



AMENDMENT III

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

"This Agreement shall commence upon the 1st day of July, 2009 (the "Effective Date"), and shall initially continue in effect for a period of twelve (12) months, through the 30th day of June, 2010, 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."

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

3. This Amendment shall be effective July 1, 2009.

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: [Signature]

Name: _____

Name: Juanell Hefner

Title: _____

Title: President

Date: _____

Date: 6-22-09



AMENDMENT III
**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 5, "Term and Termination", paragraph 5.1 shall be deleted and replaced with:

"5.1 This Agreement shall commence upon 1st day of July, 2009, (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."

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

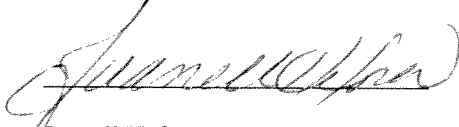
3. This Amendment shall be effective July 1, 2009.

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: 6/22/09



AMENDMENT III
**AMENDMENT TO THE
 ADMINISTRATIVE SERVICES AGREEMENT
 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

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 Retirees without Dependents, Client shall pay to MHN five dollars and twenty-one cents (\$5.11) for Behavioral Healthcare Services per Subscriber per month.
For Retirees with one (1) Dependent, Client shall pay to MHN ten dollars and forty-three cents (\$10.43) for Behavioral Healthcare Services per Subscriber per month.
For Retirees with two (2) or more Dependents, Client shall pay to MHN fifteen dollars and seventeen cents (\$15.17) 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."

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, 2009, (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. All provisions of the Agreement and any written Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

4. This Amendment shall be effective July 1, 2009.

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: _____

Name: _____

Title: _____

Date: _____

By: 

Name: Juanell Hefner

Title: President

Date: 6-22-09