ADMINISTRATIVE SERVICES AGREEMENT

FOR

REILLY CONSTRUCTION CO., INC.

521 zip code

January 2006

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ADMINISTRATIVE SERVICES AGREEMENT

THIS Service Agreement is made and entered into this _____ of _____, _____, by and between Reilly Construction Co., Inc., a trust duly organized and existing under the laws of the state of Iowa with its principal place of business at 110 Main Street, Ossian, Iowa 52161 (hereinafter referred to as the "Trust") and Midwest Group Benefits, Inc., a corporation duly organized and existing under the laws of the state of Iowa with its principal place of business at P.O. Box 408, Decorah, Iowa 52101 (hereinafter referred to as the "Claims Supervisor").

WHEREAS, the Trust is a trust that sponsors a self-funded employee welfare benefit plan (the "Plan") within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA), as amended; and

WHEREAS, the Trust desires to make available a program of health care benefits under the Plan; and

WHEREAS, the Trust wishes to contract with an independent third party to perform certain services with respect to the Plan as enumerated below; and

WHEREAS, the Claims Supervisor desires to contract with the Trust to perform certain services with respect to the Plan as enumerated below; and

THEREFORE, in consideration of the premises and mutual covenants contained herein, the Trust and the Claims Supervisor enter into this Agreement for administrative services for the Plan.

ARTICLE I. DEFINITIONS

For the purposes of this Agreement, the following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise and wherever appropriate, the singular shall include the plural and the plural shall include the singular.

1.1 **Calendar Year** means January 1st through December 31st of the same year.

1.2 **Claim** means a request by a Claimant for payment or reimbursement for Covered Services from the Plan.

1.3 **Claimant** means any person or entity submitting expenses for payment or reimbursement from the Plan.

1.4 **Claims Payment Account** means an account established by and owned by the Trust for payment or reimbursement for Covered Services.

1.5 **COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

1.6 **Covered Services** means the care, treatments, services, or supplies described in the Plan Document as eligible for payment or reimbursement from the Plan.

1.7 **Employer** means the Reilly Construction Co., Inc. and any successor organization or affiliate of such Employer which assumes the obligations of the Plan and this Agreement.

1.8 **ERISA** means the Employee Retirement Income Security Act of 1974, as amended.

1.9 **Fee Schedule** means the listing of fees or charges for services provided under this Agreement. This Fee Schedule may be modified from time to time in writing by the mutual agreement of the parties. It is contained in Appendix A and is a part of this Agreement.

1.10 **Health Care Providers** means physicians, dentists, hospitals, or other medical practitioners or medical care facilities that are duly licensed and authorized to receive payment or reimbursement for Covered Services provided under the terms of the Plan.

1.11 **Plan** means the self-funded employee welfare benefit plan, which is the subject of this Agreement and which the Trust has established pursuant to the Plan Document.

1.12 **Plan Document** means the instrument or instruments that set forth and govern the duties of the Plan Sponsor and eligibility and benefit provisions of the Plan which provide for the payment or reimbursement of Covered Services.

1.13 **Plan Participant** is any person who is properly enrolled and entitled to benefits from the Plan.

1.14 **Plan Year** means the period of time specified as such in the Plan Document.

1.15 **Summary Plan Description** means the document required to be provided under Sec. 102 of ERISA that describes the terms and conditions under which the Plan operates.

ARTICLE II. RELATIONSHIP OF PARTIES

2.1 The Trust delegates to the Claims Supervisor only those powers and responsibilities with respect to development, maintenance, and administration of the Plan which are specifically enumerated in this Agreement. Any function not specifically delegated to and assumed by the Claims Supervisor pursuant to this Agreement shall remain the sole responsibility of the Trust.

2.2 The parties enter into this Agreement as independent contractors and not as agents of each other. Neither party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein.

