

Amendment to the Administrative Services Agreement effective 1/1/09

EXHIBIT A PLAN SUPERVISOR AND AGENT/BROKER/CONSULTANT SCHEDULE OF COMMISSIONS AND FEES

Administrative Fees:

(Some fees are split, with partial retention by HMA and disbursement to other vendors noted – please also note that **PEPM** = "Per Employee/Per Month")

Effective 01/01/2010 to 12/31/2010 administrative fees shall be:*

\$ <u>15.75</u>	PEPM for administration of Medical claims
\$ <u>0.75</u>	PEPM for administration of Vision claims
\$ <u>3.20</u>	PEPM for administration of the Medical Management Program (<i>Includes:</i> Case Management, Utilization Review Management, Pre-authorizations and claims review)
\$ <u>5.50</u>	PEPM for administration of the HMA Preferred Preferred Provider Network Program (\$1.50 retained by HMA, \$4.00 to Regence BlueShield)
\$ <u>0.75</u>	Pharmacy Benefit Manager (Express Scripts) interface fee (\$0.75 retained by HMA)

If applicable, the administration of the Formulary Rebate program will be conducted by HMA on a quarterly basis. 100% of any formulary rebate received by HMA shall be passed on to the Company.

\$ <u>1.00</u>	ID Card Production – total re-carding of GHP – per employee fee
<u>30%</u>	Claims Negotiation, Hospital Bill Audit, and Re-pricing Services, as outlined in Section 4(d) of the Agreement and k(viii) of Exhibit B.
\$ <u>0</u>	Bank account reconciliation fees
\$ <u>0</u>	Other bank fees

Summary Plan Description – Subsequent SPD production

\$ <u>1,000</u>	First Document
\$ <u>250</u>	Additional Document(s) (per document)
\$ <u>125</u>	Amendment only
\$ <u>500</u>	Amendment and incorporation into current Summary Plan Description

Coordination of SPD Printing Services

Cost + 20%

Accept / Decline

<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ <u>0.50</u>	PEPM for consolidated billing of other insurance coverage
<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ <u>1.50</u>	PEPM administration of COBRA (Medical/RX/Vision)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ <u>0.65</u>	PEPM administration of HIPAA Certificates of Creditable Coverage

Annual Fee.

The Plan Sponsor shall pay an annual fee of \$ 0 for services to the Plan, including accumulation and 1099 reporting of Plan payments, filing of insurance claims with the Plan Sponsor's excess loss insurer, recording benefits and changes in automated benefit system, billing and remitting premium to insurance carriers for coverage in connection with the Plan (as to which the Plan Sponsor acknowledges and agrees that HMA will provide only the information available to HMA relating to Plan participants during the term of this Agreement, and that the Plan Sponsor is responsible for combining that information with data from other payers).

Commissions:

Commissions Payable on Excess Loss Insurance Premium:

0%

HMA

0%

Broker

Additional Information Concerning Our Fees:

HMA, Inc. works with, and is appointed by, many excess loss carriers. Our administrative charges are unaffected by the carrier with whom you elect to purchase excess loss coverage. HMA also participates in excess loss carrier override programs with a few of the carriers. These programs provide professional benefit administrators, and brokers and consultants to group health plans, with reimbursements for retention, volume, growth, profitability or other factors pursuant to agreements in force with that carrier relating to all or part of the business. This will vary from carrier to carrier, and will not affect the carrier choices made available to you. Additionally, any reimbursements retained by Healthcare Management Administrators, Inc. are used to cover expenses associated with administering the group health plans with that carrier.

There is no way for HMA to project what reimbursements, if any, it will receive during 2010; however, they typically range from 0% to 6%.

We will be pleased to discuss with you further details of any contingent compensation agreements pertinent to your placement upon your request.

The aforementioned fees and commissions shall remain in effect beyond the above-stated term until changed by mutual agreement of the parties.

**** Rate guarantee for contracted time period applies only to services performed by HMA. Fees for outside vendors are subject to change at any time.***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the respective dates set forth below, effective as of the day and year first above written.

Mercer Human Resource Consulting

By: _____
Name: _____
Title: _____
Date: _____

Everett School Employee Benefit Trust

Healthcare Management Administrators, Inc.

By: Molly Ringo
Name: Molly Ringo
Title: Chair ESEBT
Date: 10-23-09

By: _____
Name: Clay Ellis
Title: Sr. Vice President, COO
Date: _____