PREMERA BLUE CROSS

FUNDING ACCOUNT ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
PREMERA BLUE CROSS
AND

This AGREEMENT (the "Agreement") is made and entered into by and between Premera Blue Cross ("Health Plan") and the Group named above ("Employer").

Employer represents and Health Plan acknowledges that:

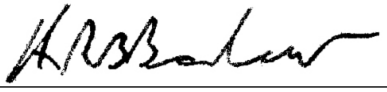
- Whereas, Employer offers its employees health coverage either provided by or administered by Health Plan;
- Whereas, Employer offers to its employees a program of employee benefits (the "Program") that includes the following:
  - a Health Savings Account ("HSA") described in Code § 223
- Whereas, Employer desires Health Plan to perform certain administrative services with respect to the Program as more fully described in this Agreement and the Exhibits, and Health Plan is willing to perform those services.

In consideration of the promises and mutual covenants contained in this Agreement, Employer and Health Plan agree to the terms, conditions, and limitations of this Agreement. The payment of any fees hereunder on or after the Effective Date shown below will also be deemed to constitute written acceptance of the Agreement and the Fees.

Any existing group contract or agreement between the Group and us that is being replaced by this Contract is terminated when this one becomes effective.

GROUP NUMBER

CONTRACT EFFECTIVE DATE



H.R. Brereton Barlow

Chief Executive Officer

Premera Blue Cross

1. Services: Health Plan shall provide those services described in the Exhibit(s) to this Agreement.
   a) Nature of Services:
      i) Administrative Services Only - Employer understands and agrees that Health Plan's sole function under this Agreement is to provide administrative services in accordance with the terms of this Agreement. Under the terms of this Agreement, Health Plan does not render investment advice, is not an "administrator" as defined in § 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and is not a trustee or a fiduciary, as these terms or other analogous terms may be defined under applicable state, local, or federal law, and does not provide consulting, legal, tax or accounting advice with respect to the creation, adoption or operation of the Program or any portion thereof.
      ii) Discontinuance of Services Inconsistent with Role - If, based on changes in the regulations governing the Program or the interpretation of the regulations, there is a reasonable likelihood that any service being, or to be, provided under this Agreement by Health Plan could constitute a discretionary function and thereby subject Health Plan to classification as a "fiduciary" under applicable state, local, or federal law with respect to the Program, and such service could not be restructured in a manner that would not subject Health Plan to classification as a "fiduciary" under applicable state, local, or federal law, then Health Plan, upon reasonable notice to Employer may decline to thereafter provide that service. The failure to provide any such service shall not constitute a breach of Health Plan's obligations under this Agreement.
      iii) Compliance Responsibility - Employer is solely responsible for ensuring that the Program complies with all applicable provisions of the Internal Revenue Code and ERISA and any applicable state and local laws governing the Program.
      iv) Debit Card Substantiation - Employer agrees that, in connection with any account offering that includes a debit card made available to its employees, the following personal or health data may be shared with Health Plan's vendors for purposes of debit card substantiation: Member ID, Prescription Number, Service Start Date, Amount Paid, Partner Routing ID, Provider Name and Sender ID.
   b) Reliance Upon Data: All services provided by Health Plan hereunder shall be based on information supplied by Employer or designee or agent of Employer (as designated by Employer). Employer acknowledges that the timely provision of accurate, consistent and complete Program Data in the format specified by Health Plan is essential to its delivery of services, and Employer is responsible for ensuring such timely and accurate data is delivered to Health Plan in Health Plan's approved format. For these purposes, "Program Data" means all data and records supplied to Health Plan, obtained by Health Plan or produced by Health Plan (based on data or records supplied to, or obtained by, Health Plan) in connection with performing the services pursuant to this Agreement. Program Data includes, but is not limited to, current participant names, addresses, status and contribution amounts.
   c) Data in Electronic Format: Employer agrees that administrative, contribution and recordkeeping data shall be provided by the Employer in an electronic format acceptable to Health Plan and will be updated by the Employer as Health Plan requires for proper processing. If the data is not submitted in an electronic format or if the format of the data requires additional translation, formatting or cleansing, Health Plan reserves the right to approve or refuse such submission and to charge additional data-handling fees as required.
   d) Reliance Upon Persons Designated by Employer: Employer will provide names and other contact information to identify persons authorized by Employer to take actions for, or provide information with respect to, the Program. Until notified of a change, Health Plan may reasonably rely upon this information and may act upon instructions received from and/or on information provided by these named persons. Health Plan has the right to assume that those persons continue to be authorized until notified otherwise.
   e) Customer Service:

      Customer Service Representatives - Customer service representatives will be available at a toll free telephone number to assist Employer and participants.