2.3 The parties acknowledge that

(a) this is a contract for administrative services only as specifically set forth herein;

(b) the Claims Supervisor shall not be obligated to disburse more in payment for Claims or other obligations arising under the Plan than the Trust shall have made available in the Claims Payment Account; and

(c) this Agreement shall not be deemed a contract of insurance under any laws or regulations. The Claims Supervisor does not insure, guarantee, or underwrite the liability of the Trust under the Plan. The Trust has total responsibility for payment of Claims under the Plan and all expenses incidental to the Plan.

2.4 Except as specifically set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors; provided, however, neither party may assign this Agreement or any or all of its rights or obligations hereunder (except by operation of law) without the prior written consent of the other, which consent may not be unreasonably withheld.

2.5 In the case of disputes as to any issues that may arise in connection with the respective rights and obligations of the parties under this Agreement, arbitration will be entered into. Each party will notify the other, in writing, of the name of its representative(s) who will have primary responsibility for communications with the other party. If such representatives are unable to resolve the dispute, either party may demand submission of the dispute to arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The party requesting such arbitration shall pay the arbitrator's fee. The decision of the representatives or, if applicable, the arbitrator, shall be final and binding upon the parties.

2.6 The Claims Supervisor will consult with the Trust at least monthly and more often if circumstances dictate through the term of this Agreement.

2.7 The work to be performed by the Claims Supervisor under this Agreement may, at its discretion and with the prior approval of the Trust, be performed directly by it or wholly or in part through a subsidiary or affiliate of the Claims Supervisor or under an agreement with an organization, agent, advisor, or other person of its choosing.

2.8 The Claims Supervisor agrees to be duly licensed as a Third Party Administrator to the extent required under applicable law and agrees to maintain such licensure throughout the term of this Agreement. The Claims Supervisor will possess throughout the term of this Agreement, an in-force fidelity bond or other insurance as may be required by state and federal laws for the protection of its clients. Additionally, the Claims Supervisor agrees to comply with any state or

federal statutes or regulations regarding its operations and to obtain any additional licenses or registrations which may apply in the future.

2.9 The Claims Supervisor will indemnify, defend, save, and hold the Trust harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, direct, indirect, consequential, or punitive expenses or fees, including court costs and attorney's fees, with respect to the Plan which directly result from or arise out of the dishonest, fraudulent, grossly negligent, or criminal acts of the Claims Supervisor or its employees, except for acts taken at the specific direction of the Trust.

2.10 The Claims Supervisor shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of the Trust or agents of the Trust.

2.11 The Trust will indemnify, defend, save, and hold the Claims Supervisor harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, direct, indirect, consequential, or punitive damages, expenses or fees, including court costs and attorney's fees, to the extent that such claims, losses, liabilities, damages, and expenses arise out of or are based upon the Trust's negligence in the performance of its duties under this Agreement, a release of Claims data by the Claims Supervisor to (1) the Trust, or (2) if such release is at the request of the Trust, to any other entity or person, an interpretation of the Plan or this Agreement, or any other written or oral communication by the Trust or any of its authorized representatives upon which the Claims Supervisor relies or any breach of this Agreement by the Trust, including, but not limited to, failure to fund the Claims Payment Account.

ARTICLE III. THE CLAIMS SUPERVISOR'S RESPONSIBILITIES

The Claims Supervisor will provide the following Plan administrative services for the Trust:

3.1 Maintain Plan records based on eligibility information submitted by the Trust as to the dates on which a Plan Participant's coverage commences and terminates.

Maintain Plan records of Plan coverage applicable to each Plan Participant based on information submitted by the Trust.

Maintain Plan records regarding payments of Claims, denials of Claims, and Claims pended.

Prepare and distribute annually notices required pursuant to the Women's Health and Cancer Rights Act.

Respond to Claims in accordance with the Plan Claims procedures and applicable ERISA Claims regulations, subject to the following provisions:

The Claims Supervisor shall be responsible for the determination of Urgent Care Claims (as defined under the ERISA Claims regulations) only if the Trust submits eligibility information on a daily basis under Section 4.1.

