

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
DECEMBER 8, 2009 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Employee Benefits Renewal Contracts and Medical Plan Amendments for FY2010	✓ Resolution Ordinance Motion Discussion Only	Wesley Morgan, SPHR Director of Human Resources

SYNOPSIS

Resolutions have been prepared to authorize approval of the following employee benefits renewal contracts and plan amendments for 2010:

- *Federal Insurance/CHUBB* - Stop Loss Coverage for medical claims exceeding \$125,000, in the amount of \$375,289
- *Creative Care Management* - Employee Assistance Program in the amount of \$14,400
- *Delta Dental Plan of Illinois*- Dental Program Claim Administration in the amount of \$18,000
- *TruAssure Insurance Company* - Vision Program Claim Administration in the amount of \$43,300
- *Professional Benefit Administrators* – Medical Claim Administration, America’s VEBA Solution/Genesis Employee Benefits, Voluntary Employee Benefits Administration; Benescript Inc. (formerly DrugCard, Inc.) and prescription drug services in the combined amount of \$141,000
- *Advocate Health Partners* (Good Samaritan Hospital) – Discounts on medical services at no cost to the Village
- Plan Amendments for the Village of Downers Grove Group Health Plans outlining 2009-2010 Legislative Changes and Benefit Modifications

STRATEGIC PLAN ALIGNMENT

The 2009 Strategic Plan identified an *Exceptional Municipal Organization*. A supporting objective of this statement is to provide *Financially Sound and Sustainable Village Government*.

FISCAL IMPACT

The adopted FY10 budget contains \$593,900 in the Health Insurance Fund for employee benefit renewal contracts. The total 2010 cost for the proposed employee benefit contracts is \$591,989. The Village anticipates additional savings as a result of the contract extension with Advocate Health Partners (Good Samaritan Hospital). This contract produced a 13% savings to the plan in 2009 and it is anticipated that there will be continued savings in 2010. The fiscal impact of the 2010 employee benefit renewal items is summarized in the table below:

Provider	Services Provided	Annual Premium
Federal Insurance/CHUBB	Stop Loss Coverage for Claims Exceeding \$125,000	\$ 375,289
Creative Care Management	Employee Assistance Program	\$ 14,400
Delta Dental Plan of Illinois	Dental Program Claim Administration	\$ 18,000
TruAssure Insurance Company	Vision Program Claim Administration	\$ 43,300
PBA, VEBA, Benescript	Claim Administration	\$ 141,000
TOTAL FOR EMPLOYEE BENEFIT CONTRACTS:		\$ 591,989
TOTAL FY10 BUDGET FOR EMPLOYEE BENEFIT CONTRACTS:		\$ 593,900
TOTAL SAVINGS FOR EMPLOYEE BENEFIT CONTRACTS:		\$ 1,911

RECOMMENDATION

Approval on the December 15, 2009 consent agenda.

BACKGROUND

A detailed summary of the 2010 employee benefits contracts is provided below:

- *Stop Loss Coverage* - As a partially self-funded health plan, the Village purchases specific stop loss coverage to limit its financial exposure. Specific stop loss coverage provides insurance for catastrophic medical claims of participants in the Village's group health care plan, which is open to eligible employees and retirees. Specific stop loss insurance also provides a point at which time the insurance company becomes responsible for any claims after an individual insured reaches the pre-determined limit in the contract year.

As part of the annual bidding process, staff directs the Village's consultant, GCG Financial, to recommend to the Village the most appropriate attachment point for the Village's group. The consultant reviews specific claim data on the Village's group and determines if it is cost effective for the Village to take on additional claim exposure. The consultant determined that it would not be beneficial for the Village of Downers Grove to move from the current \$125,000 stop loss level. Also, for the 2010 plan year, the consultant recommended that the Village contract with Federal Insurance/CHUBB, the low responsible stop loss provider bidder. Federal Insurance's proposed contract has an annual premium of \$375,289.

- *Employee Assistance Program* – An Employee Assistance Program (EAP) is a confidential service which provides assistance to employees and/or family members who might be experiencing personal challenges. The Village of Downers Grove has provided this benefit to Village employees since 1990, utilizing the services of Creative Care Management (CCM). CCM is proposing a three year contract with no increase in their fee. Total annual costs for 2010 are anticipated to be at \$14,400.

Based on the high level of utilization and their strength in the area of medical case management, it is recommended that the Village renew its contract with Creative Care with no increase in fees guaranteed through December 31, 2012.

- *Dental* – The Village provides employees a dental program administered by Delta Dental Plan of Illinois. Under this program, employees utilize PPO network providers where services are received at discounted rates and benefits are primarily paid in full. Employees also have the flexibility of going out-of-network; however, they would receive coverage that is less comprehensive. Delta Dental will be providing enhanced benefits effective January 1, 2010 to include coverage for posterior composites and dental implants. Fees for administration of the Delta Dental program will not increase this year. The total annual cost is estimated at \$18,000.
- *Vision* - The Village contracted with TruAssure Insurance Company (a subsidiary of Delta Dental Plan of Illinois) in January of 2009, moving from a self-funded vision program to TruAssure's fully insured product. Employees use providers within TruAssure's EyeMed PPO network and by doing so pay a modest co-payment or receive discounted rates on various services. Employees also have the flexibility to go outside of the EyeMed network, but by doing so, receive a less comprehensive benefit. The savings captured through the EyeMed PPO discounts and premiums resulted in a 35% savings in 2009. Premium costs for 2010 are estimated to be \$43,300 reflecting no increase in current premium costs.

- *Claims Administration* - The Village contracts with a third party claim administrator (TPA) to administer the Village's self-funded medical program. The following services are under the umbrella of the TPA contract: pre-certification, medical case management services including a prescription drug program and a VEBA health savings plan, PPO services, and Section 125 flexible benefit claim administration services. The current provider for medical claim administration is Professional Benefit Administrators (PBA), prescription drug services are provided by Benescript Inc. (formerly DrugCard, Inc.) and VEBA administration is provided by America's VEBA Solution/Genesis Employee Benefits. Quotes for these services were obtained this year by the Village's consultant, with recommendation to retain the services of PBA, which was the lowest responsible bidder. Total costs for 2010 are estimated at \$141,000.
- *Discounts on Medical Services* - The Village contracts with Advocate Health Partners to secure discounts on services provided at Good Samaritan Hospital. The Village receives a 45% savings on inpatient charges and 25% savings on outpatient charges through Good Samaritan's facility. These discounts are higher than those received should the Village utilize Good Samaritan services through PHCS, the Village's current PPO provider. To provide incentive to utilize Good Samaritan, Village employees receive 100% coverage (after deductible) on Good Samaritan facility charges. The plan is able to provide this level of coverage as the savings realized through the discounts offset the higher level of coverage. There is no charge to the Village for this agreement. In 2009, the Village's health fund realized an additional 13% savings as a result of this agreement.
- *Plan Amendments for the Village of Downers Grove Group Health Plan* – the Village's health plan is reviewed on a consistent basis to make sure that it is in compliance with applicable law and that costs are being contained effectively. Most recently, this review indicated that under the current benefit structure, Village health insurance costs were anticipated to increase in 2010 by more than 10%. As a result, it was determined that significant modifications to the health plan would be made to become effective January 1, 2010. These modifications will change the current premium structure and deductible levels in an effort to encourage employees to shift from a low-deductible plan to a high deductible or VEBA plan. Premium costs for employees who shift to a higher deductible health plan will reduce potential costs for the Village and also reduce premium costs for themselves. Plan design changes were developed in a manner that provided financial incentives for employees to take greater ownership over their individual and family health care decisions. It is expected that the savings as a result of these modification will be at \$450,000 for 2010. Specific details of these modifications as well as mandatory legislative changes are outlined in the attached plan amendments.

ATTACHMENTS

Federal Insurance Company Contract and Resolution
 Employee Assistance / Managed Behavioral Healthcare Service Agreement
 Delta Dental/TruAssure Renewal Letter and Resolution
 PBA Renewal Letter and Resolution
 Genesis (VEBA) Fee Increase Letter and Resolution
 Benescript Renewal Letter and Resolution
 Letter of Extension - Advocate Health Partners and Resolution
 Plan Amendments #3, #4 and #5 for the Village of Downers Grove Group Health Plan

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND CHUBB GROUP OF INSURANCE COMPANIES**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Employer Stop Loss Application (the “Agreement”), between the Village of Downers Grove (the “Applicant”) and Chubb Group of Insurance Companies (the “Provider”), for stop loss insurance coverage, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk



**BY COMPLETING THIS APPLICATION YOU ARE APPLYING FOR COVERAGE WITH
 FEDERAL INSURANCE COMPANY (THE "COMPANY")**

APPLICATION INSTRUCTIONS:

1. Whenever used in this Application, the term "**Applicant**" shall mean the insured and all subsidiaries.
2. Include all requested underwriting information and attachments. Provide a complete response to all questions and attach additional pages if necessary.

I. GENERAL INFORMATION

1. Name of Applicant: Village of Downers Grove
2. Address of Applicant: 801 Burlington Ave.
 City: Downers Grove State: IL Zip Code: 60515 Telephone: 630-434-5500
3. Web address: www.downers.us
4. Name and Address of Primary Contact: Mary Weisenburn
 City: Downers Grove State: IL Zip Code: 60515 Telephone: 630-434-5538
5. Other Location(s): Yes No
 If Yes, please give name and complete address of any/all including number of employees at each location.

6. Are subsidiary/affiliated/associated companies to be included under this benefit plan? Yes No
 If Yes, please state the legal name, location(s), and number of employees for each (companies under common control through stock ownership, contract or otherwise to be included):

II. SPECIFIC INFORMATION:

1. Enter the full name of your benefit plan(s): (A copy of such executed benefit plan(s), including all amendments, must be attached.)
Village of Downers Grove Group Health Plan
2. Nature of **Applicant's** Primary Business: (SIC Code) 9110
3. Federal Employer's Tax I.D. #: E 9997-4479-05
 Number of Years in Business: _____
 Corporation Partnership Proprietorship Other



**EMPLOYER STOP LOSS
 APPLICATION**

4. Estimated Initial Enrollment:

<u>124</u>	Single/Employee only	<u> </u>	COBRA Beneficiaries
<u> </u>	Employee and Spouse	<u>91</u>	Retired Employees
<u> </u>	Employee and Child(ren)		
<u>242</u>	Family (Employee/Spouse/Children)		

5. Proposed Effective Date: 1/1/10

6. Name and Address of Designated Third Party Administrator:

(Firm) Professional Benefit Administrators
 (S.S.N. or Tax I.D.#) 36-338-4135
 (Address) 900 Jorie Blvd
 (Contact Person & Phone Number) Karen Berg-Raftakis 630-655-3755 Ext 255

III. POLICY PERIOD:

1. Policy Period Requested:
 From 1/1/10 to 1/1/11 both days at 12:01 a.m. at the principal address of the insured.

2. Covered Persons Included:

a. Retired Employees:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b. COBRA Beneficiaries	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
c. Disabled Persons	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

3. Actively At Work Provision

Actively At Work Provision Applies
 Actively At Work Provision Waived (with Company approval and completed employer disclosure statement)

IV. REQUESTED COVERAGE:

A. Specific Stop Loss Insurance Requested:

1. Requested Under the Policy: Yes No

2. Requested Services To Include:

Medical	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Prescription Drug	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Prescription Drug Card	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

