

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of the 1st day of July, 2007 (the "Effective Date") by and between **MAGELLAN BEHAVIORAL HEALTH, INC.**, with offices at 14100 Magellan Plaza Drive, Maryland Heights, MO 63043 ("Magellan") and **CAMPBELL COUNTY SCHOOL DISTRICT**, with offices at 1000 West Eighth Street, Gillette WY 82716 ("Sponsor").

RECITALS

1. Magellan is engaged in the business of providing Employee Assistance Program (EAP) and related services to employers and labor organizations.
2. Sponsor desires to contract with Magellan for EAP services and Magellan agrees to provide such EAP services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, Magellan and Sponsor hereby agree as follows:

AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings specified below.

- 1.1 Base Fee: the PEPM Rate multiplied by the applicable Employee Count.
- 1.2 Base Population: the Employee Count as of the Effective Date and thereafter, the Employee Count as of any adjustment pursuant to Section 3.4.
- 1.3 Brief Counseling: a problem-focused form of individual or family outpatient counseling that (a) seeks resolution of problems in living (e.g., parenting concerns, emotional stress, marital and family distress, alcohol- and drug-related problems) rather than basic character change; (b) emphasizes counselee skills, strengths and resources; (c) involves setting and maintaining realistic goals that are achievable in a one to five month period; (d) encourages counselees to practice behavior outside the counseling session to promote therapeutic goals; and (e) in which the counselor provides structure, interprets behavior, offers suggestions, and assigns "homework" activities.
- 1.4 Contract Anniversary Date: the day following the last day of the initial term or any renewal term of this Agreement.
- 1.5 Contract Year: a one year period commencing on the Effective Date or an anniversary of such Effective Date, as applicable.
- 1.6 Crisis Counseling: the process of responding to a request for immediate services in order to determine whether an emergency exists and, based on that determination, of making a referral to emergency behavioral health services, to community resources, or to an EAP Counselor. Crisis Counseling includes communication with the person in crisis that is focused on defusing the person's severe emotional reaction to a situation in order to enable that person to accept the referral and deal with the immediate crisis without causing harm to self or others.
- 1.7 Critical Incident Stress Management ("CISM") Services: a response to and consultation in connection with a sudden, unanticipated, traumatic incident or circumstance occurring at the workplace (e.g., accident, death, threat of violence, natural disaster) that produces a high degree of distress in the affected workplace of Sponsor or an immediate or delayed emotional reaction in Employees, that surpasses normal coping mechanisms.

1.8 EAP Consultant: a licensed behavioral health professional employed by Magellan at its service center to respond telephonically to Participant requests for EAP services.

1.9 EAP Counselor: a psychologist, clinical social worker, marriage family and child counselor, or other professional licensed or certified to deliver behavioral health counseling services under the laws of the state in which he or she practices, who is under contract with Magellan to provide EAP services, and who has (a) training and experience in assessing substance abuse problems and in conducting focused, problem-resolution counseling and (b) at least a master's level degree in an appropriate field.

1.10 Employee: an individual whose current employment or employment status (e.g., retiree, beneficiary under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) with Sponsor, is the basis for the individual's eligibility to participate in the EAP.

1.11 Employee Assistance Program ("EAP"): a systematic program to help individuals resolve personal problems, such as family conflict, stress, and drug or alcohol abuse, and address common work/life issues, and to provide training, consultation, and other management services relating to the effective utilization of the EAP by Sponsor and its Employees.

1.12 Employee Count: the number of Employees eligible for EAP services at any point in time, excluding any Employees working or residing in locations other than the United States, Puerto Rico and Canada.

1.13 Episode of Care: a continuous course of counseling for a specific problem or set of problems, up to the number of In-person Sessions specified in Section 2.2 of Addendum A.

1.14 ERISA: the Employee Retirement Income Security Act of 1974, as amended.

1.15 Household Member: an individual who permanently, physically resides in the household of an Employee, or who meets the requirements of a "dependent" as defined by the U. S. Internal Revenue Code.

1.16 In-person Session: a 50-minute counseling session at the office of an EAP Counselor for a Participant, individually or with Participants or others, as appropriate.