      Internet Services - Health Plan will provide access to the Health Plan Web site as described in paragraph 1(f) of this Agreement to allow participants and Employer to access certain account information and for participants to file claims.

      Participant Statement of Account - Participants will have access to their accounts through Health Plan's Web site as described in paragraph 1(f) of this Agreement.
   f) Benefit Information Portals:

(i) Participant Portal - Health Plan will provide Program participants with access to Health Plan's portal system. This system will allow online claim filing. Participants will also have online access to the following:

- Real-time history of claim submission and payment processing;
- Account management with transaction history and account balance; and
- Contribution data.

(ii) Employer Portal - Health Plan will provide Employer and Employer's designated administrator with access to Health Plan's employer portal system. The employer portal system provides Employer with the ability to upload contributions data, generate reports, and perform other administrative functions with respect to the Program.

2. Compensation: In consideration for its services provided hereunder, Employer shall pay Health Plan or its designee in accordance with the Fee Schedule provided in Exhibit A. Health Plan may amend the schedule for services not yet rendered upon giving notice in writing under the same conditions specified in paragraph 7(c) of this Agreement. Fees are invoiced and payable monthly. The monthly invoice will include:

   Invoices will be sent on or about the 20th day of each month. Monthly charges are based on participation as of the first day of the month and will not be adjusted for any employees who terminate during the month. All fees are due at the time they are invoiced and Employer agrees to pay all fees due within 20 days after the invoice date ("Grace Period"). As set forth in section 7, late payment may result in termination of the Agreement.

3. Use of Agents or Subcontractors: Health Plan may perform any of the services described in this Agreement through agents and subcontractors selected by Health Plan. Health Plan shall reasonably supervise any such agent or subcontractor, and the retention of agents or subcontractors shall not relieve Health Plan of its duties hereunder.

4. Health Plan not Legal Counsel: Employer understands and agrees that it shall review with its legal and/or tax counsel all documents provided to it by Health Plan and that Employer should consult such counsel on any questions concerning Employer's responsibilities under this Agreement, the Program documents, and the legal sufficiency of any documents provided by Health Plan. Employer understands that neither Health Plan nor any of Health Plan's affiliates, agents, or subcontractors are permitted to provide Employer with legal or tax advice. Employer acknowledges that it will not rely on any information provided as if it were legal or tax advice.

5. Notice of Errors: All information supplied to Employer or participant will be deemed correct if notice of transactional errors is not given to Health Plan by the participant or Employer within 90 days of issuance of any payment, confirmation, or other information. If Health Plan receives timely notice, Health Plan will use reasonable efforts to correct transactional errors. Health Plan will not be liable for damages of any kind resulting from such errors.

6. Indemnification:

   a) Indemnification of Health Plan: Employer shall hold harmless and indemnify Health Plan and its employees, directors, officers, agents, and subcontractors (collectively, "Health Plan Indemnitees") from and against any loss, damage, liability, claims, costs and expenses, including reasonable attorneys' fees, to which the Health Plan Indemnitees may become subject, which result from:

      i) Any misrepresentation or nonfulfillment of any terms of this Agreement by Employer, a participant, or any other individual including, but not limited to, liabilities resulting from the provision of inaccurate, untimely, or incomplete information to Health Plan or the failure to provide Health Plan with clear instructions as to distributions;

      ii) Any failure of the Employer to provide timely and accurate Program Data;

      iii) Any failure by Employer, a participant, or any other individual to comply with the terms of the Program;

      iv) Any violation by Employer, a participant, or any other individual of the requirements of applicable state, local and/or federal laws;

      v) The making by Health Plan of any payment based upon instructions that Health Plan reasonably believes to be authorized; and

      vi) Any action, conduct, or activity taken by Health Plan, or any inaction by Health Plan, at the direction of Employer, provided that Health Plan reasonably believes the direction to be valid and is not negligent in the execution of such directions.

b) Indemnification of Employer: Health Plan shall hold harmless and indemnify Employer and its employees, officers, and directors from and against any loss, damage, liability, claims, costs and expenses, including reasonable attorneys' fees, to which Employer may become subject, which are caused directly by the gross negligence or willful misconduct by Health Plan. The liability of Health Plan (and its affiliates, agents and subcontractors) hereunder, regardless of the theory or form of action, shall not exceed the aggregate of the total amount of fees paid by Employer hereunder.

c) General Conditions of Indemnification: As a condition to receiving indemnification, the party seeking indemnification shall:

i) Give written notice to the indemnifying party of any indemnified claim, demand or action within 15 days after it has knowledge thereof;

ii) Permit the indemnifying party at its option to assume control of the defense of such claim, demand or action;

iii) Give full cooperation in the investigation and defense on request;

iv) Use its best efforts to mitigate the damages; and

v) Not compromise or settle such claim, demand or action without the indemnifying party's written consent.