3. Requested Services Incurred From: 1/1/09 To: 12/31/10

4. Specific Retention Amount Per Covered Person Per Policy Period: \$125,000.00

5. Insured Percentage: 100 %

6. Paid by the Insured From: 1/1/10 To 12/31/10

7. Claim Reporting Deadline: 2/28/11



8. Maximum Specific Benefit Per Covered Person:

- A. Per Policy Period: **\$1,875,000.00**
 B. Lifetime Maximum Per Covered Person: **\$ 1,875,000.00**

9. Specific Monthly Premium Rates: **\$ 34.96** Per Single/Employee Only Covered Unit
 \$ _____ Per Employee and Spouse Covered Unit
 \$ _____ Per Employee and Child(ren) Covered Unit
\$ 92.11 Per Family (Employee/Spouse/Children) Covered Unit

B. Aggregate Stop Loss Insurance Requested:

1. Requested Under the Policy: Yes No

2. Requested Services to Include:

- | | | | |
|---------|--|------------------------------|--|
| Medical | <input type="checkbox"/> Yes <input type="checkbox"/> No | STD/Weekly Disability Income | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Dental | <input type="checkbox"/> Yes <input type="checkbox"/> No | Prescription Drug | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vision | <input type="checkbox"/> Yes <input type="checkbox"/> No | Prescription Drug Card | <input type="checkbox"/> Yes <input type="checkbox"/> No |

3. Requested Services Incurred From: _____ To: _____

4. Run-in Limit (if applicable):

- A. Covered services Incurred from: _____ To: _____
 B. Not to exceed: \$ _____

5. Minimum Aggregate Retention Per Policy Period: \$ _____

6. Monthly Aggregate Factors: \$ _____ Per Single/Employee Only Covered Unit
 \$ _____ Per Employee and Spouse Covered Unit
 \$ _____ Per Employee and Child(ren) Covered Unit
 \$ _____ Per Family (Employee/Spouse/Children) Covered Unit

7. Insured Percentage: _____%

8. Paid by the Insured From: _____ To: _____

9. Claim Reporting Deadline: _____

10. Maximum Aggregate Benefit Per Policy Period: \$ _____

11. Aggregate Monthly Premium Rates:

- \$ _____ Per Single/Employee Only Covered Unit
 \$ _____ Per Employee and Spouse Covered Unit
 \$ _____ Per Employee and Child(ren) Covered Unit
 \$ _____ Per Family (Employee/Spouse/Children) Covered Unit

C. Additional Options Requested:

1. Monthly Aggregate Cap Option Requested: Yes No
 2. Terminal Liability Option Requested: Yes No



3. Specific Advance Option Requested: Yes No

4. \$ _____ Terminal Liability Risk Premium Per Employee

5. Terminal Liability Attachment Factors:

\$ _____ Per Single/Employee Only Covered Unit

\$ _____ Per Employee and Spouse Covered Unit

\$ _____ Per Employee and Child(ren) Covered Unit

\$ _____ Per Family (Employee/Spouse/Children) Covered Unit

D. Representation: Prior Knowledge of Facts/Circumstances/Situations:

No person or entity proposed for coverage is aware of any fact, circumstance, or situation which he or she has reason to suppose might give rise to any claim that would fall within the scope of the proposed coverage, except: NONE _____ or _____

Without prejudice to any other rights and remedies of the Company, the **Applicant** understands and agrees that if any such fact, circumstance, or situation exists, whether or not disclosed above, any claim or action arising from such fact, circumstance, or situation is excluded from the proposed coverage if a policy is issued by the Company.

V. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

VI. NOTICES:

Receipt of any money in connection with this Application shall not constitute an acceptance of liability. In the event the Company disapproves this Application, its sole obligation shall be to refund such sum to the **Applicant**.

The Applicant's submission of this Application does not obligate the Company to issue a policy. The **Applicant** will be advised if the Application for coverage is accepted. The **Applicant** authorizes the Company to make any inquiry in connection with this Application.

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

Notice to Colorado Applicants: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory agencies.



Chubb Group of Insurance Companies
 15 Mountain View Road
 Warren, New Jersey 07059

EMPLOYER STOP LOSS APPLICATION

REQUIRED ARKANSAS NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

PRODUCED BY (<i>Insurance Agent</i>)	INSURANCE AGENCY
INSURANCE AGENCY TAXPAYER ID OR SOCIAL SECURITY NO.	AGENT LICENSE NO.
ADDRESS (<i>No., Street, City, State, and ZIP Code</i>)	
EMAIL ADDRESS	

SUBMITTED BY (<i>Insurance Agency</i>)	INSURANCE AGENCY TAXPAER ID OR SOCIAL SECURITY NO.	AGENT LICENSE NO.
ADDRESS (<i>No., Street, City, State, and ZIP Code</i>)		



Notice to District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to Maine, Tennessee and Virginia Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Notice to Florida and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of a felony (in Oklahoma) of the third degree (in Florida).

Notice to Kentucky Applicants: Any person who, knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act which is a crime.

Notice to New Jersey Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

Notice to Pennsylvania and New York Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation (in New York) or criminal and civil penalties (in Pennsylvania).


Notice to Washington Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

VII. DECLARATION AND SIGNATURE:

For the purposes of this Application, the undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Application and any attachments or information submitted with this Application, are true and complete. The undersigned agree that this Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Application, its attachments, and such other information submitted therewith in issuing the proposed coverage.

The information requested in this Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a claim or potential claim.

This Application must be signed by the chief executive officer and chief financial officer of the Insured acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

Date	Signature	Title
<u>11/17/09</u>	<u></u>	<u>Chief Executive Officer *</u>
<u>11/17/09</u>	<u></u>	<u>Chief Financial Officer *</u>

* Signatures of Chief Executive Officer and Chief Financial Officer are contingent on Village Council approval.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT AND ADDENDUM AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE
AND CREATIVE CARE MANAGEMENT, LTD.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement") and Addendum Agreement ("Addendum"), between the Village of Downers Grove ("Downers Grove" or "Customer") and Creative Care Management, Ltd. ("CCM"), for an employee assistance/managed behavioral healthcare service program, as set forth in the form of the Agreement and Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement and the Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement and the Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk



Creative Care Management

**EMPLOYEE ASSISTANCE/MANAGED BEHAVIORAL
HEALTHCARE SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of January, 2010, by and between CREATIVE CARE MANAGEMENT, LTD. hereinafter referred to as "CCM", and the VILLAGE OF DOWNERS GROVE hereinafter referred to as "DOWNERS GROVE."

CCM hereby agrees to provide Employee Assistance Program, hereinafter referred to as "EAP", to DOWNERS GROVE on the terms and conditions contained in this Agreement. No other terms or conditions, express or implied shall affect this Agreement, except as agreed in writing, signed by the parties hereto.

It is acknowledged and understood by the parties hereto that the EAP to be provided must of necessity be flexible in order to meet the needs of DOWNERS GROVE and the individual employees for whom the EAP is designed and implemented. CCM warrants that its work will conform to the highest professional standard in the field.

CCM has designed the EAP to provide employers with comprehensive programs to control and reduce personnel costs by:

- a) training DOWNERS GROVE'S managerial and supervisory personnel to recognize and identify employees who are need of, and would benefit from, the EAP;
- b) training DOWNERS GROVE's managerial and supervisory personnel in the implementation of such on-the-job programs as will best accomplish the goals of both DOWNERS GROVE and its employee(s);
- c) guiding, counseling and assisting DOWNERS GROVE's employees, whether referred by the DOWNERS GROVE or by voluntary act of such employee(s), to assess problem areas and recommend a course of treatment in order to restore their capability to perform their jobs at an acceptable level of performance;

- d) orienting DOWNERS GROVE's employee population about the EAP and how they can use the service.
- e) providing full-time employees pre-certification/assessments and on-site utilization review by a CCM service team for outpatient mental health and substance abuse services as well as facility based care.
- f) referring full-time employees to PHCS referral network in order to achieve discounted Services to Downers Grove and thereby obtain an overall health savings cost to Downers Grove.
- g) providing in-office clinical assessment and short-term appropriate counseling (1 – 8 sessions) for potential recipients who have requested or been directed to obtain Services.
- h) providing internet-based Enhanced Worklife Services
- g) providing ten(10) hours organizational assistance, including wellness seminars/ customized training
- h) providing twenty-four hour, seven days a week emergency services

The effectiveness of the EAP is directly dependent upon the cooperation of DOWNERS GROVE with CCM in operating the EAP within the dictates of DOWNERS GROVE's personnel needs and goals. Therefore, DOWNERS GROVE agrees to cooperate fully with CCM in the operation and management of the EAP.

The EAP is designed to provide employees and their families with assistance, counseling, and referral to qualified professional diagnostic and treatment facilities for such conditions as alcoholism, drug abuse, and personal problems, including marital, financial, legal, and other problems.

II. MANAGEMENT AND MAINTENANCE OF THE EAP

1. CCM will confer with DOWNERS GROVE to develop policies and procedures relative to the operation of EAP. CCM will advise DOWNERS GROVE on how to publicize the EAP to supervisors, union officials and to all employees and their immediate families.
2. CCM will provide specific assistance to DOWNERS GROVE employees and members of their immediate families who have been referred to EAP or who request such services of their own volition. CCM and DOWNERS GROVE will adopt safeguards to ensure that EAP

counseling is conducted in a manner that will preserve the privacy of DOWNERS GROVE employees and their families. Communications between CCM personnel and DOWNERS GROVE's employees shall remain confidential, except as specifically waived in writing by the individual employee.

3. CCM will counsel and encourage DOWNERS GROVE employees to proceed with a course of assistance by referring the individual to clinical or support organizations and medical professionals.

4. CCM will remain cognizant of DOWNERS GROVE's insurance benefits program in order that it can advise employees as to the possible coverage thereunder of services by such organizations or professionals. CCM will examine the accreditation of the organizations and professionals to which it refers employees so as to ensure, as much as possible, medical expense reimbursement under health or medical insurance policies.

5. CCM will provide such follow-up procedures as are necessary to monitor referred employees' adherence to the agreed course of treatment. CCM will make progress reports to DOWNERS GROVE on employees referred to EAP, but such reports will respect the employees' right to confidentiality, and will be limited to reporting as to whether or not the employee is cooperating with the treatment program.

6. CCM will prepare semi-annual reports on the caseload activities of CCM, but such reports shall not jeopardize the rights of confidentiality of the employees or their families.

7. Services requested by DOWNERS GROVE which are beyond the scope of this Agreement shall be compensated in accordance with Section VII (FEES AND RETAINER) of this Agreement, or as otherwise agreed in writing between the parties.

III. CONFIDENTIALITY OF AGREEMENT AND EMPLOYER COMMUNICATIONS

1. CCM agrees that it will not, without prior written consent of DOWNERS GROVE ,
 - a) reveal any information concerning the terms of this Agreement;

- b) reveal any proprietary information about DOWNERS GROVE , its officers, staff, management, operations, products, services, or customers, or any other confidential information to any person or organization to or for whom such information is not necessary in connection with the performance of this Agreement;
- c) release any publicity or advertising concerning this Agreement, except that DOWNERS GROVE hereby permits and authorizes CCM to list DOWNERS GROVE's name as a representative client in proposals to prospective clients.