1.17 Participant: an Employee or a Household Member.

1.18 PEPM Rate: the sum of the rates that are calculated on a per Employee per month basis as set forth on Addendum C.

1.19 Supplemental Fees: all fees and charges, except for Base Fees, due and payable by Sponsor to Magellan for performance of Services at the rates listed on Addendum C for such Services.

2. SERVICES

Magellan will provide services to Sponsor and Participants as set forth in Addendum A. Services will be delivered only to those Participants whose residence or place of employment with Sponsor is located within the United States, Puerto Rico or Canada unless Sponsor has elected International Services as designated on Addendum C.

3. SERVICE FEES

3.1 Payment Obligation. As consideration for the services to be performed by Magellan hereunder, Sponsor agrees to pay Magellan the Base Fees and all applicable Supplemental Fees as set forth on Addendum C, all as may be adjusted according to the provisions of this Agreement (collectively, as so adjusted, the "Service Fees").

3.2 Invoicing and Payment. Magellan will invoice Sponsor for Base Fees quarterly in advance in accordance with the Employee Count represented on Addendum C, provided that, if an Employee Count is less than ten (10) for any billing period, Magellan shall invoice and Sponsor shall pay a Base Fee calculated upon a minimum of ten (10) Employees. Any Supplemental Fees incurred by Sponsor will be invoiced at the next regular billing interval. Sponsor agrees to pay all Service Fees due within thirty (30) days of the date of invoice. Any undisputed Service Fees not paid when due shall be subject to interest charges at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. All payments due Magellan shall be addressed to:

Magellan Behavioral Health, Inc.
Magellan Lockbox
P.O. Box 785341
Philadelphia, PA 19178-5341

3.3 Fee Assumptions.

3.3.1 Population Variance. As of the Effective Date, the PEPM Rate assumes a Base Population as set forth on Addendum B, with a standard population variation of up to fifteen percent (15%).

3.3.2 Community Rating. PEPM Rates are established on a community basis.

3.3.3 Cafeteria Plans. Services provided under this Agreement are not available as an employee choice under a cafeteria plan.

3.4 Adjustments.

3.4.1 Renewals. No later than ninety (90) days prior to the Contract Anniversary Date, Magellan will provide Sponsor with the PEPM Rate for the next renewal term.

3.4.2 Population Variance. If the actual Employee Count varies by fifteen percent (15%) or more above the Base Population for any billing period, Magellan may adjust the Base Fee in accordance with the current Employee Count as of the effective date of the change in population, regardless of the date of discovery, and Sponsor shall pay Magellan within thirty (30) days of receipt of an invoice from Magellan for the undisputed underpayment. If the actual Employee Count varies by fifteen percent (15%) or more below the Base Population for any billing period, Magellan will, for a period of time not to exceed one (1) contract quarter, credit the amount of any resulting overpayment of the Base Fee to Sponsor at the PEPM Rate set forth on the most recent affected invoice. Any Employee Count that varies by fifteen per cent (15%) or more from the then current Base Population shall become the new Base Population for purposes of future invoicing and payment of Base Fees. This provision shall survive termination of the Agreement.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for three (3) years beginning on the Effective Date. Thereafter, the Agreement shall automatically renew for successive two (2) year terms from the Contract Anniversary Date unless terminated as provided in Section 4.2 or either party gives the other written notice of nonrenewal not less than sixty (60) days prior to the expiration of the term of this Agreement or any renewal thereof.

4.2 Termination. This Agreement may be terminated as follows:

4.2.1 Termination for Cause.

(a) Material Breach. Either party may terminate for a material breach of the Agreement, other than non-payment of fees, but only if the party seeking to terminate has first given the party in breach written notice specifying the nature and, so far as then known, the extent of the breach and the action required to correct

the breach. The party in breach shall be afforded thirty (30) days (or such additional time as the complaining party may reasonably allow, as confirmed in writing) to cure the breach or achieve substantial cure if a complete cure cannot be reasonably effectuated within the designated period. If the breach remains uncured at the expiration of the designated period, the complaining party may, at any time that the breach remains uncured thereafter, terminate this Agreement upon five (5) business days' advance written notice.

