8.1 "MHN Materials" is hereby deleted and replaced with:

8.1 MHN Materials. Client acknowledges that MHN has developed and will develop in connection with this Agreement, certain symbols, trademarks, service marks, designs, data, processes, plans, procedures and information, all of which are proprietary information and trade secrets of MHN (Collectively referred to as "Materials"). Such Materials include, without limitation, Materials relating to MHN's Quality Management/Utilization Management Program, the Intake Line and all Materials prepared and distributed by MHN in connection with its Employee Assistance Programs. Client shall not use any of MHN's proprietary Materials, except as expressly contemplated by this Agreement, without the prior written consent of MHN, and shall cease any and all usage of Materials immediately upon the termination of this Agreement or at MHN's request. Notwithstanding the foregoing, both parties agree that this Agreement shall not be considered an MHN proprietary Material."

5. Section 8.2 "Confidentiality of Parties' Records and Materials" is hereby deleted and replaced with:

8.2 Confidentiality of Parties' Records and Materials. All files, data and information relating to the business of either party (excluding this Agreement) in possession of the other party will be deemed confidential and will not be disclosed except upon determination by County that such disclosure is required

by County to comply with the California Public Records Act, Government Code Section 6250 et. seq., or upon lawful order of a court or public authority which orders compels obedience under penalty of contempt, fine or impairment or loss of the right to do business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing detailing the circumstances and extent of such disclosure.”

6. All provisions of the Agreement and any written Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

7. This Amendment shall be effective July 1, 2008.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates indicated below.

"Client"
COUNTY OF EL DORADO-EAP ONLY
330 Fair Lane
Placerville, CA 95667

"MHN"
MANAGED HEALTH NETWORK
2370 Kerner Boulevard
San Rafael, CA 94901

By: _____

By: _____

Name: _____

Name: Juanell Hefner

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT 2.5 WORK & LIFE SERVICES

Work & Life Services Summary

Work & Life Services provide telephonic consultations to help members deal with a wide variety of daily life issues including childcare, eldercare, financial and legal services, identity theft recovery services and more.

Work & Life Services Description

- **Childcare Assistance** – This plan covers the telephonic consultation and referrals to childcare resources, including childcare centers and special needs providers. Members can also obtain a list of up to two (2) appropriate unconfirmed providers in a two-zip code area within twelve business hours.
- **Eldercare Assistance** – This plan offers a telephonic consultation to assess healthcare needs, financial and legal concerns, living arrangements, etc., plus referrals to eldercare providers and residential facilities. Members can also obtain a list of up to two (2) appropriate unconfirmed providers in a two-zip code area within twelve business hours.
- **Financial Services** – This plan covers the telephone services of financial counselors who offer telephone educational and consultative assistance to help Members with an array of financial concerns. This service includes one thirty (30) minute telephonic consultation per separate matter, and also includes a 25% discount on rates if financial consultant is hired for additional services. Topics include credit counseling, debt and budgeting assistance, tax planning, financial planning for college and retirement planning and specialized tax assistance. Please note that this is not a tax representation and/or preparation service and investment advice, loans and bill payments are not included. *One Session = Telephone Session of up to thirty (30) minutes.*
- **Legal Services** – This plan offers either an in-person office visit or the telephone service of a network attorney or mediator to provide the Member a one half-hour consultation session. This includes one 30-minute telephonic consultation with a network attorney or mediator per separate legal matter, also includes a 25% discount on rates if legal consultant is hired for additional services. Telephonic or face-to-face consultations for issues relating to civil, consumer, personal and family law, financial matters, business law, real estate, estate planning and more. This plan excludes certain specialized legal areas including labor and employment law or disputes or actions between you and your employer or MHN. *One Session = Telephone or Face-to-Face Session of up to thirty (30) minutes.*
- **Identity Theft Recovery Services** – This service includes a telephonic consultation with a fraud resolution specialist who will help the Member to determine if the Member was a victim of identity theft and recommend options on how to place fraud alerts, freeze credit, file police reports, and conduct other activities necessary to resolve fraud. General information on identity theft prevention is also available. *One Session = Telephone Session of up to sixty (60) minutes.*
- **Daily Living Services** – This service provides a telephonic consultation and referrals to consultants and businesses that can help with everyday needs, including pet care, landscaping, auto repair, home maintenance, travel, alternative medicine, nutrition and fitness, household services. Please note that this service only provides general information regarding referrals and does not cover the cost of services purchased nor does MHN guarantee the delivery and/or quality of any service. MHN reserves the right to decline specific requests at MHN's sole discretion.