2. DOWNERS GROVE acknowledges and understands that the confidentiality, and the expectation of confidentiality, of communications between employee(s) and CCM personnel is essential to the success of the EAP, and therefore agrees that it will not request CCM to reveal information regarding any such communications, and further agrees that it will not request or attempt to compel any such employee to reveal information regarding such communications. Any violation of this paragraph 2 shall not be construed to limit or prevent CCM from reporting as to whether or not the employee is cooperating with the treatment program, as referred to in paragraph II (5) above.

3. Notwithstanding anything in this Section III to the contrary, CCM and DOWNERS GROVE may reveal the contents of this Agreement in the normal course of business to their banks, financial institutions, and insurance companies, without prior notice or approval.

IV. NON-LIABILITY OF CCM

CCM shall not be responsible for, and assumes no liability for, any acts of negligence, incompetence, or professional malfeasance or malpractice, whether by commission or omission, of any organization, agency, entity, or licensed professional to which or to whom any individual is referred by CCM. CCM hereby warrants that it has investigated the credentials, licenses, and qualifications of such organizations and professionals, and finds them to be satisfactory.

CCM agrees to maintain at its own expense Professional Liability Insurance coverage in the amount of \$2,000,000 and General Liability Insurance in the amount of \$2,000,000 during the term of this agreement with insurers and under forms of policies satisfactory to DOWNERS GROVE. CCM further agrees to maintain at its own expense Workers Compensation Insurance in statutory amounts. The certificate shall provide that any insurance company issuing a policy for the work under this agreement shall provide not less than 15 days advance notice in writing

to DOWNERS GROVE prior to cancellation, termination, or material change of any policy of insurance.

CCM agrees to indemnify and hold DOWNERS GROVE harmless for all claims for damages arising out of the performance of this agreement due to the negligence of CCM, its officers, agents, employees or independent contractors. The Indemnification shall include attorney's fees and costs of litigation.

V. GOVERNING LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

VI. FEES AND RETAINER

In consideration of the performance of the services described herein in accordance with the conditions, terms, and provisions contained in this Agreement, DOWNERS GROVE agrees to pay CCM a fee of \$3.43 per employee per month for full-time and part-time employees for the entire term of this Agreement. This fee will be payable in semi-annual installments, the first installment due no later than 30 days from the effective date. Two weeks prior to due date of each installment, DOWNERS GROVE will provide an accurate count of eligible employees on the payroll for the purpose of calculating the retainer for the subsequent period of the contract.

Services requested by DOWNERS GROVE which are beyond the scope of this Agreement shall be compensated at the rate of two hundred fifty dollars (\$250.00) per hour.

Fees due to referral agencies, organizations, or professionals are the responsibility of the referred employee, and CCM assumes no liability therefore.

Counseling services rendered to ineligible employees (e.g. temporary and/or summer employment), and/or counseling services rendered beyond those specified in this Agreement at the request of DOWNERS GROVE will be charged at the rate of One Hundred dollars (\$100.00) per hour.

VII. TERM

The term of this Agreement shall be three (3) years commencing 1/01/10 and ending on 12/31/12 unless terminated by either party upon not less than 90 days prior written notice of the other party.

VIII. BRIBERY CERTIFICATION

CCM certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has it made an admission of guilt of such conduct which is a matter of record.

IX. INDEPENDENT CONTRACTOR

All services provided by CCM pursuant to this Agreement shall be performed by CCM as an independent contractor, and neither CCM nor the DOWNERS GROVE shall be considered as an agent of the other for any purpose.

CREATIVE CARE MANAGEMENT, LTD

VILLAGE OF DOWNERS GROVE

By: 
Michael J. Davis

By: _____

President
Title

Title

Date: 11/18/09

Date: _____

FEIN: 36-3179257

**ADDENDUM A TO EMPLOYEE ASSISTANCE/MANAGED BEHAVIORAL
HEALTHCARE SERVICE AGREEMENT**

The following terms and conditions shall apply to the Agreement dated _____ by and between Creative Care Management, Ltd. ("CCM") and the Village of Downers Grove ("CUSTOMER"):

1. VILLAGE ORDINANCES

1.1 CCM will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

2. USE OF VILLAGE'S NAME

2.1 CCM is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

3.1 To the fullest extent permitted by law, CCM shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of CCM, its employees, or its subcontractors, and CCM, its employees, or its subcontractors, and CCM shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, CCM shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring CCM to indemnify the Village for its own negligence. CCM shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of CCM, its employees, or its Subcontractors.

4. NONDISCRIMINATION

4.1 CCM shall, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) By submission of this proposal, CCM certifies that it is an "equal opportunity employer" as defined by Section 900(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11247 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 7.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

4.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. CCM shall comply with standards set forth in Title VII of the Civil Rights Act of 1974, 42 U.S.C. Secs. 900 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

5. SEXUAL HARASSMENT POLICY

5.1 CCM, as a party to a public contract, shall have a written sexual harassment policy that:

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes CCM's internal complaint process including penalties;
- 5.1.5 Describes the legal recourse, investigative and complaint process available to CCM's employees; and
- 5.1.7 Describes the protection against retaliation afforded to CCM's employees.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 In the event of CCM's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), CCM may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, CCM agrees as follows:

- 6.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 6.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 6.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without

discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

- 6.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CCM's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the CCM in its efforts to comply with such Act and Rules and Regulations, the CCM will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 6.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, CCM will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the CCM will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

CCM, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 7.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or CCM's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug

statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 7.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or CCM's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 7.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 7.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

CCM represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CCM further represents and warrants to the Village that CCM and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CCM hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

9. INSURANCE REQUIREMENTS

9.1 Prior to starting the work, CCM and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by CCM or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"

9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

9.5 Comprehensive General Liability, Employers Liability and Commercial Automobile

Village of Downers Grove

Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

- 9.7 CCM and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any CCM or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 9.7 CCM and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the CCM or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the CCM or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise CCM or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the CCM or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 9.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, CCM or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. CCM and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall

Village of Downers Grove

maintain the same retroactive date.

- 9.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or CCM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10. CAMPAIGN DISCLOSURE

- 10.1 Any contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 10.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 10.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 10.4 By signing the bid documents, CCM agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

11. SUBLETTING OF CONTRACT

- 11.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve CCM from their obligation or change the terms of the contract.

12 BILLING & PAYMENT PROCEDURES

- 12.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the CCM within 70 days of receipt of a proper bill or invoice. If payment is not issued to the CCM within this 70 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 70 day period, until final payment is made.

Village of Downers Grove

- 12.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify CCM requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 12.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 89 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 12.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL. 60515.

13. RELATIONSHIP BETWEEN CCM AND THE VILLAGE

- 13.1 The relationship between the Village and the CCM is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

14. STANDARD OF CARE

- 14.1. Services performed by CCM under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 14.2 If the CCM fails to meet the foregoing standard, CCM will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by CCM's failure to comply with the above standard and reported to CCM within one (1) year from the completion of CCM's services for the Project.

15. GOVERNING LAW

- 15.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

16. SUCCESSORS AND ASSIGNS

- 16.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The CCM will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub CCMs.

17. WAIVER OF CONTRACT BREACH

17.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

18. AMENDMENT

18.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

19. SEVERABILITY OF INVALID PROVISIONS

19.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

20. NOTICE

20.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

Village of Downers Grove

And to CCM:

As designated below

CCM:	
_____	Date: _____
Company Name	_____
_____	Email Address
Street Address of Company	_____
_____	Contact Name (Print)
City, State, Zip	_____
_____	24-Hour Telephone
Business Phone	_____
_____	Signature of Officer, Partner or Sole Proprietor
Fax	_____
_____	Print Name & Title
ATTEST: If a Corporation	

Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$700 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____ **FAX:** _____

TAX ID #(TIN): _____

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | Corporation |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: _____

DATE: _____

CCM'S CERTIFICATION (page 1 of 3)

With regard to _____, CCM _____ hereby certifies
(Name of Project) (Name of CCM)
the following:

1. CCM is not barred from bidding this contract as a result of violations of Section 79 ILCS 5/33E-3 (Bid Rigging) or 79 ILCS 5/33E-4 (Bid-Rotating);
2. CCM certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. CCM further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that CCM is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. CCM further certifies that if it owes any tax payment(s) to the Department of Revenue, CCM has entered into an agreement with the Department of Revenue.

CCM'S CERTIFICATION

Revenue for the payment of all such taxes that are due, and CCM is in compliance with the agreement.

BY: _____
CCM's Authorized Agent

		-						
--	--	---	--	--	--	--	--	--

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The CCM is a corporation organized and existing under the laws of the State of _____,
which operates under the Legal name of _____,
and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

CCM'S CERTIFICATION

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name _____

Agent _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: _____

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: _____

Address: _____

City: _____ Zip Code: _____

Telephone: () _____ Fax Number: () _____

E-mail Address: _____

Authorized Company Signature: _____

Print Signature Name: _____ Title of Official: _____

Date: _____

Campaign Disclosure Certificate

Any contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, CCM agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare: _____

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Signature

Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN ADDENDUM TO
AN ADMINISTRATIVE SERVICES CONTRACT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND DELTA DENTAL OF ILLINOIS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the Village ("Village of Downers Grove") currently has an Administrative Services Contract with Delta Dental of Illinois ("DDIL"), for the administration of an employee group dental program for the 2010 calendar year.

2. That DDIL has agreed to provide additional services to the program pursuant to the attached Renewal Package ("Renewal").

3. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Renewal, substantially in the form submitted to this meeting, together with such changes as the Manager shall deem necessary.

4. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Renewal.

5. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

6. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



Renewal Package

for

VILLAGE OF DOWNERS GROVE

Presented by:

**Stacy Beitzel
Senior Account Executive
Delta Dental of Illinois
801 Ogden Avenue
Lisle, IL 60532**

**Phone 630-724-4042
Fax 630-724-4242
Email sbeitzel@deltadentalil.com**

This renewal is for January 1, 2010 to December 31, 2011.

Confidentiality Agreement

By accepting this renewal, you agree that all information is confidential and has been provided by Delta Dental of Illinois for your use or that of the specified client only. Therefore, you agree not to disclose any information (except to the specified client, broker, consultant or agent) without the express written permission of Delta Dental of Illinois. It is acknowledged that information to be furnished in this renewal is in all respects confidential in nature, other than information that is available in the public domain through other means. Use or disclosure of information contained in this plan is strictly forbidden without obtaining written consent of Delta Dental of Illinois.

Upon request, this document is to be immediately returned to Delta Dental of Illinois, 801 Ogden Avenue, Lisle, IL 60532.

Delta Dental of Illinois
801 Ogden Avenue
Lisle, IL 60532

**Proposed Renewal
Self Insured**

Delta Dental PPO With Delta Dental Premier "Safety Net"			
	Current Rate	Proposed Rate	Rate Change
Administration Fee	\$3.73	\$3.73	0.0%
Group is in the middle of a 2 year rate guarantee (1/1/09-12/31/10)			
Funding Factors (includes multi-line discount)			
	Current Funding Factors	Recommended Funding Factors	% Change
Single	\$35.24	\$35.45	0.6%
Family	\$108.80	\$109.45	0.6%

Vision			
	Current Rate	Proposed Rate	Rate Change
Single	\$4.37	\$4.37	0.0%
Family	\$12.22	\$12.22	0.0%

Proposed Renewal Action –Alternate Plan 1 Add Posterior Composites and Implants. All other benefits remain the same			
	Current Funding Factors	Recommended Funding Factors	% Change
Single	\$35.24	\$36.34	3.1%
Family	\$108.80	\$112.19	3.1%

Underwriting Assumptions

1. The proposed renewal ASO fees will be in effect from: January 1, 2010 to December 31, 2010.
2. The projection is based on 131 singles and 270 families.