(b) Non-payment of Fees. Magellan may terminate for a default by Sponsor in its payment obligations under this Agreement unless there is a bona fide dispute regarding the amount of such fees. Provided, Magellan shall not terminate the Agreement for non-payment of fees unless Sponsor's payment is delinquent for more than thirty (30) days, Sponsor has been duly notified and billed by Magellan, and at least fifteen (15) days have elapsed since the date of notification of delinquency. If Sponsor pays the delinquent amount in full, including any accrued interest, prior to the next payment date after such cancellation of the Agreement and the Agreement was not previously cancelled for non-payment during the 12-month period prior to the effective date of cancellation, Magellan shall reinstate the Agreement as though it had never terminated. During the period of time from the date of notice to Sponsor of the delinquency through any reinstatement of the Agreement, Magellan shall not be obligated to refer Participants to an EAP Counselor for In-Person Sessions, perform on-site services (e.g., training, seminar, CISM services), or deliver communications materials to Sponsor.

4.2.2 Termination for Convenience. Sponsor may terminate this Agreement at any time upon ninety (90) days' advance written notice to Magellan. In the event such termination occurs during the initial Contract Year, Sponsor shall pay Magellan an early termination fee as set forth on Addendum C.

4.3 Effect of Termination.

4.3.1 Continuity of Care. Sponsor and Magellan shall cooperate to avoid any interruption in the continuity of care to Participants.

4.3.2 Reports. Provided Sponsor has paid Magellan all Service Fees due under this Agreement, Magellan shall release to Sponsor all final aggregate utilization reports on the next scheduled report date.

4.3.3 Use of Materials. Sponsor's right to use Magellan proprietary materials furnished during the term of this Agreement, such as manuals, videotapes, employee communications, Web site, and other materials, shall cease upon the effective date of termination. Upon Magellan's request, Sponsor shall return or destroy such materials.

5. OBLIGATIONS OF SPONSOR

5.1 Sponsor Cooperation. Sponsor agrees to cooperate with Magellan by furnishing accurate information on a timely basis in a form and manner reasonably specified by Magellan.

5.2 Notice of Employee Count. As of the Effective Date, the Base Population will be as set forth on Addendum B. If Sponsor determines at any time that the Employee Count varies from the Base Population in either direction by fifteen percent (15%) or more, Sponsor shall provide prompt notice to Magellan of such variation, the effective date, and the revised Employee Count. Sponsor shall bear the risks associated with an inaccurate Employee Count reported to Magellan, whether such report was made by Sponsor or by a third party on behalf of Sponsor.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Without limiting the scope or extent of the protection afforded Sponsor for the liabilities assumed by Magellan under this Agreement, Magellan agrees to maintain during the term of this Agreement the following coverages: (a) comprehensive general liability insurance with limits of liability of no less than \$1,000,000 per claim and

\$3,000,000 aggregate, and (b) managed care errors and omissions insurance with limits of liability of no less than \$5,000,000 per claim and aggregate.

6.2 Indemnification. Each party (the "Indemnifying Party") agrees to hold harmless and indemnify the other party (the "Indemnified Party") from any claims, losses, damages, liabilities, or expenses (including court costs and reasonable attorneys' fees) arising out of or resulting from the negligent or willful act or omission or breach of this Agreement by the Indemnifying Party or its officers, directors, employees, or agents, but only if the Indemnified Party has not, by act or failure to act, materially jeopardized the position of the Indemnifying Party with respect to the resolution or defense of the claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, and does not contain any equitable order, judgment or term which in any manner affects, restrains or interferes with the business of the Indemnified Party or any of its respective affiliates.

7. PROPRIETARY INFORMATION

In connection with the performance of Services under this Agreement, each party may disclose to the other certain information concerning the disclosing party's business ("Proprietary Information"). The parties recognize and agree that any such information shall be the Proprietary Information of the disclosing party, regardless of whether such information is marked or otherwise designated "confidential" or "proprietary," and regardless of whether such information is furnished in oral, written, or electronic form. By disclosing Proprietary Information, neither party shall be deemed to have waived any copyright, trademark or patent right that it, its parent, subsidiary or affiliate, may have. This section shall not apply to any information which the receiving party can demonstrate (a) was already available to the public at the time of disclosure, or subsequently became available to the public, other than by breach of this Agreement, (b) was available to the receiving party on a nonconfidential basis prior to its disclosure by the disclosing party, (c) becomes available to the receiving party on a nonconfidential basis from a person other than the disclosing party who is not otherwise bound by a confidentiality agreement with the disclosing party, or is otherwise not under an obligation to the disclosing party or any of its representatives not to transmit the information to the receiving party, or (d) was independently developed or discovered by the receiving party. For purposes of this section, Proprietary Information includes that disclosed prior to execution of this Agreement.

