

**AMENDMENT TO THE
EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT
BETWEEN
MANAGED HEALTH NETWORK
AND
CITY OF MILPITAS
GROUP # 5290**

The Employee Assistance Program Services Agreement effective October 1, 2008, (“Agreement”) by and between **MANAGED HEALTH NETWORK** (“MHN”), a California corporation and **CITY OF MILPITAS** (“Client”) 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 shall be deleted and replaced with:

“Monthly Fee. Client shall pay to MHN a Monthly Fee equal to \$6.29 per Subscriber for the Term. Based on the determination that there currently exist 376 Subscribers in Client organization, this Agreement is for a not-to-exceed amount of \$56,761 for the Term. The Monthly Fee shall be due and payable on or before the first day of each month during the Term. Notwithstanding the provisions of Section 4.3 below, if there is an increase or decrease in the number of Subscribers, the parties shall be entitled to adjust the compensation payment on a monthly basis within the total not-to-exceed amount, which may not be exceeded without further contract amendment. In the event that Client fails to forward any compensation payment by the due date, Client shall pay MHN a late payment penalty of one percent (1%) per month on all monies outstanding in excess of thirty (30) days. If the Monthly Fee 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 payment was received. The Client may automatically reinstate the Agreement by remitting, within fifteen (15) day of the date of Written Notice of Termination, all outstanding invoiced Monthly Fees to MHN.”

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

"This Agreement shall be extended from the 1st day of January, 2011 (the "Effective Date"), and shall continue in effect for a period of twenty-four (24) months, through the 31st day of December, 2012, following which it shall be automatically extended for two successive periods of one (1) year each, subject to section 4.3, "Adjustment of Fees", unless either party terminates this Agreement in writing in accord with Section 5.2."

3. Exhibit 4.1, “Benefits and Compensation,” shall be augmented to reflect the Monthly Fee rate of \$6.29 for the Benefit Period from January 1, 2011 through December 31, 2012.

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

5. This Amendment shall be effective January 1, 2011.

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

"Client"
CITY OF MILPITAS
455 E. Calavares Boulevard
Milpitas, CA 95035

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

By: _____

By: _____

Name: _____

Name: Juanell Hefner

Title: _____

Title: President

Date: _____

Date: _____

**EXHIBIT 4.1
BENEFITS AND COMPENSATION**

Effective January 1, 2011, the following benefits shall be provided as requested at the following rates:

| CUSTOM PLAN TYPES: Participating Employer Groups | Counseling Benefits | Monthly Fees for the Benefit Period January 1, 2011 through December 3, 2012 |
|--|--|---|
| <ul style="list-style-type: none"> • City of Milpitas - #5290 | Plan 00H: For permanent full-time or part-time employees of the Police or Fire Department for the City of Milpitas, MHN shall provide a maximum of fifteen (15) sessions per family unit per policy year Plan 01G: For all remaining benefit-eligible employees, MHN shall provide a maximum of ten (10) sessions per Family Unit per policy year | \$6.29 per employee per month |