7. Duration; Termination; Successor Recordkeeper:

a) Effective Date: The Effective Date shall be as defined on the Face page of this Agreement.

b) Duration: This Agreement will automatically terminate one (1) year from the Effective Date, unless terminated earlier by the parties.

c) Termination for Cause: Health Plan may terminate this Agreement and discontinue services immediately upon notice to Employer if:

i) Employer fails to transfer funds for the Program on the terms set forth in the Exhibits and the metallic health plan signed application. Federal law requires us to take into account any contribution the Employer makes to a covered employee's Health Savings Account when calculating the actuarial value of the metallic health plan. To meet the actuarial value for the metallic health plan, the Employer has agreed to make the mandatory contribution amount as stated in the metallic health plan application for each covered employee. If the Employer fails to pay the mandatory contribution amount to the Health Savings Account, then the metallic health plan will also be terminated.

ii) Employer fails to pay any invoice prior to the expiration of the Grace Period; or

iii) Employer's agreement with Health Plan to provide or administer the health coverage is terminated or discontinued for any reason.

iv) Employer offers participants any other employer-sponsored funding account in conjunction with the Program or health plans being administered by Health Plan without prior written agreement between the parties as provided for in section 12(b) of this Agreement.

Employer may terminate this Agreement upon thirty (30) days notice in the event that Employer's agreement with Health Plan to provide or administer health coverage is materially changed and services under this Agreement are no longer required.

d) Run-out Period: If the Agreement is terminated, Health Plan will, for the 90-day period immediately following the date of termination ("Run-Out Period"), continue to administer claims for expenses incurred prior to the date of termination in the manner described in this Agreement. Administrative fees during the Run-Out Period shall be as indicated on Exhibit A. Upon expiration of the Run-Out Period, all obligations of Health Plan to administer claims or perform any other services under this Agreement shall cease.

e) Successor Recordkeeper: Upon termination, the parties agree that Health Plan shall have no further duty or responsibility to Employer under this Agreement except as provided by the Run-out Period described in paragraph 7(d) of this Agreement. However, Health Plan will use reasonable efforts to transfer all relevant non-proprietary information concerning the Program that Health Plan deems necessary for future operations, in Health Plan's standard format, to Employer or to a successor service provider. Any unforeseeable costs or expenses incurred by Health Plan in effecting this transfer shall be paid by Employer unless waived in writing by Health Plan. Employer agrees that Health Plan may charge reasonable fees for the provision of requested records or reports that Health Plan previously provided.

f) Survival of Indemnification: Employer acknowledges and agrees that the indemnification provisions of paragraph 6 of this Agreement shall survive the termination of this Agreement.

8. Notices: Any notice or other communication required under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission or sent by certified, registered or express mail, postage

prepaid. Any such notice shall be deemed given when delivered personally, or, if sent by facsimile transmission, upon the date stated on the written confirmation received by the sender or, if mailed, three (3) days after the date of deposit in the U.S. mail, to the address shown on the Face Page of this Agreement, or such other address that is provided by one Party to the other.