	Current	Alternate 1
Projected Annual Incurred Claims:	\$392,408	\$402,218
Projected Annual Administration Fee:	\$ 17,949	\$ 17,949
Projected Annual Total Cost:	\$410,357	\$420,167

3. All of our standard processing policies, limitations and exclusions apply.
4. During the current experience period of January 1, 2010 to December 31, 2010, VILLAGE OF DOWNERS GROVE averaged 401 enrollees. If enrollment changes by more than 10% we reserve the right to revise our ASO fees.

5. Please acknowledge your acceptance of these terms and rates by signing below and returning this page. You can fax this letter to 630-724-4242, or mail attn: Stacy Beltzel, Delta Dental of Illinois, 801 Ogden Avenue, Lisle, IL 60532.

If we do not receive notification from you by December 1, 2009, Delta Dental of Illinois will assume you agree to the proposed ASO fees and renew your current dental benefit plan.

_____ Current

_____ Alternate 1

AGREED AND ACCEPTED:

VILLAGE OF DOWNERS GROVE, Contract #8338

By: _____ Date: _____

Title: _____

Contact Sheet

For questions about your renewal, please contact:

Stacy Beitzel, Senior Account Executive

630-724-4042

fax 630-724-4242

sbeitzel@deltadentalil.com

Our Operations Specialists work directly with our groups. Each Operations Specialist will be able to assist you with any account-related questions you may have, as well as enrollment activities and fulfillment. **For questions about ongoing account administration, claims and other account inquiries, please contact the following Operations Specialist:**

Erma McGahee

630-724-4068

fax 630-724-4268

emcgahee@deltadentalil.com

For supply requests, please go to our Web site at www.deltadentalil.com and select Supply Connection in the Employer section.

Your enrollees can reach Delta Dental of Illinois' Customer Service department by calling 1-800-323-1743.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN ADDENDUM TO THE
GROUP VISION CONTRACT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND TRU ASSURE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Addendum (the "Addendum"), between the Village of Downers Grove (the "Group Subscriber") and TruAssure Insurance Company ("TruAssure"), for a one-year extension to the employee vision insurance program, as set forth in the form of the Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**ADDENDUM TO AN AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND TRU ASSURE**

The Village of Downers Grove, Illinois between the Village of Downers Grove ("Group Subscriber") and TruAssure Insurance Company ("TruAssure") entered into a Group Vision Contract ("Agreement") for an employee vision program effective January 1, 2009. Pursuant to the terms stated therein, the parties desire to extend the Agreement through 2010.

All prior terms from the 2009 Agreement remain in full force and effect, except as specified below.

- a. The parties agree to extend the Agreement for a period of one (1) year through December 31, 2010.

VILLAGE OF DOWNERS GROVE

TRU ASSURE INSURANCE COMPANY

By: _____
Ronald L. Sandack, Mayor

By: _____

Title: _____

Attest: _____
April Holden, Village Clerk

Attest: _____

Date: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF
AN ADDENDUM TO AN AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND PROFESSIONAL BENEFIT ADMINISTRATION, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Addendum (the "Addendum"), between the Village of Downers Grove (the "Village") and Professional Benefit Administration, Inc. ("PBA"), for health insurance claims administration and Flexible Benefit Program administration, as set forth in the form of the Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

**ADDENDUM TO AN AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND PROFESSIONAL BENEFIT ADMINISTRATORS, INC.**

The Village of Downers Grove, Illinois (the "Employer") and Professional Benefit Administrators, Inc. ("PBA") entered into a Claims Administration Agreement ("Agreement") for health insurance claims administration and Flexible Benefit Program administration effective January 1, 2008. Pursuant to the terms stated therein, the parties desire to extend the Agreement an additional year through 2010 and amend fees under the following terms:

1. All prior terms from the 2008 Agreement remain in full force and effect, except as specified below.
 - a. Pursuant to Section 6 (a) of the Agreement, the parties agree to extend the Agreement for an additional period of one (1) year through December 31, 2010.
 - b. That fees shall be amended pursuant to Exhibit A attached hereto.

VILLAGE OF DOWNERS GROVE

**PROFESSIONAL BENEFIT
ADMINISTRATORS, INC.**

By: _____
Ronald L. Sandack, Mayor

By: _____

Title: _____

Attest: _____
April Holden, Village Clerk

Attest: _____

Date: _____

Date: _____

SCHEDULE A

ADMINISTRATIVE SERVICE FEES

To be attached to and become a part of the Claims Administration Agreement for Village of Downers Grove with an Effective Date of January 1, 2010.

The fees outlined below are for the period 1/1/10 to 12/31/10.

- I. Annual non-refundable fees (due as of the contract anniversary date): \$ 500.00
(This fee covers all standard forms, supplies, reasonable consultation, checks and general administrative services).
- II. Monthly administration fees as outlined below, per each eligible participant (including retirees and COBRA continuees). (Due as of the first of each month.)

<u>\$ 12.45</u>	Medical
<u>\$ 4.90</u>	PPO Access Fee
<u>\$ 3.25</u>	Utilization Review
<u>\$125 per hour</u>	Case Management
<u>\$125 per hour</u>	Condition Management

III. Prepare Document drafts:

- Initial Document/Summary Plan Description Draft and subsequent amendments: Included
- Future Document Restatement (Rewrites) – \$750

IV. Other Services Provided to the Employer by PBA:

- a. New York State Public Goods Pool Reporting.
- b. Special projects will be billed at a time-and-material cost.

V. Personalized Plastic Identification Cards.

VI. COBRA Administration:

- a. Annual Fee: Waived
- b. Comprehensive COBRA Compliance Service Fee \$1.25 per employee per month
- c. Administrative Fee 2% of gross COBRA premium collected.

VII. Flex Administration:

- a. Annual Fee: Waived
- b. Monthly Fee: \$5.00 per participant per month, minimum \$100 per month applies

VIII. Special consulting fees: As agreed upon

IX. Optional services at Plan Sponsor cost to prepare 5500 Form: \$500 per form.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN ADDENDUM TO AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND GENESIS EMPLOYEE BENEFITS, INC.
d/b/a AMERICA'S VEBA SOLUTION**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Addendum (the "Addendum") to an Agreement, between the Village of Downers Grove ("Adopting Employer & Plan Administrator") and Genesis Employee Benefits, Inc. d/b/a America's Veba Solution ("Plan Supervisor"), for administration of the an employee VEBA program, as set forth in the form of the Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**ADDENDUM TO AN AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND GENESIS EMPLOYEE BENEFITS, INC.
d/b/a AMERICA'S VEBA SOLUTION.**

The Village of Downers Grove, Illinois between the Village of Downers Grove ("Adopting Employer & Plan Administrator") and Genesis Employee Benefits, Inc. d/b/a America's Veba Solution ("Plan Supervisor") entered into an Administration Agreement ("Agreement") for employee VEBA Program administration effective January 1, 2008. Pursuant to the terms stated therein, the parties desire to extend the Agreement through 2012 and amend fees under the following terms:

1. All prior terms from the 2008 Agreement remain in full force and effect, except as specified below.
 - a. Pursuant to Section VII (A) of the Agreement, the parties agree to extend the Agreement for a period of three (3) years through December 31, 2012.
 - b. That fees shall be amended pursuant to Exhibit A attached hereto.

VILLAGE OF DOWNERS GROVE

**GENESIS EMPLOYEE BENEFITS, INC.
d/b/a AMERICA'S VEBA SOLUTION**

By: _____
Ronald L. Sandack, Mayor

By: _____

Title: _____

Attest: _____
April Holden, Village Clerk

Attest: _____

Date: _____

Date: _____



Village of Downers Grove VEBA Administrative Services Fee Renewal

Effective January 1, 2010 – December 31, 2012

Description of Service	Current Fee	Renewal Fee
Standard communication materials	N/C	N/C
Online Tool Kit with online investment recordkeeping, online claim submission & secure receipt uploading	N/C	N/C
Participant and Adopting Employer websites	N/C	N/C
Annual VEBA participant statements mailed to employer for distribution (mailed within 22 business days following plan anniversary)	N/C	N/C
Recordkeeping of investments (applicable only to VEBAs) plus annual asset-based administration fee (charged quarterly)	N/C	N/C
Standard claims processing for first benefit provided to Participant*	\$5.70 PPM	\$5.70 PPM
Plan amendments/restatements requested by Adopting Employer	\$250** each	\$250** each
Check re-issue fee (charged to participant)	\$25.00	\$25.00
Fee to correct erroneous data provided by Adopting Employer or Plan Administrator	\$150/hour	\$150/hour
Custom file formatting	\$150/hour	\$150/hour
Wire transfer fee (ACH deposits, no additional fee)	\$20.00	\$20.00
Record review and transfer upon termination	\$150/hour	\$150/hour
Description of Optional Service***		
Mailing of statements to participants' homes (fee per participant per statement; includes postage)	.55¢	\$1.00
Additional participant statements mailed to employer or participants' homes (fee per participant per statement; includes postage)	\$1.00	\$1.00
Discrimination testing (per test)	\$150/hour	\$150/hour
Consulting to correct failed discrimination tests	\$150/hour	\$150/hour
Employee meetings (per meeting, plus travel expenses)	\$275	\$275
Multi-site billing and accounting (per site)	\$25.00	\$25.00
Customized communication materials (e.g., custom fonts, wording, logos, etc.) (annual fee)	\$150/hr + production costs + .25¢ PPPM	\$150/hr + production costs + .25¢ PPPM

PPPM = Per Participant Per Month

* "Standard claims processing" is claims processing that occurs no more frequently than weekly.

** This fee is charged directly by Hitesman & Associates, P.A.

*** Provided upon request on an Adopting Employer by Adopting Employer basis.



Village of Downers Grove,

The fee schedule as described in your VEBA Administrative Services Agreement had a contract period of 12 months with automatic 12-month extensions; the last Administrative Services Agreement went into effect January 1, 2008. Your plan administrative fees are scheduled for renewal effective January 1, 2010. We appreciate your continued business and are pleased to offer no rate change upon the renewal of our VEBA administrative services. Additionally, we are extending our rate guarantee period for three contract years with this renewal.

Genesis Employee Benefits strives to continually offer our Platinum Support PromiseSM and enhanced value in the services we offer through industry leading technology such as our Genesis Secure Portal, Plan Sponsor Website, Online Tool Kit, Online Customer Care Chat, and start-to-finish online claim filing including our Online Secure Receipt Upload. Additionally, we offer the convenience of free direct deposit reimbursement services for your employees. Our cost effective and efficient participant communication and administrative services will enable us to maintain competitive rates and enhanced service offerings throughout the next contract period.

In the upcoming months you can look forward to additional enhanced website functionality that will add valuable resources for you and your employees. We look forward to working with you again into the next contract period, thank-you for your business.