The Claims Supervisor shall not be responsible for determining Pre-Service Claims (as defined under the ERISA Claims regulations) if the initial decision on such Claim is decided by a third party other than the Claims Supervisor. If the Claims Supervisor is responsible for responding to such Pre-Service Claims, the person or entity who makes the initial decision must provide the necessary information, including any internal rules, guidelines, protocols or similar criteria, and/or any required explanation of the scientific or clinical judgment upon which a denial is based under a Plan exclusion or limitation for medical necessity or experimental treatments, within two business days after the decision is made and in any case not later than five business days before the notice of adverse determination must be provided to the claimant.

Unless Plan Claims procedures clearly provide to the contrary, a Claim will be denied if the claimant fails to respond within the applicable deadline to a request for additional information.

If a Claim cannot be determined by the Claims Supervisor without an interpretation of the Plan terms by the Trust, such Claim shall be promptly referred to the Trust. Upon receipt of the Trust's response, the Claims Supervisor shall process payment of the Claim or prepare a notice of adverse determination, as applicable.

If a Claim is denied for any reason, the Claims Supervisor will send a written notice of adverse determination setting forth the required information. In addition to other required information, the notice will indicate whether or not an internal rule, guideline or protocol or similar criteria were used in making the determination, and will indicate that a description of the criteria is available upon request at no charge. Similarly, if the adverse determination is based on a medical necessity or experimental treatment or similar limitation, the notice will indicate that an explanation of the scientific or clinical judgment used in making the determination is available upon request at no charge.

If a denied Claim is appealed, the Claims Supervisor shall provide a copy of the file upon request to the named fiduciary responsible for deciding the appeal. If it is necessary for the Claims

Supervisor to provide additional consultation with respect to the appeal, an additional fee shall apply.

3.2 Verify Plan Participant eligibility and coverage upon request by a Plan Participant, an authorized member of a Plan Participant's family unit, or an authorized Health Care Provider treating a Plan Participant.

3.3 Adjudicate Claims incurred by Plan Participants according to the terms of the Plan Document as construed by the Trust. These Claims will be adjudicated in accordance with industry practices and the Claims Supervisor will use an industry-recognized method of determining usual, customary, and reasonable charges.

Process with due diligence and according to the terms of the Plan Document as construed by the Trust, evidence of good health statements, pre-existing conditions requirements, disability determinations, subrogation, and coordination of benefits situations. Unless otherwise agreed by the parties, the Claims Supervisor's duties with respect to subrogation situations shall be limited to informing the Trust that subrogation rights may exist.

Decide as to the validity of a Claim or the need for additional information. If additional information is needed, the request will be sent to the appropriate person (with a copy to the Plan Participant) within the time required for similar types of Claims under applicable federal regulations. The request will generally be sent by U.S. Mail, but in the case of Urgent Care Claims (as defined under ERISA regulations) the request may be oral or sent by fax or electronic means.

If a response for additional information is not received within 15 days, a follow-up request will be sent. The request will indicate that no additional requests for information will be sent and the Claim will be denied if the requested information is not remitted within 45 days of the original request. However, if the Claim is an Urgent Care Claim, these rules will not apply, and the Claim will be denied if the requested information is not received within 48 hours.

When all necessary documents and Claim form information have been received and the Claim has been approved, a Claim check or draft will be remitted on the next dispersal date.

3.4 Refer any doubtful or disputed Claims to Trust for a final decision in accordance with Section 4.2.

3.5 Process, issue, and distribute Claims checks or drafts as instructed by the Trust to Plan Participants, Health Care Providers, or others as may be applicable.

Claims paid in good faith but in error by the Claims Supervisor shall be chargeable to the Claims Payment Account as any other Claim, but the Claims Supervisor shall make good faith attempts to recover any overpayments.

Every week, the Claims Supervisor will notify the Trust of the amount required to be prospectively deposited to the Claims Payment Account to pay the Claims liability as these Claims occur.