9. Entire Agreement; Amendment: This Agreement, including the Exhibits hereto, which are specifically incorporated herein by reference contains the entire Agreement between the parties hereto with respect to the subject matter hereof, and there are no other agreements written or oral, relating to the subject matter hereof other than those explicitly set forth herein or attached hereto. This Agreement may be amended at any time, but only when agreed to in writing by the parties.
10. Construction: In the event of a dispute regarding the meaning of any of the terms of this Agreement, the terms shall be given a reasonable construction and shall not be construed against either party on the basis of such party's participation in the preparation of the Agreement.
11. Binding Effect; No Assignment: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. Neither this Agreement, nor any right hereunder, may be assigned by any party without the written consent of the other parties hereto. Notwithstanding the foregoing, this Agreement may be assigned by Health Plan to a successor entity without prior written consent of Employer.
12. Representations and Warranties:
    a) Health Plan makes no statutory, express, or implied representations or warranties of any kind with respect to the services or Health Plan's performance of services under the Agreement, including, without limitation, those of merchantability and fitness for a particular purpose, which, without limiting the foregoing, are disclaimed by Health Plan. No descriptions or specifications, whether or not incorporated into the Agreement, no provision of marketing or sales materials, and no statement made by any sales representative in connection with the services shall constitute representations or warranties of any kind.
    b) Employer warrants that it will not use any other employer-sponsored funding account in conjunction with the Program or health plans being administered by Health Plan unless otherwise agreed to in advance by the parties in writing.
13. Headings: The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.
14. Severability: If any word, phrase, sentence, paragraph, provision or section of this Agreement shall be held, declared, pronounced or rendered invalid, void, unenforceable or inoperative for any reason by any court of competent jurisdiction, governmental authority, statute or otherwise, such holding, declaration, pronouncement or rendering shall not adversely affect any other word, phrase, sentence, paragraph, provision or section of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.
15. Governing Law: This Agreement shall be performed, construed and interpreted in accordance with the laws of the state where the Health Plan's headquarters is located, without regard to conflict of laws principles. The forum for any legal disputes shall be limited to courts within the State of Washington, and Employer consents to the personal jurisdiction therein.
16. Third Party Beneficiaries: The provisions of this Agreement are solely for the benefit of the parties hereto and their affiliates and are not intended to confer upon any person except the parties hereto any rights or remedies of any kind.
17. Unforeseen Circumstances: Health Plan shall not be liable for any default or delay in the performance of its services under this Agreement if and to the extent such default or delay is primarily caused, directly or indirectly, by:
    a) Fire, flood, elements of nature or other acts of God;
    b) Any outbreak or escalation of hostilities, terrorist actions, war, riots or civil disorders in any country;
    c) Any act or omission of the other party or any governmental authority; or
    d) Nonperformance of a third party or any similar cause beyond the reasonable control of Health Plan, including without limitation, failures or fluctuations in telecommunications or other equipment.

    In any such event, Health Plan shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and Health Plan continues to use reasonable efforts to recommence performance or observance as soon as practicable.
18. Writing and Signature; Electronic Transactions: Unless otherwise explicitly required by law,

a) Any requirement for a writing under this Agreement may be rendered in any form that can reliably reproduce an accurate physical record of the communication and authenticate the source, including but not limited to facsimile transmission, electronic mail, or Internet transmission.

b) Any requirement of a signature under this Agreement may be rendered in any form clearly indicated by the signatory to be a signature or which complies with instructions directly given to the signatory as to the proper form of indicating a signature in an electronic or voice response environment. Appropriate forms include, but are not limited to, personal identification numbers rendered over the Internet, and facsimile transmissions.

c) Notwithstanding a) or b), above, the recipient of any writing or signature under this Agreement may require the confirmation of any writing or signature in physical form (such as hand or typewritten or the equivalent) with a manual signature.

d) Employer represents that the Program document(s) will allow for transactions to be made by electronic means. Under the Program document(s) and this Agreement together, notices, consents and other actions by or on behalf of, or with respect to, the Program, its participants and their respective beneficiaries ("Program Transactions") may be effected, in whole or in part, by electronic means. Any Program Transactions relating to services provided under this Agreement may be initiated or effected by Employer, the Program, a participant or a beneficiary by use of Health Plan-authorized electronic means, Internet access system (including Health Plan web site) or telephone service line. Use of electronic means for Program Transactions is subject to the terms and conditions established by Health Plan and disclosed to Employer and participants, and electronic transactions shall be binding on the parties if Health Plan, acting in good faith, believes that such transactions are authorized by Employer, a participant, or beneficiary, as applicable.

19. Taxes, Fees and Assessments: The Employer will pay any and all taxes, licenses, and fees, if any, levied by any local, state, or federal authority in connection with the Program.

20. Acceptance. Signature below will constitute acceptance of this Agreement. The payment of any fees hereunder on or after the Effective Date shown below will also be deemed to constitute written acceptance of the Agreement and the Fees.

EXHIBIT A
Fee Schedule

Monthly admin fee per additional/incremental account for participants actively enrolled in more than one account in a month (PPPM)	$2.00
Run Out Fees Applicable for any account(s) administered by Health Plan during the Run Out period. (Billed lump sum at the beginning of the Run Out period based on active participants as of the beginning of the Run Out period.)	150% of the applicable PPPM fee
Sample plan document templates (if requested)	Included
Plan document amendments/modifications (if requested)	$200 per hour
Healthcare debit card services (if offered)	Included
Trust services (HSA only)	Included
Custom file/interface programming (if requested)	$200 per hour
Charge to Participant for each additional/replacement debit card (initial card included)	No charge
Charge to Employer for each returned check/Automated Clearinghouse (ACH)	$25.00 per occurrence
Charge to Participant for each Merchant Dispute resolution fees, passed through at Health Plan's cost	As incurred

EXHIBIT B

Administration and Recordkeeping Services for Health Savings Account

If Employer has elected to offer an HSA to Employer's employees, then the terms of this Exhibit shall apply to the administrative services that Health Plan provides in connection with the HSA.