8. MISCELLANEOUS

8.1 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws and regulations relating to performance under this Agreement. In addition, Magellan will not discriminate against any Participant or applicant for employment because of race, color, religion, gender, national origin, ancestry, marital status, sexual orientation, age or disability. Magellan will reasonably accommodate Participants seeking services. Magellan shall obtain and maintain all licenses and permits necessary for it to perform services pursuant to this Agreement.

8.2 Fiduciary Status. To the extent that any services hereunder are governed by ERISA, Magellan shall be a fiduciary, within the meaning of ERISA, of the applicable group health plan. Such fiduciary status, however, is limited to fiduciary status with respect to the responsibilities specified in this Agreement. Notwithstanding any term of this Agreement, Magellan is not intended to be and shall not be the plan administrator, within the meaning of ERISA, of such group health plan.

8.3 Status of the Parties. Magellan and Sponsor agree that Magellan and all EAP Counselors are independent contractors with respect to the services performed under this Agreement and, except as otherwise specifically provided in this Agreement, (a) no EAP Counselor is the agent of Magellan or Sponsor nor is any EAP Counselor authorized to act on behalf of Magellan or Sponsor in any manner and (b) neither Magellan nor Sponsor is the agent of the other, nor is either party authorized to act on behalf of the other in any manner.

8.4 Third Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any enforceable rights in any Participant, EAP Counselor, or other person not a party to this Agreement.

8.5 Survival. Any terms of this Agreement that by their nature extend beyond their expiration or termination shall remain in effect until fulfilled. This Agreement shall bind the parties and their legal representatives, successors, heirs and assigns.

8.6 Notices. Unless otherwise provided in this Agreement, all notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given if given by personal service or sent by registered, certified or express mail, reputable overnight courier service or facsimile with receipt confirmed as follows:

To Magellan: Magellan Behavioral Health, Inc.
14100 Magellan Plaza Drive
Maryland Heights, MO 63043
Attention: Legal Department
Facsimile Transmission: (314) 387-4958

To Sponsor: As per Addendum B

8.7 Waiver. The failure of any party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, or to exercise any option conferred in this Agreement, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

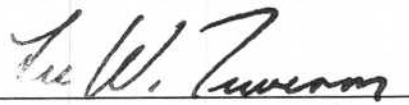
8.8 Force Majeure. Neither party shall be liable to the other for damages or monetary penalties of any kind or deemed in default under this Agreement for any failure to perform or delay in performing to the extent that its performance is hindered, delayed, or rendered impossible due to an event or occurrence beyond the reasonable control of the party, and without its fault or negligence, including, without limitation, the breakdown, malfunction or other failure of any external third party telecommunication system or other system or mechanism by which information and data is stored or transmitted.

8.9 Enforceability. The invalidity or unenforceability of any term or provision herein shall in no way affect the validity or enforceability of any other term or provision.

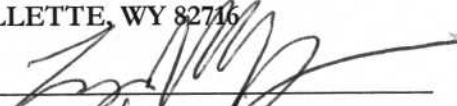
8.10 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all previously written or oral agreements or understandings.

IN WITNESS WHEREOF, Magellan and Sponsor have executed this Agreement by their duly authorized representatives.

MAGELLAN BEHAVIORAL HEALTH, INC.