3.6 Notify Plan Participants in writing through the U. S. Mail of ineligible Claims received, indicating the specific Plan provisions attributable to the declination of the Claims pursuant to the written Claims review and appeal procedure in the Plan. This notification will be made within 10 working days of the date the Claims Supervisor receives the complete Claim, including any information received in accordance with Section 3.3 and any Plan interpretations by the Trust.

3.7 Subject to privacy considerations, respond to Claims inquiries by a Plan Participant, the authorized representative of the estate of a Plan Participant, an authorized member of a Plan Participant's family unit, or an authorized Health Care Provider.

3.8 Maintain information that identifies a Plan Participant in a confidential manner. The Claims Supervisor agrees to take all reasonable precautions to prevent disclosure or the use of Claims information for a purpose unrelated to the administration of the Plan.

The Claims Supervisor will only release this information for certificate of need reviews; for medical necessity determinations; to set uniform data standards; to update relative values scales; to use in Claims analysis; to further cost containment programs; to verify eligibility; to comply with federal, state or local laws; for coordination of benefits; for subrogation; in response to a civil or criminal action upon issuance of a subpoena; or with the written consent of the Plan Participant or his or her legal representative.

3.9 Prepare a draft Plan Document and Summary Plan Description for review and final approval by Trust and the Trust's legal counsel.

3.10 Prepare Plan Document amendments.

3.11 Maintain a Claim file on every Claim reported to it by the Plan Participants. Such files and all Plan-related information shall be made available to the Trust for consultation, review, and audit upon reasonable notice and request, during the business day and at the office of the Claims Supervisor. Any such audit will be at the sole expense of the Trust. The Claims Supervisor will charge a separate fee for its time spent in cooperation with such consultation, review, and audit.

This audit shall be conducted by an auditor mutually acceptable to the Trust and the Claims Supervisor and will include, but not necessarily be limited to, a review of procedural controls, a review of system controls, a review of Plan provisions, a review of the sampled Claims, and comparison of results to performance standards and statistical models previously agreed to by the Trust and the Claims Supervisor.

3.12 Capture data for IRS form 5500 filings.

3.13 Provide the following reports:

(a) monthly Claims analysis by type of Claim and total dollar amounts

(b) monthly Claims list, including pended Claims, by Plan Participant, Health Care Provider, and Claimant

(c) monthly check register

(d) monthly listing, accompanied by a check, for the current month's collections (if any) from other carriers, TPAs, COBRA continues, and any other funds received by the Claims Supervisor that belong to the Plan

(e) annual management report within 60 days after the close of the Plan Year

(f) any other reports as agreed to between the Trust and the Claims Supervisor.

3.14 Procure excess loss or stop loss (specific and aggregate) insurance proposals and policies for the Trust's consideration and selection, which excess loss or stop loss insurance will be an asset of the Trust and not of the Plan.

3.15 Offer welfare plan consulting services upon request by the Trust and upon payment of a separate fee.

3.16 Notify the excess loss insurance company of any potential large Claims which may become a Claim under the excess loss coverage.

On behalf of the Plan, the Claims Supervisor will file in a timely manner any Claims for benefits under the excess loss policies.

Promptly forward to the Trust any premium and other notices received from the excess loss insurance company concerning the policy.

3.17 Upon termination of this Agreement, all Claim files, reports, magnetic tapes, filings with governmental entities, and plan documentation will be remitted to the Trust. Until that time, these records will be maintained at the Claims Supervisor's principal administrative office or secure storage facilities for at least seven (7) years following the termination of a Plan Year. The Trust will pay a separate fee for this storage. At the end of the seven (7) year period or termination of this agreement, if earlier, the Claims Supervisor shall notify the Trust that these records will be destroyed unless the Trust requests, in writing, that all or some of the records be forwarded to the Trust.

ARTICLE IV. THE TRUST'S RESPONSIBILITIES

The Trust will:

4.1 Maintain current and accurate Plan eligibility and coverage records and submit this information as needed to the Claims Supervisor.