**AMENDMENT TO THE
ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
MHN SERVICES
AND
COUNTY OF EL DORADO
GROUP #6179**

The Administrative Services Agreement effective the 1st day of July, 2005, ("Agreement") by and between **MHN SERVICES** ("MHN"), a California corporation, and **COUNTY OF EL DORADO** ("Client") is hereby amended by both Parties.

RECITALS

WHEREAS, in order to continue their existing relationship, the Parties desire to amend the Agreement;

NOW THEREFORE, in consideration of the premises, terms, and conditions set forth herein, the Parties agree to amend the Agreement as follows:

1. Section 4, "Compensation of MHN", paragraph 4.1, shall be deleted and replaced with:

4.1 In consideration of the services to be provided hereunder, Client shall pay to MHN the following fees, due and payable on or before the first day of each month during the term hereof, amounts equal the following:

For Subscribers without Dependents, Client shall pay to MHN four dollars and eighty-one cents (\$4.81) for Behavioral Healthcare Services per Subscriber per month, and three dollars and ninety-eight cents (\$3.98) for EAP program integration per Subscriber per month.
For Subscribers with one (1) Dependent, Client shall pay to MHN nine dollars and sixty-three cents (\$9.63) for Behavioral Healthcare Services per Subscriber per month, and seven dollars and ninety-five cents (\$7.95) for EAP program integration per Subscriber per month.
For Subscribers with two (2) or more Dependents, Client shall pay to MHN fourteen dollars and one cent (\$14.01) for Behavioral Healthcare Services per Subscriber per month, and eleven dollars and forty-nine cents (\$11.49) for EAP program integration per Subscriber per month.

Rates are due and payable on or before the first day of each month during the term hereof. In the event that Client fails to forward the compensation payment by the due date, Client shall pay MHN a late payment penalty of one percent (1%) per month on all monies outstanding past the due date. Capitation payments are due in advance of the first day of the month to cover the services for that month. If the compensation payment is not received by MHN as set forth above, MHN may send a Written Notice of Termination effective on the last day of the month for which full payments were received. The Client may automatically reinstate the Agreement by remitting, within fifteen (15) days of the date of Written Notice of Termination, all outstanding invoiced compensation payments to MHN."

2. Section 5, "Term and Termination", paragraph 5.1 shall be deleted and replaced with:

5.1 This Agreement shall commence upon 1st day of July, 2008, (the "Effective Date"), and shall continue in effect for a period of one (1) year, following which it shall be automatically extended for periods of one (1) year thereafter, subject to 4.2, unless either party terminates this Agreement in writing at least sixty (60) days prior to the end of the term, or unless it is otherwise terminated in accordance with the provisions hereof."

3. Exhibit 3.8, "Employee Assistance Program" shall be deleted in its entirety and replaced with the attached Exhibit 3.8, which includes updated Work & Life services descriptions.

4. Section 7 "Proprietary Rights" is hereby deleted and replaced with:

"Client acknowledges that MHN has developed and will develop in connection with this Agreement, certain symbols, trademarks, service marks, designs, data, processes, plans, procedures and information, all of which are proprietary information and trade secrets of MHN (Collectively referred to as "Materials"). Such Materials include, without limitation, Materials relating to MHN's Quality Management/Utilization Management Program, the Intake Line and all Materials prepared and distributed by MHN in connection with its Employee Assistance Programs. Client shall not use any of MHN's proprietary Materials, except as expressly contemplated by this Agreement, without the prior written consent of MHN, and shall cease any and all usage of Materials immediately upon the termination of this Agreement or at MHN's request. Notwithstanding the foregoing, both parties agree that this Agreement shall not be considered an MHN proprietary Material."

5. Section 8.1 "Confidentiality" is hereby deleted and replaced with:

"Each party shall maintain the confidentiality of information in its possession contained in the records of Covered Persons in accordance with applicable state and federal laws and regulations or other applicable law, and shall not release such information, either to each other or to any other person or entity, except as permitted by law or in accordance with a validly executed release. In addition, all files, data and information relating to the business of either party (excluding this Agreement) in possession of the other party will be deemed confidential and will not be disclosed except upon determination by County that such disclosure is required by County to comply with the California Public Records Act, Government Code Section 6250 et. seq., or upon lawful order of a court or public authority which orders compels obedience under penalty of contempt, fine or impairment or loss of the right to do business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing detailing the circumstances and extent of such disclosure."