By: 
Date: 7/11/07

**CAMPBELL COUNTY SCHOOL DISTRICT
GILLETTE, WY 82716**

By: 
Date: 6/20/07

**ADDENDUM A
STATEMENT OF WORK**

A. Basic Services

1. Magellan Web Site. Magellan will provide Sponsor and Participants with access to its Web site, which includes information on wellness subjects, general health, workplace topics for organizations, interactive self-improvement programs and self-assessment tools, a directory of EAP Counselors and a database of child and elder care providers.
2. Personal Consultation Services.
 - 2.1 Telephonic EAP Services. Magellan will maintain a toll-free telephone access line 24 hours per day, 7 days per week, for Participants to access EAP services. EAP Consultants will be available through the telephone access line to assess the caller's problem, arrange for appropriate assistance (e.g., provide educational materials, refer to benefit program, community resource or other treatment provider) and provide any necessary Crisis Counseling.
 - 2.2 In-person EAP Services. In addition to the services described in Section 2.1 of this Addendum A, if Sponsor has selected an EAP model that includes in-person counseling services, Magellan will link each Participant who requests in-person counseling services to an EAP Counselor. The EAP Counselor will assess the Participant's problem(s) and, in accordance with the EAP Counselor's best judgment, provide Brief Counseling and/or refer the Participant to an appropriate treatment provider and/or community resource. Each Participant is eligible for up to the number of In-person Sessions per problem per year, as clinically appropriate, in accordance with the EAP model selected on Addendum C.
 - 2.3 Run-off Services. For a period of thirty (30) days following termination of this Agreement, Magellan will provide In-person Sessions, so long as In-person Sessions remain available and are clinically appropriate, to those Participants with open routine cases as of the effective date of termination. Any open mandatory referrals to the EAP will be transitioned to a successor vendor or other provider as directed by Sponsor on a case-by-case basis.
3. Treatment Compliance Monitoring. Upon request and with the concurrence of the Employee, Magellan will monitor an Employee's compliance with a substance abuse treatment program, monthly as needed, for up to one year.
4. Management Consultation. Upon request, Magellan will provide consultation to any supervisor who is considering the referral of an Employee to the EAP. In the case of a supervisor-referred Employee, Magellan will remain in regular contact with the referring supervisor regarding work performance issues. Magellan will also provide consultation regarding management of high-risk situations in which an Employee's personal problems may create a threat of violence in the workplace. As appropriate and to the extent authorized by an Employee or permitted by law, Magellan will provide consultation on the process required to facilitate an Employee's return to work. Any advice or recommendations made pursuant to this paragraph is not and shall not be construed as a legal opinion.
5. Orientation. Magellan will provide all reasonably necessary orientations to the EAP within ninety (90) days of implementation of EAP services. Such orientations will be conducted at Sponsor's primary worksite and at secondary Sponsor worksites with 50 or more Employees at no additional charge to Sponsor, provided, however, for those orientations conducted at secondary Sponsor worksites, Sponsor agrees to pay Magellan's non-local travel costs (*i.e.*, travel in excess of 50 miles from the office of the Magellan representative to the worksite).
6. Seminars and Related Services. At the request of Sponsor and a minimum of four (4) weeks' notice, Magellan will attend Sponsor health fairs or open enrollments, provide Employee education, supervisor training, seminars, and/or other services but not including CISM services ("Service Hours"). The number of Service Hours included in the Base Fee per Contract Year is as follows:

Up to 99 Employees	0 hours	750 – 999 Employees	4 hours
100 – 249 Employees	1 hour	1,000 – 1,499 Employees	5 hours
250 – 499 Employees	2 hours	1,500 – 1,999 Employees	6 hours
500 – 749 Employees	3 hours		

Unless otherwise agreed by Magellan and Sponsor, all Service Hours shall be delivered at a Sponsor worksite. Service Hours in excess of those included in the Base Fee are available for a Supplemental Fee at the rate indicated on Addendum C. Service Hours do not include the costs of non-local travel (*i.e.*, travel in excess of 50 miles from the office of the Magellan representative to the worksite) or special instructional materials, if any. In the event that any service is scheduled and subsequently canceled with less than a minimum notice of five (5) business days, Sponsor will be billed or debited as if the scheduled services had been delivered.

7. Critical Incident Stress Management. At the request of Sponsor, Magellan will provide all reasonably necessary CISM services to Employees. Unless otherwise agreed by Magellan and Sponsor, CISM services shall be delivered at a Sponsor worksite. In the event that any CISM session is scheduled and subsequently canceled with less than a minimum notice of 72 hours, Sponsor will be charged a cancellation fee as set forth on Addendum C. CISM services do not include the costs of non-local travel (*i.e.*, travel in excess of 50 miles from the office of the Magellan representative to the Sponsor worksite).