This information shall be provided in a format reasonably acceptable to the Claims Supervisor and include the following for each Plan Participant: name and address, Social Security number, date of birth, type of coverage, sex, relationship to employee, changes in coverage, date coverage begins or ends, and any other information necessary to determine eligibility and coverage levels under the Plan.

The Trust assumes the responsibility for the erroneous disbursement of benefits by the Claims Supervisor in the event of error or neglect on the Trust's part of providing eligibility and coverage information to the Claims Supervisor, including but not limited to, failure to give timely notification of ineligibility of a former Plan Participant.

4.2 Resolve all Plan ambiguities and disputes relating to the Plan eligibility of a Plan Participant, Plan coverage, denial of Claims or decisions regarding appeal or denial of Claims, or any other Plan interpretation questions, within a reasonable time following the request of the Claims Supervisor. The determination of a reasonable time shall be decided on a case-by-case basis between the parties, with the understanding that the Claims Supervisor must receive a prompt response in order to provide a timely response under the Plan's Claims procedures and the ERISA Claims regulations.

The Claims Supervisor will administer and adjudicate Claims in accordance with Article III if the Plan Document and Summary Plan Description are clear and unambiguous as to the validity of the Claims and the Plan Participants' eligibility for coverage under the Plan, but will have no discretionary authority to interpret the Plan or adjudicate Claims. If adjudication of a Claim requires interpretation of ambiguous Plan language, and the Trust has not previously indicated to the Claims Supervisor the proper interpretation of the language, then the Trust will be responsible for resolving the ambiguity or any other dispute.

In any event, the Trust's decision as to any Claim (whether or not it involves a Plan ambiguity or other dispute) shall be final and binding.

Designate a person who may be contacted at any time, including non-business hours, to verify eligibility for Urgent Care Claims.

If the Claims Supervisor has a responsibility to determine and respond to Pre-Service Claims decided by other parties, the Trust will require pursuant to its contracts with such other parties that such other parties must (1) decide Pre-Service Claims not later than five business days before the notice of adverse determination must be provided to the Claimant and (2) cooperate with the Claims Supervisor by providing full and timely responses to any request for information reasonably necessary to permit the Claims Supervisor to respond to such Claims.

4.3 Conduct and control all enrollment meetings, maintenance of enrollment records, and distribution of enrollment materials. Pertinent enrollment information will be sent to the Claims Supervisor as needed.

4.4 Provide required COBRA notice to Plan Participants upon initial eligibility to participate in the Plan, maintain COBRA eligibility records, notify COBRA eligibles of their rights under the Act and when they so elect, inform the Claims Supervisor.

4.5 Prospectively fund the Claims Payment Account every week and grant the Claims Supervisor drafting authority.

The Claims Payment Account shall be set up by the Trust who shall execute and deliver to the Claims Supervisor and a depository selected by the Trust, any and all documents necessary to empower the Claims Supervisor to act as signatory on such account.

4.6 Not require the Claims Supervisor, under any circumstances, to issue payment(s) for Claims, excess loss premiums, or any other costs arising out of the subject matter of this Agreement, unless the Trust has so authorized and has previously deposited sufficient funds to cover such payment(s).

4.7 Provide the Claims Supervisor with copies of any and all revisions or changes to the Plan within 30 working days of the effective date of the changes.

4.8 Provide and timely distribute all notices and information required to be given to Plan Participants, maintain and operate the Plan in accordance with applicable law, maintain all recordkeeping, and file all forms relative thereto pursuant to any federal, state, or local law, unless this Agreement specifically assigns such duties to the Claims Supervisor.

4.9 Acknowledge that it is the Plan Sponsor, Plan Administrator, and Named Fiduciary, as these terms are defined in ERISA. As such, Trust retains full discretionary control and authority and discretionary responsibility in the operation and administration of the Plan.

4.10 Pay any and all taxes, surcharges, licenses, and fees levied, if any, by any local, state, or federal authority in connection with the Plan.