6. All provisions of the Agreement and any written Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

7. This Amendment shall be effective July 1, 2008.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates indicated below.

"Client"
COUNTY OF EL DORADO-INTEGRATED
330 Fair Lane
Placerville, CA 95667

"MHN"
MHN SERVICES
2370 Kerner Boulevard
San Rafael, CA 94901

By: _____

By: _____

Name: _____

Name: Juanell Hefner

Title: _____

Title: President

Date: _____

Date: _____

**EXHIBIT 3.8
EMPLOYEE ASSISTANCE PROGRAM**

I. EMPLOYEE ASSISTANCE PROGRAM

The following training programs shall be provided as requested by client at no additional charge:

1. As needed orientation seminars for employees
2. As needed training seminars for managers and supervisors
3. Management Consults/Job Performance Referrals and related follow-ups
4. As needed health fairs
5. Twenty-four (24) “brown bag” seminars
6. Critical Incident Stress Debriefings [except as provided below]

MHN shall provide a maximum of ten (10) counseling sessions per incident per Covered Person per benefit period. In providing such services, MHN shall assess and refer Covered Persons to obtain the appropriate care aimed at restoring their ability to perform their job duties at an acceptable level and to provide general assistance in connection with substance abuse or mental health problems. At the conclusion of assessment services, the Covered Person will be requested to complete a “Client Satisfaction Questionnaire.”

MHN shall respond to management/job performance referrals. For management/job performance referrals, MHN shall provide follow-up as determined by MHN to be necessary, to monitor referred Covered Persons’ adherence to the agreed course of treatment. Progress reports to managers and supervisors on referred employees will be limited to reporting whether or not the employee has sought EAP assistance and is cooperating with the treatment program.

MHN will respond to CISDs relating to a distressing and traumatic event occurring in the Client’s workplace on an unlimited basis, except in the case of catastrophic events. A “catastrophic event” is defined as an incident requiring more than twenty (20) hours of counseling. In such an event, beginning with the 21st hour, MHN shall bill Client at the rate of \$250.00 per hour, or the rate in effect at the time of service in MHN's Training & Consulting Schedule, as well as for any travel expenses, including without limitation, practitioner professional fees for travel time, incurred by MHN.

II. WORK & LIFE SERVICES

Work & Life Services Summary

Work & Life Services provide telephonic consultations to help members deal with a wide variety of daily life issues including childcare, eldercare, financial and legal services, identity theft recovery services and more.

Work & Life Services Description

- **Childcare Assistance** – This plan covers the telephonic consultation and referrals to childcare resources, including childcare centers and special needs providers. Members can also obtain a list of up to two (2) appropriate unconfirmed providers in a two-zip code area within twelve business hours.
- **Eldercare Assistance** – This plan offers a telephonic consultation to assess healthcare needs, financial and legal concerns, living arrangements, etc., plus referrals to eldercare providers and residential facilities.

Members can also obtain a list of up to two (2) appropriate unconfirmed providers in a two-zip code area within twelve business hours. .

- **Financial Services** – This plan covers the telephone services of financial counselors who offer telephone educational and consultative assistance to help Members with an array of financial concerns. This service includes one thirty (30) minute telephonic consultation per separate matter, and a 25% discount on rates for follow-up consultations. Topics include credit counseling, debt and budgeting assistance, tax planning, financial planning for college and retirement planning and specialized tax assistance. Please note that this is not a tax representation and/or preparation service and investment advice, loans and bill payments are not included. *One Session = Telephone Session of up to thirty (30) minutes.*
- **Legal Services** – This plan offers either an in-person office visit or the telephone service of a network attorney or mediator to provide the Member a one half-hour consultation session. This includes one 30-minute telephonic consultation with a network attorney or mediator per separate legal matter, and a 25% discount on rates for follow-up consultations. Telephonic or face-to-face consultations for issues relating to civil, consumer, personal and family law, financial matters, business law, real estate, estate planning and more. This plan excludes certain specialized legal areas including labor and employment law or disputes or actions between you and your employer or MHN. *One Session = Telephone or Face-to-Face Session of up to thirty (30) minutes.*
- **Identity Theft Recovery Services** –This service includes a telephonic consultation with a fraud resolution specialist who will help the Member to determine if the Member was a victim of identity theft and recommend options on how to place fraud alerts, freeze credit, file police reports, and conduct other activities necessary to resolve fraud. General information on identity theft prevention is also available. *One Session = Telephone Session of up to sixty (60) minutes.*
- **Daily Living Services** – This service provides a telephonic consultation and referrals to consultants and businesses that can help with everyday needs, including pet care, landscaping, auto repair, home maintenance, travel, alternative medicine, nutrition and fitness, household services. Please note that this service only provides general information regarding referrals and does not cover the cost of services purchased nor does MHN guarantee the delivery and/or quality of any service. MHN reserves the right to decline specific requests at MHN's sole discretion.