8. Employee Communications Program. Magellan will provide its standard communications materials to Sponsor for use and dissemination to its Employees. Materials will be delivered to one (1) Sponsor location and will consist of the following:

Brochures with 2 Wallet Cards	1.3 per Employee
Posters	1 per 150 Employees
Employee Videos	1 per 500 Employees
Supervisor Videos	1 per 500 Employees
Supervisor Manual	1 per 20 Employees
Quarterly Newsletter	Electronic distribution

Sponsor agrees that Magellan's obligation under this section does not include the costs of postage and stationary associated with home mailings and notices to Employees or Household Members required by state or federal law.

9. Reports and Reporting. Subject to any legal restrictions on the release of confidential or other personally identifiable information, Magellan will provide Sponsor a statistical report of Participant utilization of services (a) on a quarterly basis if the number of Employees is 250 or greater, or (b) on an annual basis if the number of Employees is less than 250. Such reports will reflect aggregate data and will not include Participant-identifiable information. Reporting by Sponsor division, business units or other subgroup is not included.

10. Account Management. Magellan will designate a member of its account management staff who will act as a liaison to Sponsor and who will respond to questions, resolve service delivery issues, facilitate consultation on behavioral health topics and provide advice on the effective use of the EAP. All account management services shall be provided telephonically.

B. Optional Services

The following services will be made available to Sponsor and Participants in accordance with the services elected on Addendum C. Participants may access such services by calling the assigned Magellan toll-free number.

1. Legal Consultation Services. Services consist of free initial consultation for routine legal needs with a plan attorney located in the Participant's state, province or territory of domicile. The consultation may be in-person or telephonic. During the consultation, a plan attorney will explain the Participant's rights, identify options, and, if

needed, recommend a course of action ("Legal Consultation Services"). The Participant will choose whether to retain a plan attorney at his or her expense or adopt an alternative plan of action, which may include referral to a different plan attorney. Participants who elect to retain legal counsel from a plan attorney after the initial consultation will be entitled to a twenty-five percent (25%) reduction in fees from the plan attorney's normal hourly rate and/or fee schedule, as applicable. There is no restriction on the number of times a Participant may use Legal Consultation Services, however, Legal Consultation Services are not intended to provide a Participant with continuing access to a plan attorney in order to undertake his or her own representation. Legal Consultation Services do not include consultation (i) in connection with employment-related or business-related matters, (ii) in connection with disputes or proceedings involving Magellan, its subsidiaries, affiliates or customers, a Participant's employer, Magellan's legal services vendor or any of its attorneys, or (iii) that are frivolous, harassing, or otherwise involve violation of ethical rules.

2. Financial Consultation Services. Services include telephonic information and consultation on debt management, basic financial planning, insurance, retirement, savings and investments, budgeting for vacations, family financial issues and identity theft ("Financial Consultation Services"). Financial Consultation Services are intended to assist Participants in formulating financial planning strategies and to serve as an information resource and planning tool. Financial consultants will not advise nor instruct Participants as to any course of action, nor be responsible for any decisions made by Participants about their financial planning.

3. Work/Life Services. Services ("Work/Life Services") consist of the following:

- (a) Basic LifeManagement: telephone consultation, information, education and referral services in connection with child and elder care options; or
- (b) Full LifeManagement: telephone consultation, information, education, access to an expanded on-line library of information and tools, and referral services in connection with child care, elder care, parenting issues, children with special needs, schooling and education, teen and young adult issues and adoption assistance.

When a Participant requests a referral for child care or elder care, a consultant will gather information about the Participant's dependent care needs and send the Participant a packet of educational materials and a list of licensed, certified or registered dependent care resources located in the Participant's area by ZIP code or mileage radius. In all cases, information provided to Participants by consultants about a particular information agency, resource organization, placement agency, or direct child care or elder care service provider, does not imply, and is not a recommendation or endorsement of that particular information agency, resource organization, placement agency, or direct child care or elder care service. The information about, and description of, a particular information agency, resource organization, placement agency, or direct child care or elder care service provider has been provided by the agency, organization, or direct child care or elder care service provider. Magellan or its third party Work/Life Services provider will make reasonable efforts to ensure the accuracy of the information provided to Participants, but cannot guarantee its accuracy. The final decision about any child care or elder care arrangement must be made by Participants themselves. In addition, Participants shall be responsible for determining and monitoring the quality and appropriateness of a particular child care or elder care arrangement.