4.11 Hold confidential information obtained that is proprietary to the Claims Supervisor or information or material not generally known by personnel other than management employees of the Claims Supervisor. Such information includes, but is not limited to, reasonable and customary Claims levels, and Claims administration guidelines.

4.12 Warrant and represent that the only entities that participate, or will participate, in the Plan are in the Trust's "controlled group of corporations" as that term is used in ERISA.

4.13 Pay, in accordance with the Fee Schedule, the Claims Supervisor's fees for services rendered under this Agreement. Unless otherwise agreed, the Claims Supervisor may withdraw from the Claims Payment Account any fees then due to the Claims Supervisor prior to application of the funds in the Claims Payment Account to payment of Claims or any other costs arising out of the Plan or the subject matter of this Agreement. Late charges may be added if payments are not made on a timely basis.

4.14 Maintain excess loss insurance with a Best's-rated A - or better carrier in the minimum amount set forth on the Fee Schedule.

Promptly notify the Claims Supervisor of any termination, expiration, lapse, or modification of this insurance.

4.15 Maintain any fidelity bond or other insurance as may be required by state or federal law for the protection of the Plan and Plan Participants.

ARTICLE V. DURATION OF AGREEMENT

5.1 This Agreement shall commence on 01/01/2005 and end on 12/31/2005. This Agreement shall automatically renew each year for a one-year period unless modified or terminated as described below.

5.2 At any time during the term of this Agreement, either the Trust or the Claims Supervisor may amend or change the provisions of this Agreement. These amendments or changes must be agreed upon in advance in writing by both the Trust and the Claims Supervisor. If any such amendment increases the anticipated Claims experience under the Plan or the Claims Supervisor's cost of administering the Plan, the Trust agrees to pay any increase in Claims expenses, as well as increases in administrative fees or other costs which the Claims Supervisor reasonably expects to incur as a result of such modification.

5.3 This Agreement may be terminated by either the Trust or the Claims Supervisor at any time, either upon giving 90 days advance written notice to the other party unless both parties agree to waive such advance notice, or with no notice, as stated below. At the option of the party initiating the termination, the other party may be permitted a cure period (of a length determined by the party initiating the termination) to cure any default.

5.4 The Claims Supervisor may, at its option, terminate this Agreement effective immediately upon the occurrence of any one or more of the following events on written notice to the Trust:

(a) The Trust fails to prospectively fund the Claims Payment Account;

(b) The Trust is adjudicated as bankrupt, becomes insolvent, a temporary or permanent receiver is appointed by any court for all or substantially all of the Trust's assets, the Trust makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to the Trust and it is not dismissed within forty-five (45) days of such filing;

(c) The Trust fails to pay administration fees or other fees for the Claims Supervisor's services upon presentation for payment and in accordance with the Fee Schedule;

(d) The Trust engages in any unethical business practice or conducts itself in a manner which in the reasonable judgment of the Claims Supervisor is in violation of any federal, state, or other government statute, rule, or regulation;

(e) The Trust, through its acts, practices, or operations, exposes the Claims Supervisor to any existing or potential investigation or litigation; or

(f) The Trust permits its excess loss insurance to lapse, whether by failure to pay premiums or otherwise.

5.5 The Trust may, at its option, terminate this Agreement effective immediately upon the occurrence of any one or more of the following events on written notice to the Claims Supervisor:

(a) The Claims Supervisor is adjudicated as bankrupt, becomes insolvent, a temporary or permanent receiver is appointed by any court for all or substantially all of the Claims Supervisor's assets, the Claims Supervisor makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition under any bankruptcy law is filed with

respect to the Claims Supervisor and it is not dismissed within forty-five (45) days of such filing;

(b) The Claims Supervisor engages in any unethical business practice or conducts itself in a manner which in the reasonable judgment of the Trust is in violation of any federal, state, or other government statute, rule, or regulation; or

(c) The Claims Supervisor, through its acts, practices or operations, exposes the Trust to any existing or potential investigation or litigation.