III. MHN ONLINE MEMBER SERVICES

WELCOME PACKAGE DESCRIPTION

GENERAL

MHN Online Member Services Welcome package is designed to provide Client's employees and eligible dependents online access to Employee Assistance Program (EAP) benefits, practitioner and provider searches, authorizations and behavioral health services that include a number of self-help programs, as well as professional assistance.

The MHN Online Member Services Welcome package features include:

Your EAP Benefits

- EAP Benefit Summary
- Description of Benefits

Emotional Health

- Self-Assessments: Depression, Anxiety, Stress, Insomnia, and Alcohol and Substance Abuse
- Self-Help Programs: Depression, Anxiety, Stress, Insomnia, and Alcohol and Substance Abuse
- Articles & More, Facts and information, Quick Tips
- Links to related sites
- Practitioner Search and Request Authorization

Health and Fitness

- Health Assessment
- Health Calculators
- Articles & More
- Links to related sites

Family & Work

- Child and Elder Care Resource Directories
- Articles & More
- Links to related sites

Financial & Legal

- Financial Calculators
- Articles & More
- Links to related sites

Immediate Crisis Support

Available throughout the site, this function provides Client's employees and eligible dependents with a telephone number should they need urgent intervention from a licensed clinician.

Special Feature

- Monthly Electronic Newsletter

**AMENDMENT TO THE
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BETWEEN
MHN SERVICES
AND
COUNTY OF EL DORADO
GROUP #6180**

The Administrative Services Agreement effective the 1st day of July, 2005, ("Agreement") by and between **MHN SERVICES** ("MHN"), a California corporation, and **COUNTY OF EL DORADO** ("Client") is hereby amended by both Parties.

RECITALS

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NOW THEREFORE, in consideration of the premises, terms, and conditions set forth herein, the Parties agree to amend the Agreement as follows:

1. Section 4, "Compensation of MHN", paragraph 4.1, shall be deleted and replaced with:

“4.1 In consideration of the services to be provided hereunder, Client shall pay to MHN the following fees, due and payable on or before the first day of each month during the term hereof, amounts equal the following:

For Retirees without Dependents, Client shall pay to MHN four dollars and eighty-one cents (\$4.81) for Behavioral Healthcare Services per Subscriber per month.
For Retirees with one (1) Dependent, Client shall pay to MHN nine dollars and sixty-three cents (\$9.63) for Behavioral Healthcare Services per Subscriber per month.
For Retirees with two (2) or more Dependents, Client shall pay to MHN fourteen dollars and one cent (\$14.01) for Behavioral Healthcare Services per Subscriber per month.

Rates are due and payable on or before the first day of each month during the term hereof. In the event that Client fails to forward the compensation payment by the due date, Client shall pay MHN a late payment penalty of one percent (1%) per month on all monies outstanding past the due date. Capitation payments are due in advance of the first day of the month to cover the services for that month. If the compensation payment is not received by MHN as set forth above, MHN may send a Written Notice of Termination effective on the last day of the month for which full payments were received. The Client may automatically reinstate the Agreement by remitting, within fifteen (15) days of the date of Written Notice of Termination, all outstanding invoiced compensation payments to MHN.”

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5. All provisions of the Agreement and any written Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

6. This Amendment shall be effective July 1, 2008.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates indicated below.

"Client"
COUNTY OF EL DORADO
330 Fair Lane
Placerville, CA 95667

"MHN"
MHN SERVICES
2370 Kerner Boulevard
San Rafael, CA 94901

By: _____

By: _____

Name: _____

Name: Juanell Hefner

Title: _____

Title: President

Date: _____

Date: _____