Sincerely,

Richard J. Allen, Jr.
President & CEO

Please signify your acceptance of this renewal proposal and return to us for processing,

By: _____

Its: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYER ENROLLMENT
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND BENESCRIP, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove ("Employer/Plan Sponsor") and BeneScript, Inc. ("BeneScript"), for an employee prescription program, as set forth in the form of the agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

BeneScript

A division of HEALTHTRANS

EMPLOYER ENROLLMENT AGREEMENT

Employer/Plan Sponsor Name: **Village of Downer Grove**
Address: **801 Burlington Avenue**
Downer Grove, Illinois 60515-4776

Contact Name :**Mary Weisenburn** Phone: **630-434-5500** Fax: **630-434-5484**
Email: **mweisenburn@downers.us** Effective Date: **January 1, 2010** Number of Employees:

CoPayments:

	Store	Mail
Generic	\$10.00	\$30.00
Brand (single source)	\$45.00	\$112.50
Brand – with generic available	DAW 2 \$45 plus the difference in price when the patient chooses the brand drug over available generic	DAW 2 \$112.50 plus the difference in price when the patient chooses the brand drug over available generic

*Self-injectables at retail only/34 day supply/25% copayment

Administration Fee: **\$20.00 (457 employees @ \$20.00)** Due **\$9,140.00**

Claim Amount Deposit: (to be applied against the money owed BeneScript by the Employer/Plan Sponsor for reimbursement of prescription drug claims)

Standard Outpatient Prescription Drug Program

It is understood and agreed that this program may be amended from time to time by mutual consent of the Employer/Plan Sponsor (E/PS) and DrugCard, Inc. (BeneScript); that Administrative Fees (as listed above) as determined by BeneScript will be remitted to BeneScript by the E/PS prior to the period for which benefits are to be administered; that BeneScript is not required to give notice of lapse or termination of this agreement/program if such Administrative Fees are not received in advance of the benefit administration period and that no further disbursement of funds to claimants will be made by BeneScript in such an event; that the Claim Amount Deposit may be adjusted from time to time by BeneScript upon 30 days advance written notice to the E/PS, that BeneScript is not required to give notice of lapse or termination of this agreement/program if the additional Claim Amount Deposit funds are not remitted within 30 days of the notice of the change in the Deposit, and that no further disbursement of funds to claimants or providers will be made by BeneScript in such an event; that the E/PS will have full authority and responsibility for determining which claimants and claims are eligible for reimbursement; that the E/PS will provide to BeneScript periodically or on request all information pertaining to eligibility or coverage of employees and dependents under its plan, and that BeneScript will update its records as to eligibility within 4 working hours of notification as specified in the attached Proposal; that BeneScript and the E/PS will each hold the other harmless with respect to matters pertaining to medications dispensed by any provider or seller of prescription drugs or disbursement of funds except to the extent that any claim, injury, damage, loss, expense (including reasonable attorneys fees), demand or judgment is the result of the other party's negligence or willful misconduct; that BeneScript will maintain records related to its performance under this Agreement for a period of no less than 6 years during or after the term of this Agreement; and that this program may be terminated by either party at any time and for any reason with 30 days advance written notice to the other.

Dated at _____ this _____ day of, _____ 20 _____

By _____ By _____
(Employer) Plan Sponsor BeneScript

BeneScript

A division of HEALTHTRANS

Outpatient Prescription Drug Plan

VILLAGE OF DOWNERS GROVE

(Plan Sponsor)

Effective Date: January 1, 2010

Outpatient prescription drugs are reimbursed at 100% of the reasonable and customary charge after a per prescription co-payment. Cash claims received more than three (3) months after dispensing are not covered. Co-payments for medications purchased are listed below:

	Store Co-payments	Mail Co-payments
Generic	\$10.00	\$30.00
Brand (single source)	\$45.00	\$112.50
Brand with generic available	\$45.00 plus the difference in price between brand and generic when the patient chooses the brand drug when generic is available.	\$112.50 plus the difference in price between brand and generic when the patient chooses the brand drug when generic is available.

The Pharmacy By Mail Provider may dispense a minimum 30-day to a maximum 90-day supply of medication for each covered prescription or refill. Medications purchased from any other source (retail or store) may be dispensed in maximum quantities of the lesser of a 34-day supply or 100 units.

Covered Items:

Legend Drugs that are medically necessary. Medically necessary means that the prescription drug provided by a physician or pharmacy is required to diagnose or treat an illness or injury. We determine whether a prescription drug is medically necessary. According to generally accepted medical practice, the Prescription Drug must be:

1. Consistent with and appropriate for the treatment or diagnosis of the symptoms, illness or injury;
2. Of proven value or usefulness, likely to yield additional information, and not redundant when performed with other procedures;
3. The most appropriate and cost-effective Prescription Drug which can safely be provided to the patient, and;
4. Not chiefly for the convenience of the patient, patient's family or physician or provider.

The fact that a Prescriber has prescribed, ordered, recommended or approved a Prescription Drug, medication, test, device, or supply, does not in itself make it eligible for payment.

BeneScript

A division of HEALTHTRANS

Outpatient Prescription Drug Plan

Drug Coverage

Description:	C/E	Notes
Anorexic (Weight Loss Agents)	E	
Contraceptives		
Devices (diaphragms, IUD)	E	
Emergency contraceptives (Plan B, Preven)	C	
Implants (Norplant)	E	
Injectables (Depo Provera / Lunelle)	C	Depo Provera. Up to 90 day supply at retail. Retail copay.
Nuvaring	C	
Oral contraceptives	C	
Seasonale	C	Retail limits = 91 days. 3 copays.
Topical (Ortho-Evra patch)	C	
Dental Products	E	
Diagnostic Agents - All	E	
Diabetic Treatments		
Glucose Test Strips / Lancets	C	
Diabetic Meters / Alcohol swabs	E	
Glucagon Inj / Humalog Inj / Insulin Inj	C	
Insulin syr / Novopen / Novopen Needles	C	
Experimental Drugs (DEA Schedule I)	E	
Fertility Drugs (Clomid, Serophen, Fertinex Inj, Pergonal Inj)	C	\$15,000 Lifetime max, combined Rx and medical. 25% copay for injectables*
Growth Hormones (Protropin, Humatrope)	E	*
Hair Replacement treatments - Minoxidil / Rogaine / Propecia	E	
Immunization Agents / Vaccines	E	
Immunosuppressants (Sandimmune)	C	
Injectables – Self Administered		
Anakit / Epipen / Epipen Jr. (bee sting kit)	C	
Enbrel / Humira / Kineret (Rheumatoid Arthritis)	E	*
Fuzeon Inj (HIV)	E	*
Intron-A Inj® (Hepatitis C)	E	*
Lovenox (Deep Vein Thrombosis)	E	*
Lupron (Multiple uses)	E	*
Raptiva (Chronic Plaque Psoriasis)	E	*
Rebetron Kit (Hepatitis C)	E	*
Syn Visc (Osteoarthritis of the Knee. Must be administered by MD)	E	
Toradol Injectable	E	

BeneScript

A division of HEALTHTRANS

Outpatient Prescription Drug Plan

Description:	C/E	Notes
Methadone	C	
Migraine Medications		
Imitrex tablets / Imitrex Nasal spray	C	
Imitrex Injection Kit	C	*
Multiple Sclerosis Agents (Avonex Inj, Betaseron Inj, Copaxone Inj)	E	*
OTC - All (does not require a prescription from a physician)	E	
Sexual Dysfunction Treatments		
Caverject Inj / Edex (inj, kit)	E	
Cialis, Levitra, Muse, Viagra, Yocon	E	
Skin Treatments		
Renova (cosmetic - for wrinkles only)	E	
Tretinoin (Retin A)	C	Up to age 40.
Smoking Deterrents- All		
Patches / Gum / Inhalers / Nasal Sprays / Zyban	E	
Surgical Supply/ Medical Devices / Ostomy /DME	E	
Syringes – other than Insulin syringes	E	
Vitamins- All		
Multiple Vitamins / Mult vit w/Iron	C	Rx only
Multiple Vitamins w/Fluoride	E	
Prenatal Vitamins	C	Rx only

*Self Injectables

- Letter of medical necessity required
- Covered at retail only / 34 day supply
- 25% copay (greater of 25% or applicable copay)

Fertility meds (inj) – no prior authorization required. 25% copay. Injectables apply to Out of Pocket and \$15,000 lifetime max.

Imitrex Inj – no prior authorization required. 25% copay.

BeneScript

A division of HEALTHTRANS

Outpatient Prescription Drug Plan

Exclusions:

- Blood or Blood Plasma, Sera or Biological Agents
- Legend drugs used for non FDA approved indications
- Charges for the administration or injection of any drug
- Drugs requiring a prescription by state, but not Federal Law
- Any prescription refilled in excess of the number specified by the physician, or any refill dispensed after one year from the physician's original order.
- Medication which is to be taken by or administered to an individual, in whole or in part, while he or she is a patient in a hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home or similar institution, or is receiving home health care.
- Prescriptions for which an eligible person is entitled to receive any Worker's Compensation benefits.

By: Plan Sponsor

Date

Ronald J. Bova, VP

By: BeneScript

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF PLAN AMENDMENTS TO THE VILLAGE OF DOWNERS GROVE GROUP HEALTH PLAN

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of certain Plan Amendments #3, #4 and #5 (the **Amendments**), between the Village of Downers Grove (the **Village**) and Advocate Health Partners for and on behalf of Advocate Good Samaritan hospital, a hospital operating division of Advocate Health and Hospitals Corporation (hereinafter referred to as "Hospital") and Village of Downers Grove (hereinafter referred to as "Employer"), providing for 2010 policy revisions to the Village's health insurance plan, as set forth in the form of the Amendments submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Amendments, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Amendments.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

**PLAN AMENDMENT
FOR**

**VILLAGE OF DOWNERS GROVE
GROUP HEALTH PLAN**

**GOOD SAMARITAN AND LOW DEDUCTIBLE PLANS
AND
HIGH DEDUCTIBLE PLAN**

Amendment No. 3
Effective Date: As Reflected Herein

This Plan is **AMENDED** effective January 1, 2009 as follows:

I. Section – Outpatient Prescription Drug Card Benefit: Benefit Payment for Prescription Drugs – Restate as follows:

Benefit Payment for Prescription Drugs

Benefits for prescription drugs covered under this Outpatient Prescription Drug Card Benefit will not be provided under any other section of this Plan.

Short Term - Acute Drugs

When you obtain drugs from a Participating Prescription Drug Provider, your Copayment for each prescription is:

Generic Drugs	\$10
Brand-Name Drugs	\$35
Self-Injectable Medications	25% of Covered Charges, limited to a total maximum Copayment of \$4,000 person per Calendar Year.

Benefits will be provided for the remaining eligible charge. One prescription means up to a 34-consecutive day supply of a drug.

Long Term - Maintenance Drugs - Mail Order

When you obtain drugs from the Mail Order Prescription Drug Provider, your Copayment for each prescription is:

Generic Drugs	\$ 30
Brand-Name Drugs	\$105

Benefits will be provided for the remaining eligible charge. Maintenance drug prescription means up to a 90-consecutive day supply of a drug.