5.6 At the written request of the Trust and subject to the Trust's continuing obligation to maintain the Minimum Funding Balance and to prospectively fund the Claims Payment Account, the Claims Supervisor agrees to process incurred but not reported Claims after the termination of this agreement. A separate fee will be charged for this service.

ARTICLE VI. MISCELLANEOUS

6.1 This Agreement, together with all addenda, exhibits, and appendices supersedes any and all prior representations, conditions, warranties, understandings, proposals, or other agreements between the Trust and the Claims Supervisor hereto, oral or written, in relation to the services and systems of the Claims Supervisor, which are rendered or are to be rendered in connection with its assistance to the Trust in the administration of the Plan.

6.2 This Agreement, together with the aforesaid addenda, exhibits, and appendices constitutes the entire Administrative Services Agreement of whatsoever kind or nature existing between or among the parties.

6.3 The parties hereto, having read and understood this entire Agreement, acknowledge and agree that there are no other representations, conditions, promises, agreements, understandings, or warranties that exist outside this Agreement which have been made by either of the parties hereto, which have induced either party or has led to the execution of this Agreement by either party. Any statements, proposals, representations, conditions, warranties, understandings, or agreements which may have been heretofore made by either of the parties hereto, and which are not expressly contained or incorporated by reference herein, are void and of no effect.

6.4 This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

6.5 Except as provided in Article V. (regarding termination without advance notice), no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto.

6.6 In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

6.7 In the event that either party is unable to perform any of its obligations under this Agreement because of natural disaster, labor unrest, civil disobedience, acts of war (declared or undeclared), or actions or decrees of governmental bodies (any one of these events which is referred to as a "Force Majeure Event"), the party who has been so affected shall immediately notify the other party and shall do everything possible to resume performance.

Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) working days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

6.8 All notices required to be given to either party by this Agreement shall, unless otherwise specified in writing, be deemed to have been given three (3) days after deposit in the U.S. Mail, first class postage prepaid, certified mail, return receipt requested.

6.9 This Agreement shall be interpreted and construed in accordance with the laws of the state of Iowa except to the extent superseded by federal law.

6.10 No forbearance or neglect on the part of either party to enforce or insist upon any of the provisions of this Agreement shall be construed as a waiver, alteration, or modification of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives' signatures, effective this _____ day of _____, _____.

TRUST

BY: _____

PRINTED NAME: _____

TITLE: _____

CLAIMS SUPERVISOR

BY: _____

PRINTED NAME: _____

TITLE: _____

FULL LEGAL NAME OF TRUST:

_____

TRUSTEE(S):

AFFILIATES AND/OR SUBSIDIARIES OF TRUST SUBJECT TO THIS AGREEMENT:

_____

_____

_____

_____

APPENDIX A

FEE SCHEDULE AND
FINANCIAL ARRANGEMENT

I. Fee Schedule

The Trust and the Claims Supervisor hereby agree to the compensation schedules set forth below as being the sole compensation to the Claims Supervisor for any of its services which relate to the Plan. Fees shall be invoiced monthly and shall be payable upon receipt.

A monthly maintenance fee of $12.49 per covered Employee.

Hourly fee of $85.00 for welfare plan consulting.

Broker's fee of $2.00 per covered Employee per month.

Annual fee of $500.

5% per claim for processing IBNR claims after termination of contract.

HIPAA Administration fee of $1.00 PEPM

EDI Administration fee of $1.00 PEPM

Encompass PPO Access fee of $3.60 PEPM

Encompass Precertification and UR fee of $2.20 PEPM

Eyemed (ECPA) fee of $0.26 PEPM

Check customization, special statistical reports other than those enumerated in this contract, medical underwriting, new taxes assessed against the Plan, or other services mutually agreed upon, will be billed separately at the actual costs of such services.

Case management fees to Encompass are paid as a claim by employer funds.

Pharmacy management fees to Partners Rx are paid as a claim by employer funds.

II. Financial Arrangement

The Trust agrees to do the following:

Maintain $45,000 specific excess loss insurance, with an Incurred/Paid limit of 24/12.