

TPA AGREEMENT

The purpose of this agreement between **Mutual Medical Plans, Inc.**, herein called the Third-Party Administrator (“TPA,”) and **Geneseo C.U.S.D. No. 228**, herein called the “**Employer**” is to set forth the primary responsibilities agreed to by both parties in providing benefits to or on behalf of participants in the Employer’s health care plan for the period 01-01-2009 to 12-31-2011.

ADMINISTRATION FEES AND COMPENSATION The TPA monthly administration fee will be based on a flat monthly amount of \$2,780 monthly for 01-01-2009 to 12-31-2009. Fees in 2010 and 2011 will be subject to increases or decreases in the CPI-U (all products and services) for the trailing 12-month period ending each October 31.

CLAIM DECISIONS TPA agrees to pay claims according to the Employer’s plan description, and to pay benefits with no less care, skill and diligence normally expected in the health insurance industry. The Employer will make the final decision on the contents and language of the Employer’s benefit plans, as well as the final decision on any appealed or disputed claim.

TPA SERVICES In consideration of the monthly fees, the TPA will provide monthly reports of claim experience including amounts paid employees and health care providers, and standard claim system and special reports as requested, file 1099 forms to the IRS on amounts paid health care providers, prepare copy for the Plan Description, provide ID cards and other forms used by the TPA for administration, provide pre-admission certification, concurrent review and large case management, attend meetings upon request of the Employer, secure reinsurance quotes and place the coverage with a carrier of Employer’s choice, and perform other services incidental to administration of the Plan. TPA also agrees to meet periodically with the Employer to consider other services which will be mutually beneficial and timely for both parties.

CHECKING ACCOUNT AND BONDING Employer agrees to fund a special checking account that will be used exclusively to pay claims under the Employer’s health care plan, statements from the prescription drug plan, Administration fees, or other Plan expenses specifically authorized by the Employer. The Employer’s choice of bank will be used for this account, and the bank will send canceled checks to the Employer for reconciliation and storage. TPA agrees to maintain a fidelity bond of \$1 million for protection against fraud or dishonesty by any employee of the TPA.

AUDITS Either party may audit any records related to the Employer’s health care plan.

TERMINATION On or after 12-31-2011, either party may cancel this agreement with 60 days written notice prior to the end of a contract year. Otherwise, the agreement will be extended in 12-month increments with fee adjustments subject to the CPI-U referenced above, or as mutually agreed to by TPA and Employer. Any dispute in this agreement will be subject to binding arbitration under rules of the American Arbitration Association.

Signed for the Employer

Signed for the TPA

Title

Title

Date

Date