II. Section: Medical Expense Covered Charges – Add the following provisions:

1. In compliance with Illinois Public Act 95-422 and Public Act 95-978 (and any subsequent amendments), charges Incurred for the following vaccines that are approved by the U.S. Food and Drug Administration:
 - a. A human papillomavirus vaccine (HPV).
 - b. A shingles vaccine when ordered by a Physician for Covered Persons age 60 or over.

2. In compliance with Illinois Public Act 95-1005 (and any subsequent amendments), charges incurred by a Covered Dependent under age 21 for:
 - a. The diagnosis of autism spectrum disorder; and,
 - b. The following services prescribed by a Physician and rendered by a licensed provider when such treatment is Medically Necessary and result in improved clinical status:
 - Psychiatric care;
 - Psychological care;
 - Habilitative or rehabilitative care (i.e. counseling and treatment programs intended to develop, maintain, and restore the function of an individual);
 - Therapeutic care, including behavioral, speech, occupational, and physical therapies addressing the following areas: self care and feeding; pragmatic, receptive, and expressive language; cognitive functioning; applied behavioral analysis, intervention, and modification; motor planning; and, sensory processing.

Benefits payable under this provision will be limited to a maximum of \$36,000 per person per Calendar Year and will not be subject to the limitations otherwise applicable to the treatment of a Mental Health Illness.

III. Section: Definitions – Revise the following provisions:

Experimental, Investigational/Investigative or Unproved

“Experimental”, “Investigational”, “Investigative”, or “Unproved” shall mean a drug, device, medical Treatment or procedure that meets any one of the following:

1. The drug or device cannot be lawfully used or marketed without approval by the appropriate federal or other governmental agency which has not been granted, such as, but not limited to, the U.S. Federal Drug Administration (FDA). For purposes of this subparagraph, a drug or device being used for an indication or at a dosage that reliable evidence shows is an accepted off-label use will not be considered to be “experimental”, “investigative” or “unproved”.

Off-label use of drugs will be allowable under the Plan if it meets the following criteria:

- The use of the drugs is supported by one or more citations in The American Hospital Formulary Service Drug Information, Micromedex DrugPoints, Facts and Comparisons, NCCN, Clinical Pharmacology, the Association of Community Cancer Centers or any CMS supported compendia, providing the use is **not** listed as “not indicated” in any one of the listed compendia.
2. The drug, device, medical Treatment or procedure, or the patient informed-consent document utilized with the drug, device, Treatment or procedure, is subject to an ongoing review by the treating facility’s Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval.
3. Reliable Evidence shows that the drug, device, medical Treatment or procedure is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental, study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of Treatment or diagnosis; or
4. Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device, medical Treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of Treatment or diagnosis.

"Reliable Evidence" shall mean only consensus findings, opinions or recommendations published in the authoritative medical and scientific literature or peer-reviewed literature; reports of clinical trial committees and other technology assessment bodies; consensus opinions of local and national health care providers in the specialty or subspecialty that would typically manage the sickness or injury for which the drug, device, technology, treatment, supply or procedure is proposed; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical Treatment or procedures; or the written Informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical Treatment or procedure.

The Plan Administrator will rely on various sources to assist in determining "Experimental, Investigative or Unproved" services. These sources may include, but are not limited to: The DATTA program of the American Medical Association, the Hayes Manual, the National Institute of Health, the U.S. Food and Drug Administration, the National Cancer Institute, Office of Health Technology Assessment and Congressional Office of Technology Assessment.

Medical Necessity or Medically Necessary

"Medical Necessity" or "Medically Necessary" means services or supplies provided by a Hospital, Physician or other covered provider which are not excluded under this Plan, which are provided to treat or diagnose an illness or injury, and which are determined by the Plan Administrator to meet the following criteria:

1. It is consistent with the symptoms or diagnosis and treatment of the illness or injury;
2. It is not primarily for the convenience of the Covered Person, Physician or other provider;
3. It does not involve unnecessary or repeated tests;
4. It is not of an Experimental, Investigational or educational nature. Drugs and drug treatment in one or more compendia qualifying for Medicare reimbursement will not be considered Experimental or Investigational;
5. It is furnished by a provider with appropriate training and experience, acting within the scope of his license, and it is provided at the most appropriate level of care needed to treat the particular Condition; and,
6. Meets the following definition of standard of care.

Standard of care refers to an acceptable level of patient care provided by a medical practitioner. It considers how similarly qualified practitioners would have managed the patient's care under the same or similar circumstances.

Standard of care is sometimes referred to as "standard therapy" or "best practice" and is generally satisfied by any medicine or treatment that experts agree is consistent with generally accepted standards of medical practice, is appropriate, accepted, and widely used for a certain type of patient, illness, or clinical circumstance. Generally accepted standards of medical practice means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations, and the views of medical practitioners practicing in relevant clinical areas and any other relevant factors.

The administration of a non-approved experimental drug, procedure or device, or the participation in a Phase III clinical trial will not invalidate coverage for treatment that is considered an approved standard of care based on peer review.

The Plan Administrator will analyze whether these requirements have been met based upon:

1. Published reports in authoritative medical and scientific literature;
2. Regulations, reports, publications or evaluations issued by government agencies such as the National Institute of Health, the Food and Drug Administration (FDA) and CMS;
3. Listings in the following compendia: The American Hospital Formulary Service Drug Information, Micromedex DrugPoints, Facts and Comparisons, NCCN, Clinical Pharmacology, the Association of Community Cancer Centers or any CMS supported compendia; and

4. Other authoritative medical resources to the extent the Plan Administrator determines them to be necessary.

This Plan is **AMENDED** effective April 1, 2009 as follows:

Section: Special Enrollment Periods – Add the following:

Special Enrollment Rights – Medicaid or State Child Health Insurance Plan

The Plan will permit Special Enrollment if you or your Dependent(s) are eligible but not enrolled in the following circumstances:

1. Your coverage or your Dependent's coverage under Medicaid or a State Child Health Insurance Plan (i.e. CHIP) has terminated as a result of loss of eligibility and you request coverage under the Plan within 60 days after the termination; or
2. You or your Dependent becomes eligible for a premium assistance subsidy under Medicaid or a State Child Health Insurance Plan (i.e. CHIP), and you request coverage under the Plan within 60 days after eligibility is determined.

If you enroll during the 60-day Special Enrollment Period defined above, coverage will become effective on the first day of the month following the date the Plan receives your request for special enrollment.

Accepted for Plan Administrator:

By: _____

Title: _____

Date: _____

**PLAN AMENDMENT
FOR
VILLAGE OF DOWNERS GROVE
GROUP HEALTH PLAN
GOOD SAMARITAN AND LOW DEDUCTIBLE PLANS
AND
HIGH DEDUCTIBLE PLAN**

Amendment No. 4
Effective Date: September 1, 2009

This Plan is **AMENDED** as follows:

I. Section: Retirees – Restate as follows:

Retirees

Retirees eligible for coverage are:

- Eligible Employees who elect to participate in the Voluntary Separation Program offered by the Employer as of September 1, 2009. Coverage continuation will be provided in keeping with the plan option selected by the employee under such program. The two plan options available are: the Low Deductible Plan or the Retiree Health Plan (Good Samaritan providers will be considered a PPO provider).

Coverage continuation at the premium rate stipulated under the Voluntary Separation Program will be available for a maximum of two years under the Low Deductible Plan or four years under the Retiree Health Plan. After the applicable two-year or four-year period, coverage continuation coverage will be available only under the Retiree Health Plan and at the normal premium rate.

- Eligible retirees as determined by established Employer policy.
- Pursuant to 215 ILCS 5/367j, Eligible Employees who qualify for continued coverage due to disability or retirement as defined by the Illinois Pension Code. Additional information concerning this continuation is available from your Employer.

All individuals who retire on or after September 1, 2009, will be eligible for coverage only under the Retiree Health Plan.*

**This requirement does not apply to employees who retired prior to September 1, 2009, who will continue to be eligible for the coverage option(s) specified under the Employer policy in place as of the date of their retirement.*

II. Section: Schedule of Medical Benefits – Add the following:

Retiree Health Plan

Retiree Health Plan		
Calendar Year Deductible		
Per Covered Person	\$2,500	
Per Family (aggregate)	\$5,000	
Coinsurance by Plan		
Unless otherwise noted, the Plan will pay the benefit specified below:		
PPO Provider:	80% after satisfying the Deductible	
Non-PPO Provider:	60% after satisfying the Deductible	
Coinsurance Limit		
The Coinsurance limit includes the Deductible.		
	PPO Providers	Non-PPO Providers
Per Covered Person	\$4,500	\$ 6,500
Per Family (aggregate)	\$9,000	\$13,000
<p>After your Coinsurance equals the above stated amounts per Calendar Year, the Plan will pay 100% of all charges eligible for the Coinsurance limit for the balance of the Calendar Year.</p> <p>If a combination of PPO network providers and non-PPO network providers are used, your combined total Coinsurance Limit will not exceed the amount shown for non-PPO network providers. In other words, the amount of expense you will pay for both PPO network providers and non-PPO network providers will be combined, and the total will not exceed the amount shown for non-PPO network providers during a Calendar Year.</p> <p>Note: Coinsurance for Treatment of Mental Health and Substance Abuse, infertility treatment, non-compliance penalties, ineligible charges, charges in excess of Usual and Customary, office visit Copays, drug card Copays and other Copays, do not qualify under the Coinsurance limit provision.</p>		

Retiree Health Plan		
Covered Services	PPO Providers	Non-PPO Providers
Accident Benefit	100% no Deductible	100% no Deductible
<p>Charges Incurred by a Covered Person within 90 days of an Accident for treatment of Injuries sustained in or resulting from an Accident will be covered at 100% (no Deductible) up to a maximum benefit of \$500 per person per Accident. Charges that exceed the maximum benefit will be subject to the Deductible and Coinsurance specified under this Schedule, subject to all Plan provisions.</p>		
Allergy Injections	80% after Deductible	60% after Deductible
Ambulance Services	80% after Deductible	60% after Deductible
Chiropractic Services (other than Diagnostic X-ray and Laboratory) Limited to a maximum benefit of \$2,500 per person per Calendar Year.	80% after Deductible	60% after Deductible

Retiree Health Plan		
Covered Services	PPO Providers	Non-PPO Providers
Diagnostic X-Ray & Lab - Inpatient/Outpatient Limited to a maximum first dollar benefit of \$300 per person per Calendar Year.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 80% after the Deductible.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 60% after the Deductible.
Durable Medical Equipment	80% after Deductible	60% after Deductible
Emergency Care (Hospital)	80% after Deductible	60% after Deductible
Home Health Care Limited to a maximum of 120 visits per person per Calendar Year.	100% no Deductible	100% no Deductible
Hospice Care	100% no Deductible	100% no Deductible
Hospital Charges – Inpatient/Outpatient	80% after Deductible	60% after Deductible
Infertility Treatment Limited to a maximum benefit of \$15,000 per person while covered under this Plan which includes benefits paid under the Outpatient Prescription Drug Card Benefit.	75% after Deductible; does not apply to the Coinsurance limit	75% after Deductible; does not apply to the Coinsurance limit
Newborns • Well Newborn Well Baby Care during the Hospital confinement immediately following birth for Hospital nursery, in-Hospital doctor visits and circumcision. • Sick Newborn	100% no Deductible Benefits are provided at the level specified in this Schedule for the type of charge Incurred.	100% no Deductible Benefits are provided at the level specified in this Schedule for the type of charge Incurred.
Organ Transplants Limited to a maximum benefit of \$200,000 per person for all transplants while covered under the Plan.	Benefits are provided at the level specified in this Schedule for the type of charge Incurred.	Benefits are provided at the level specified in this Schedule for the type of charge Incurred.
Physician Office Visit – Diagnostic	100% after a \$20 Copay for the office visit charge.	60% after Deductible
Physician Services – Other	80% after Deductible	60% after Deductible