4. Convenience Services. Services consist of telephonic referral and information regarding pet care, relocation services, home repair/improvement and other personal services ("Convenience Services").

5. Nurse Advice Line Services. Services consist of telephonic general health and symptom management information and consultation, including, but not limited to, symptom triage, in-depth health information, consultation on day-to-day health issues and management of chronic conditions, practical tips for communicating with physicians and specialists, information regarding proper use of prescription and over-the-counter drugs, and advice and support for diet and exercise compliance for various health conditions ("Nurse Advice Line Services").

6. Health Risk Assessment Services. Services consist of Web-based access to the *vielife* individualized health and well-being assessment tool, analysis and feedback of completed assessments in the form of personalized health profiles with recommendations targeting specific areas of risk, information directed at appropriate lifestyle improvement strategies and behavioral changes, and a health and wellness library of online courses, articles, quizzes, and related tools ("Health Risk Assessment Services"). Data from the health risk assessments completed by Employees will be aggregated annually and used to develop a company-wide health and wellness profile to be included in the reports described in Section A-9 of this Addendum A. Household Members who are under the age of 18 are not eligible for Health Risk Assessment Services.

7. International EAP Services. Magellan will arrange for one (1) or more third party vendors to provide telephonic consultation and Brief Counseling services, including up to the number of in-person sessions per problem per year designated on Addendum C, as clinically appropriate, to those expatriate Employees located in Canada and other international locations. Participants located in Canada will also receive Work/Life Services, Legal Services and/or Financial Services, in accordance with Sponsor's election on Addendum C.

C. Limited Liability and Warranties

Magellan warrants that it and its third party vendors will make every effort to ensure the accuracy of the information or the appropriateness of any service or product provided to Participants. Referrals given by Magellan to Participants for elder or child care, legal services or other community services are not endorsements or recommendations for the referred programs or providers. The responsibility for selecting and engaging such providers lies solely with the Participant. Vendors and such other providers are not and shall not be deemed agents of Magellan or Sponsor.

D. Exclusions

The EAP services provided hereunder do not include any of the following:

- (a) Evaluations required by any state or federal judicial officer or other governmental official or agency mandating that a Participant undergo counseling;
- (b) Court-mandated counseling; evaluations or recommendations to be used in child custody proceedings, child abuse proceedings, criminal proceedings, workers' compensation proceedings, or any legal actions of any kind;
- (c) Evaluations for fitness for duty determinations or excuses for leaves of absence or time off;
- (d) Medical care, including services for a condition that requires psychiatric treatment (for example, a psychosis);
- (e) Inpatient treatment;
- (f) Services by providers who are not part of Magellan's EAP Counselor network;
- (g) In-person Sessions that were not accessed through Magellan (either through the toll-free telephone access line or the on-line self-referral service) for the particular Episode of Care;
- (h) Psychological, psychiatric, neurological, educational, or IQ testing;
- (i) Remedial and social skills education services, such as evaluation or treatment of learning disabilities, learning disorders, academic skill disorders, language disorders, mental retardation, motor skill disorders, or communication disorders; behavioral training; cognitive rehabilitation;
- (j) Medication or medication management;
- (k) Examinations and diagnostic services in connection with obtaining employment or a particular employment assignment, admission to or continuing in school, securing any kind of license (including professional licenses), or obtaining any kind of insurance coverage;
- (l) Testimony, creation of records, or other services in connection with legal proceedings;
- (m) Guidance on workplace issues when the Participant sues, or threatens to sue, Sponsor;
- (n) Acupuncture;
- (o) Biofeedback or hypnotherapy; and
- (p) Gatekeeping to the behavioral health component of Sponsor's group health plan.

E. Financial Responsibility

Participants have no financial responsibility in connection with EAP services provided under this Agreement. However, fees for professional services provided by resources other than Magellan or EAP Counselors, including, but not limited to, the retention of lawyers, financial consultants, dependent care providers, or other professional or service providers, will be the responsibility of the Participant and/or his or her group health plan or other benefit programs, as applicable.