

**ADDENDUM TO AGREEMENT FOR
PARTICIPATION IN TLC ADVANTAGE NETWORK**

THIS ADDENDUM is made and entered into as of this 1st day of January, 2001, among TLC ADVANTAGE, L.L.C. ("TLC"), FIRST AMERICAN ADMINISTRATORS, INC. ("FAA"), and the Plan Sponsor indicated below.

RECITALS

TLC, FAA, and Plan Sponsor are parties to an Agreement for Participation in TLC Advantage Network dated January 1, 1995 as the same may have been amended or modified from time to time (the "TLC Participation Agreement") concerning Plan Sponsor's participation in the Network (as that term is defined in the TLC Participation Agreement). The parties desire to enter into this Addendum to the TLC Participation Agreement for the purpose of modifying the compensation payable under the TLC Participation Agreement to TLC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties agree as follows:

1. Compensation Payable to TLC. Effective as of January 1, 2001, the compensation payable by Plan Sponsor to TLC shall be an amount calculated as follows: For any month for which compensation is due from Plan Sponsor to TLC, the lowest of (i) One Dollar and Seventy-Five Cents (\$1.75) per participating employee plus fifteen percent (15%) of the negotiated discounts from Network Providers; (ii) twenty-four percent (24%) of the negotiated discounts from Network Providers; or (iii) a fixed per employee per month fee of Three Dollars (\$3.00) and no percentage of negotiated discounts. Plan Sponsor shall also pay all applicable sales and use tax, if any, which TLC may be required to pay or collect in connection with such compensation. Plan Sponsor shall provide TLC and FAA with such information as may be necessary to calculate the compensation due to TLC. TLC may estimate a monthly amount due from Plan Sponsor to TLC, with a reconciliation to be made between the parties as calculated by TLC at the plan yearend, calendar yearend, or such other period as reasonably determined by TLC.

2. Adjustment to Compensation Payable to TLC. From time to time hereafter TLC may, upon not less than sixty (60) days prior written notice to FAA and Plan Sponsor, adjust the compensation due from Plan Sponsor to TLC. In such event, Plan Sponsor may elect to terminate the TLC Participation Agreement by providing written notice of termination to TLC not later than thirty (30) days prior to the effective date of the modification in the compensation; otherwise, Plan Sponsor and FAA shall be deemed to have agreed to any such modification in the compensation due to TLC.

3. Special Provision Concerning Compensation for Beech Street Network. In addition to any other compensation due hereunder from Plan Sponsor to TLC, to the extent that Plan Sponsor participates in, or uses the services of providers in, the network offered by Beech Street

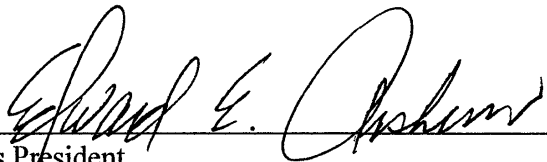
Corporation, Plan Sponsor shall pay to TLC compensation equal to thirty percent (30%) of the negotiated discounts from Network Providers in the Beech Street network plus applicable sales tax. Co-pay or deductible steorage is recommended in the plan design for participation in the Beech Street network, however, it is not mandatory. The potential impact of not having steorage in your plan is that some Beech discounts may be disallowed thus resulting in additional provider payments due by plan.

Plan Sponsor also agrees to have appropriate Beech/TLC logos displayed on employee health identification cards.

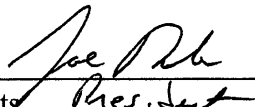
3. Effect on Original Agreement. Except as expressly modified herein, the TLC Participation Agreement shall remain in full force and effect in accordance with its prior terms and conditions.

IN WITNESS WHEREOF, the parties have entered into this Addendum on the date set forth above.

TLC ADVANTAGE, L.L.C.

By: 
Its President


FIRST AMERICAN ADMINISTRATORS, INC.

By: 
Its Pres. [unclear]

Plan Sponsor: City of Rapid City

By: _____
Its _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

 11/13/00
Attorney Date