Retiree Health Plan

Covered Services	PPO Providers	Non-PPO Providers
Pre-Admission Testing Performed on an Outpatient basis within 7 days of a scheduled admission. Benefits are not included in or subject to the \$300 benefit maximum for Diagnostic or Routine X-ray and Laboratory services.	100% no Deductible	100% no Deductible
Routine Colonoscopy	80% after Deductible	60% after Deductible
Routine Mammograms as Follows: <ul style="list-style-type: none"> • One baseline exam between age 35 and age 39; • One annual exam for Covered Persons age 40 or older. 	100% no Deductible	100% no Deductible
Routine Physical Exam and X-Ray/Laboratory – Age 2 and Over Eligible Charges include but are not limited to mammograms in excess of the limits stated above, routine physical exams, related x-ray and lab charges (including pap smears and PSA tests), and immunizations up to a maximum benefit of \$500 per person per Calendar Year. Charges in excess of the maximum benefit will not be eligible under the Plan.	100% no Deductible	60% after Deductible
Routine Well Child Care – Up to Age 2 Coverage includes routine physical exam, related x-ray and lab charges, and immunizations.	100% no Deductible	60% after Deductible
Skilled Nursing Facility Limited to a maximum of 120 days per person per Calendar Year.	80% after Deductible	60% after Deductible
Surgery <ul style="list-style-type: none"> • Hospital Charges • Physician (Surgeon and Anesthesiologist) 	80% after Deductible 80% after Deductible	60% after Deductible 60% after Deductible
Therapy – Occupational, Physical and Speech	80% after Deductible	60% after Deductible
Treatment of Mental Health: <ul style="list-style-type: none"> • Outpatient Care Limited to a maximum allowable amount of \$100 per visit. 	80% after Deductible with CCM approval (60% after Deductible with-out CCM approval); does not apply to the Coinsurance limit	60% after Deductible (CCM approval not required); does not apply to the Coinsurance limit

Retiree Health Plan

Covered Services	PPO Providers	Non-PPO Providers
<p>Treatment of Mental Health (continued):</p> <ul style="list-style-type: none"> • Inpatient Care/ Intensive Outpatient Treatment Limited to a maximum of 20 days per person per Calendar Year. Additional Intensive Outpatient Treatment days may be eligible when CCM authorizes such care based on clinical necessity and appropriateness <i>and</i> treatment is provided by Good Samaritan or a PPO Provider: <ul style="list-style-type: none"> - Hospital - Physician 	<p align="center">80%</p> <p>after Deductible with CCM approval, no approval will result in a \$500 penalty; does not apply to the Coinsurance limit</p> <p align="center">80%</p> <p>after Deductible with CCM approval (60% after Deductible with-out CCM approval; does not apply to the Coinsurance limit</p>	<p align="center">60%</p> <p>after Deductible (CCM approval not required); does not apply to the Coinsurance limit</p> <p align="center">60%</p> <p>after Deductible (CCM approval not needed); does not apply to the Coinsurance limit</p>
<p>Treatment of Substance Abuse:</p> <ul style="list-style-type: none"> • Outpatient Care Limited to a maximum allowable amount of \$100 per visit and \$1,500 per person per Calendar Year. • Inpatient Care/ Intensive Outpatient Treatment Inpatient care is limited to a maximum of 2 confinements while covered under this Plan. Overall benefits for Inpatient Care and/or Intensive Outpatient Treatment are limited to a maximum of \$25,000 while covered under this Plan: <ul style="list-style-type: none"> - Hospital 	<p align="center">80%</p> <p>after Deductible with CCM approval (60% after Deductible with-out CCM approval); does not apply to the Coinsurance limit</p> <p align="center">80%</p> <p>after Deductible with CCM approval, no approval will result in a \$500 penalty; does not apply to the Coinsurance limit</p>	<p align="center">60%</p> <p>after Deductible (CCM approval not needed); does not apply to the Coinsurance limit</p> <p align="center">60%</p> <p>after Deductible (CCM approval not needed); does not apply to the Coinsurance limit</p>

Retiree Health Plan

Covered Services	PPO Providers	Non-PPO Providers
Treatment of Substance Abuse Inpatient Care/Intensive Outpatient Treatment (continued): - Physician	80% after Deductible with CCM approval (60% after Deductible with-out CCM approval); does not apply to the Coinsurance limit	60% after Deductible (CCM approval not needed); does not apply to the Coinsurance limit
Treatment of Temporomandibular Joint Dysfunction (TMJ): <ul style="list-style-type: none"> • Surgery Limited to a maximum of \$5,000 per person while covered under this Plan. • Non-Surgical Treatment Limited to a maximum of \$1,000 per person while covered under this Plan. 	50% after Deductible 50% after Deductible	50% after Deductible 50% after Deductible

Overall Maximum Lifetime Benefit for All Benefits:

\$2,000,000 per Covered Person for Medical Benefits and Prescription Drug Benefits paid under all Benefit Plan Options offered by the Plan Sponsor which includes any separate lifetime maximum noted in this Schedule of Medical Benefits. The Plan Sponsor's total payment for all benefits under all Benefit Plan Options will not exceed this overall maximum lifetime benefit, whether or not the Covered Person is continuously covered under the Plan.

Important Notation:

Wherever the word "Lifetime" appears in this Summary Plan Description in reference to benefit maximums and limitations, it is understood to mean "**while covered under this Plan.**" Under no circumstances does "Lifetime" mean "during the lifetime of the Covered Person".

Accepted for Plan Administrator:

By: _____

Title: _____

Date: _____

**PLAN AMENDMENT
FOR
VILLAGE OF DOWNERS GROVE
GROUP HEALTH PLAN
GOOD SAMARITAN AND LOW DEDUCTIBLE PLANS
AND
HIGH DEDUCTIBLE PLAN**

Amendment No. 5
Effective Date: January 1, 2010

This Plan is **AMENDED** as follows:

I. To comply with Illinois Public Act 95-0958 (or as subsequently amended), the Plan is modified as follows:

A. Section: Schedule of Benefits: Age Limitation for Eligible Dependent Children – Restate as follows:

Age Limitation for Eligible Dependent Children

Under 26 years of age; however, a Dependent child who is a military veteran is eligible to age 30. Please refer to the definition of "Dependent" for additional information concerning the eligibility requirements for Dependent children.

Coverage ends at the end of the month in which the limiting age is reached or, if sooner, at the end of the month in which the child otherwise ceases to meet the Plan's eligibility requirements (for example, the child marries or is no longer financially dependent on you).

B. Section: Schedule of Benefits – Add the following provision:

Initial Dependent Child Enrollment Period

A one-time 90-day enrollment period will be provided to enroll your eligible Dependent child(ren) for coverage. This 90-day enrollment period begins on December 1, 2009. Coverage for any Dependent child enrolled during this initial enrollment period will become effective on January 1, 2010, and will be subject to all Plan provisions including the Pre-existing Condition limitation. If an eligible Dependent child is not enrolled during the initial enrollment period, enrollment may be requested during a Special Enrollment Period or during a subsequent Open Election/Enrollment Period.

C. Section: Definitions – Restate the following:

Dependent

"Dependent" means any of the following individuals who are eligible for, and have been enrolled for Dependent Coverage under this Plan:

1. The Participant's legal spouse, of the opposite sex, who is a resident of the same country as the Participant. Such spouse must have met all requirements of a valid marriage contract of the state

in which they were married. This does not include common law marriage or any other such arrangements which may be recognized by the state in which they reside.

2. The Participant's child who meets all of the following conditions:
 - a. Is a resident of the same country as the Participant.
 - b. Is unmarried.
 - c. Is a natural child, step-child living with the Participant, legally adopted child, or a child who has been placed under Legal Guardianship of the Participant.
 - d. **Is financially dependent upon the Participant.** This requirement is waived if the Participant is required to provide coverage, or is required to pay the cost of medical care due to court order or divorce decree of a child not financially dependent on the Participant.
 - e. Is under age 26; or,
 - f. Is a military veteran who is under age 30 and meets the following requirements:
 - (1) Is a resident of the State of Illinois;
 - (2) Served as a member of the active or reserve components of any of the branches of the Armed Forces of the United States including the National Guard; and,
 - (3) Has received a release or discharge other than a dishonorable discharge.

The Dependent must submit proof of active service using a DD Form 214 (Member 4 or 6) form (otherwise known as a "Certificate of Release or Discharge from Active Duty") stating the date on which the Dependent was released from service.

The age requirement referenced in 2.e. will be waived if the child is mentally or physically handicapped and incapable of self-sustaining employment. The child need not be covered under the Plan on the date the incapacitating handicap occurred. However, such Condition must have begun prior to the child's attainment of age 26 and must be of such severity as to incapacitate the child for an extended period of time. Proof of incapacity acceptable to the Plan Administrator must be furnished upon request and as may be required thereafter.

3. Any children who are in the Participant's custody under an interim court order prior to finalization of adoption will be covered.
4. Any children as required by a Qualified Medical Child Support Order (QMCSO).

Those situations specifically excluded from the definitions of a "Dependent" are:

1. A spouse who is legally separated by a court order from the Participant;
2. A former spouse who is legally divorced from the Participant;
3. Any person on active military duty;
4. Any person covered under this Plan as an individual Participant;
5. Any person who is covered as a Dependent by another Participant.

II. Section: Plan Option Selection – Restate as follows:

Plan Option Selection

There are three plan options offered by the Employer: the "Good Samaritan Plan and Low Deductible Plan", the "High Deductible Plan" and the "VEBA Savings Plan" option.* You will be required to select a plan option when you enroll. The plan option you choose will also apply to your Dependents. Plan option elections are irrevocable and may be changed only during the Open Enrollment Period or, if sooner, during a Special Enrollment Period.

**If you retire from Active Service on or after September 1, 2009 and qualify for coverage continuation following retirement, you (and your Dependents) will be eligible for coverage only under the Retiree Health Plan.*

III. Section: Utilization Management for Treatment of Mental Health and Substance Abuse – Restate as follows:

Creative Care Management (CCM) needs to be contacted at (800) 233-4960 to confirm an Inpatient hospitalization. Those individuals who do not contact CCM prior to an Inpatient hospitalization will be subject to a \$500 penalty per confinement. In the case of an Urgent Care need or an emergency, CCM must be contacted within 48 hours or by the end of the next regular work day following the date of the Urgent Care or emergency admission. The term “emergency” means an Accident or Illness which requires immediate treatment on an Inpatient basis.

CCM will utilize the Private Health Care Systems (PHCS) Network. To verify if a provider is in the PHCS network, call (866) 680-7427 or visit the PHCS website at www.phcs.com. Any provider not in the PPO network will be paid at the Non-PPO benefit level shown in the Schedule of Medical Benefits.

Verification of eligibility and benefits is the responsibility of the Covered Person and the provider and must be done by contacting Professional Benefit Administrators (PBA) directly at (630) 655-3755.