1. Employer agrees:
   a) The HSA is funded by a related trust, which is intended to satisfy the requirements of Code § 223 and for which UMB Bank, n.a serves as trustee ("Trustee").
   b) Health Plan is not a financial institution and does not hold the HSA.
   c) Health Plan does not act as a trustee for the HSA.
   d) Employer will offer the HSA to its employees and operate the HSA in such a manner that it will not constitute an "employee welfare benefit plan" within the meaning of ERISA § 3(1) or an "employee pension benefit plan" within the meaning of ERISA § 3(2), and acknowledges that any services provided by Health Plan with respect to the HSA need not comply with ERISA requirements.
   e) Upon mutual agreement of the parties, a new trustee may be substituted for the existing Trustee. Such substitution shall not alter the obligations of the Health Plan or Employer under this Agreement.
2. Health Plan will provide the following administrative services related to the HSA:
   a) Enrollment and Communications: Employer's employees may elect to enroll in an HSA under the terms set forth in the HSA enrollment form and agreements. Health Plan will provide, to Employer's employees, a standard enrollment kit with standard forms and notices necessary for the employees to establish and maintain an HSA account. The enrollment kit will include the HSA enrollment form, agreement, and terms and conditions, all in electronic format, necessary to implement the administration with the Trustee.
   b) HSA Administration and Recordkeeping:
      i. Participant Accounts with the Trustee - Each employee participating in the HSA must establish his or her own HSA account with the Trustee. The Trustee will establish and maintain a participant HSA account for each employee for whom it receives complete enrollment information. Health Plan is not responsible for determining if employees are eligible for HSA Accounts, but relies on data provided by Employer.
      ii. Participant Files - Health Plan maintains physical or electronic files for all participants for whom HSA accounts have been established. These files include enrollment forms and all other written correspondence and documents concerning each participant's account, and if applicable, records of any such actions conducted through the Internet or electronic means.
      iii. Transfer of HSA funds - Employer agrees to establish a payroll deduction for the HSA, if applicable. After each contribution cycle is processed, Health Plan will notify Employer of the cumulative HSA funds processed for that cycle. Employer will allow Health Plan to initiate transfer via Automated Clearing House (ACH) Electronic Funds Transfer (EFT) from Employer's designated bank account the cumulative HSA funds processed for that cycle. Health Plan will remit the funds to the Trustee for deposit into each employee's HSA.
      iv. Reports - Health Plan will provide Employer with the ability to produce program-level reports utilizing the information maintained on its recordkeeping system. Standard reports will summarize all transactions that occurred for each participant and report new enrollees.
   c) HSA Documents: All HSA account documents, including but not limited to, records of all deposits and withdrawals and other account statements will be provided by the Trustee to Employer's employees in accordance with Trustee's standard policies and procedures and applicable law. Health Plan does not maintain, and shall not be responsible for maintaining or providing, such HSA documentation.
   d) Health Plan VISA® Payment Card: The Trustee will issue to each employee with an HSA account a VISA® payment card integrated with the employee's HSA account. The payment card will allow the HSA account balance to automatically transfer to the payment card. The payment card can be used at any eligible healthcare merchant provided the merchant has properly configured the VISA® merchant code to identify itself correctly. The use of the payment card is subject to the terms and conditions described in the employee's VISA® cardholder agreement with Trustee, which will be provided with the payment card.
   e) Claims Processing:

i. Payment of Claims - Health Plan will process claims within five (5) business days of the date Health Plan receives a claim request from a participant. Checks, if applicable, will be issued within two (2) scheduled weekly check payment cycles, upon receipt of claims in good order. Claims are in "good order" when the reimbursement request contains all pertinent information, including information required to substantiate the claim.

   Health Plan will not reimburse a participant's claim unless the participant has sufficient funds in his/her Plan account(s) at the time the claim is submitted. If the participant does not have sufficient funds in his/her Plan account(s) at the time the claim is submitted, the reimbursement request will be held by Health Plan and processed in accordance with the time frame described in paragraph above starting with the date that such funds are available.

ii. Reports - Health Plan will provide Employer with the ability to produce Plan-level reports utilizing the information maintained on its recordkeeping system. Standard reports will summarize all transactions that occurred for each participant and report new enrollees within the specified time period.