IV. Section: Outpatient Prescription Drug Card Benefit:

A. Add the following sentence to the second paragraph of this section:

The Outpatient Prescription Drug Card benefit is provided by the Employer through HealthTrans and will continue to be administered by DrugCard, Inc.

B. Benefit Payment for Prescription Drugs: Restate the following provisions:

Short Term - Acute Drugs

When you obtain drugs from a Participating Prescription Drug Provider, your Copayment for each prescription is:

Generic Drugs	\$10.00
Brand-Name Drugs	\$45.00
Self-Injectable Medications	25% of Covered Charges

Benefits will be provided for the remaining eligible charge. One prescription means up to a 34-consecutive day supply of a drug.

Long Term - Maintenance Drugs - Mail Order

When you obtain drugs from the Mail Order Prescription Drug Provider, your Copayment for each prescription is:

Generic Drugs	\$ 30.00
Brand-Name Drugs	\$112.50

Benefits will be provided for the remaining eligible charge. Maintenance drug prescription means up to a 90-consecutive day supply of a drug.

V. Section: Schedule of Medical Benefits: Revise as follows:

A.

Good Samaritan Plan and Low Deductible Plan

Calendar Year Deductible			
	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Per Covered Person	\$ 500	\$ 750	\$1,500
Per Family (aggregate)	\$1,000	\$1,500	\$3,000
Coinsurance by Plan			
Unless otherwise noted, the Plan will pay the benefit specified below:			
Good Samaritan Providers	100% after satisfying the Deductible		
PPO Provider:	80% after satisfying the Deductible		
Non-PPO Provider:	60% after satisfying the Deductible		
Coinsurance Limit			
The Coinsurance limit includes the Deductible.			
	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Per Covered Person	\$ 500	\$2,750	\$ 5,500
Per Family (aggregate)	\$1,000	\$5,500	\$11,000
After your Coinsurance equals the above stated amounts per Calendar Year, the Plan will pay 100% of all charges eligible for the Coinsurance limit for the balance of the Calendar Year.			
If a combination of PPO network providers and non-PPO network providers are used, your combined total Deductible and Coinsurance Limit will not exceed the amount shown for non-PPO network providers. In other words, the amount of expense you will pay for both PPO network providers and non-PPO network providers will be combined, and the total will not exceed the amount shown for non-PPO network providers during a Calendar Year.			
Note: Coinsurance for infertility treatment, non-compliance penalties, ineligible charges, charges in excess of Usual and Customary, office visit Copays, drug card Copays and other Copays, do not qualify under the Coinsurance limit provision.			

Good Samaritan Plan and Low Deductible Plan			
Covered Services	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Accident Benefit	100% no Deductible	100% no Deductible	100% no Deductible
Charges Incurred by a Covered Person within 90 days of an Accident for treatment of Injuries sustained in or resulting from an Accident will be covered at 100% (no Deductible) up to a maximum benefit of \$500 per person per Accident. Charges that exceed the maximum benefit will be subject to the Deductible and Coinsurance specified under this Schedule, subject to all Plan provisions.			
Allergy Injections	80% after Deductible	80% after Deductible	60% after Deductible
Ambulance Services	80% after Deductible	80% after Deductible	60% after Deductible

Good Samaritan Plan and Low Deductible Plan

Covered Services	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Chiropractic Services (other than Diagnostic X-ray and Laboratory) Limited to a maximum benefit of \$2,500 per person per Calendar Year.	80% after Deductible	80% after Deductible	60% after Deductible
Diagnostic X-Ray & Lab - Inpatient/Outpatient Limited to a maximum first dollar benefit of \$300 per person per Calendar Year.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 100% after the Deductible.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 80% after the Deductible.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 60% after the Deductible.
Durable Medical Equipment	80% after Deductible	80% after Deductible	60% after Deductible
Emergency Care (Hospital)	100% after Deductible	80% after Deductible	60% after Deductible
Home Health Care Limited to a maximum of 120 visits per person per Calendar Year.	100% no Deductible	100% no Deductible	100% no Deductible
Hospice Care	100% no Deductible	100% no Deductible	100% no Deductible
Hospital Charges – Inpatient/Outpatient	100% after Deductible	80% after Deductible	60% after Deductible
HPV Vaccine	80% no Deductible	80% no Deductible	60% after Deductible
Infertility Treatment Limited to a maximum benefit of \$15,000 per person while covered under this Plan which includes benefits paid under the Outpatient Prescription Drug Card Benefit.	75% after Deductible; does not apply to the Coinsurance limit	75% after Deductible; does not apply to the Coinsurance limit	75% after Deductible; does not apply to the Coinsurance limit
Newborns			
<ul style="list-style-type: none"> • Well Newborn Well Baby Care during the Hospital confinement immediately following birth for Hospital nursery, in-Hospital doctor visits and circumcision. • Sick Newborn 	100% no Deductible	100% no Deductible	100% no Deductible
Benefits are provided at the level specified in this Schedule for the type of charge incurred.			

Good Samaritan Plan and Low Deductible Plan			
Covered Services	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Organ Transplants Limited to a maximum benefit of \$200,000 per person for all transplants while covered under the Plan.	Benefits are paid in the same manner as any other illness, subject to the maximum benefit. Please refer to the specific service or supply outlined in this Schedule for the applicable benefit.		
Orthotics (Custom Molded)	80% after Deductible	80% after Deductible	60% after Deductible
Physician Office Visit – Diagnostic	100% after a \$20 Copay for the office visit charge.	100% after a \$20 Copay for the office visit charge.	60% after Deductible
Physician Services – Other	80% after Deductible	80% after Deductible	60% after Deductible
Pre-Admission Testing Performed on an Outpatient basis within 7 days of a scheduled admission. Benefits are not included in or subject to the \$300 benefit maximum for Diagnostic or Routine X-ray and Laboratory services.	100% no Deductible	100% no Deductible	100% no Deductible
Routine Colonoscopy	100% after Deductible	80% after Deductible	60% after Deductible
Routine Mammograms as Follows: <ul style="list-style-type: none"> • One baseline exam between age 35 and age 39; • One annual exam for Covered Persons age 40 or older. 	100% no Deductible	100% no Deductible	100% no Deductible
Routine Physical Exam – Age 2 and Over Limited to a maximum benefit of \$100 per person per Calendar Year; charges that exceed the maximum benefit will not be eligible under the Plan.	100% no Deductible	100% no Deductible	100% no Deductible
Routine X-Ray/Laboratory – Age 2 and Over Limited to a maximum benefit of \$300 per person per Calendar Year; charges in excess of the maximum benefit are not eligible. Covered Charges include but are not limited to pap smears, immunizations (other than HPV or shingles vaccine), PSA tests and mammograms in excess of limits specified under the routine mammogram benefit.	100% no Deductible	100% no Deductible	100% no Deductible

Good Samaritan Plan and Low Deductible Plan			
Covered Services	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Routine Well Child Care – Up to Age 2 Coverage includes routine physical exam, related x-ray and lab charges, and immunizations.	100% no Deductible	100% no Deductible	60% no Deductible
Shingles Vaccine – Covered Persons Age 60 and over	100% no Deductible	100% no Deductible	100% no Deductible
Skilled Nursing Facility Limited to a maximum of 120 days per person per Calendar Year.	100% after Deductible	80% after Deductible	60% after Deductible
Surgery • Hospital Charges • Physician (Surgeon and Anesthesiologist)	100% after Deductible 80% after Deductible	80% after Deductible 80% after Deductible	60% after Deductible 60% after Deductible
Therapy – Occupational, Physical and Speech	80% after Deductible	80% after Deductible	60% after Deductible
Treatment of Mental Health Illness/Substance Abuse:	Benefits are paid in the same manner as any other illness. Please refer to the specific service or supply outlined in this Schedule for the applicable benefit. CCM approval required for inpatient confinements.		
Treatment of Temporomandibular Joint Dysfunction (TMJ): • Surgery Limited to a maximum of \$5,000 per person while covered under this Plan. • Non-Surgical Treatment Limited to a maximum of \$1,000 per person while covered under this Plan.	50% after Deductible 50% after Deductible	50% after Deductible 50% after Deductible	50% after Deductible 50% after Deductible
Overall Maximum Lifetime Benefit for All Benefits: \$2,000,000 per Covered Person for Medical Benefits and Prescription Drug Benefits paid under <u>all Benefit Plan Options</u> offered by the Plan Sponsor which includes any separate lifetime maximum noted in this Schedule of Medical Benefits. The Plan Sponsor's total payment for all benefits under all Benefit Plan Options will not exceed this overall maximum lifetime benefit, whether or not the Covered Person is continuously covered under the Plan. Important Notation: Wherever the word "Lifetime" appears in this Summary Plan Description in reference to benefit maximums and limitations, it is understood to mean "while covered under this Plan." Under no circumstances does "Lifetime" mean "during the lifetime of the Covered Person".			

B.

High Deductible Plan

Calendar Year Deductible			
	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Per Covered Person	\$ 500	\$1,500	\$3,000
Per Family (aggregate)	\$1,000	\$3,000	\$6,000
Coinsurance by Plan			
Unless otherwise noted, the Plan will pay the benefit specified below:			
Good Samaritan Providers	100% after satisfying the Deductible		
PPO Provider:	80% after satisfying the Deductible		
Non-PPO Provider:	60% after satisfying the Deductible		
Coinsurance Limit			
The Coinsurance limit includes the Deductible.			
	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Per Covered Person	\$ 500	\$3,500	\$ 7,000
Per Family (aggregate)	\$1,000	\$7,000	\$14,000
After your Coinsurance equals the above stated amounts per Calendar Year, the Plan will pay 100% of all charges eligible for the Coinsurance limit for the balance of the Calendar Year.			
If a combination of PPO network providers and non-PPO network providers are used, your combined total Deductible and Coinsurance Limit will not exceed the amount shown for non-PPO network providers. In other words, the amount of expense you will pay for both PPO network providers and non-PPO network providers will be combined, and the total will not exceed the amount shown for non-PPO network providers during a Calendar Year.			
Note: Coinsurance for infertility treatment, non-compliance penalties, ineligible charges, charges in excess of Usual and Customary, office visit Copays, drug card Copays and other Copays, do not qualify under the Coinsurance limit provision.			

High Deductible Plan			
Covered Services	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Accident Benefit	100% no Deductible	100% no Deductible	100% no Deductible
Charges Incurred by a Covered Person within 90 days of an Accident for treatment of Injuries sustained in or resulting from an Accident will be covered at 100% (no Deductible) up to a maximum benefit of \$500 per person per Accident. Charges that exceed the maximum benefit will be subject to the Deductible and Coinsurance specified under this Schedule, subject to all Plan provisions.			
Allergy Injections	80% after Deductible	80% after Deductible	60% after Deductible
Ambulance Services	80% after Deductible	80% after Deductible	60% after Deductible

High Deductible Plan			
Covered Services	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Chiropractic Services (other than Diagnostic X-ray and Laboratory) Limited to a maximum benefit of \$2,500 per person per Calendar Year.	80% after Deductible	80% after Deductible	60% after Deductible
Diagnostic X-Ray & Lab - Inpatient/Outpatient Limited to a maximum first dollar benefit of \$300 per person per Calendar Year.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 100% after the Deductible.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 80% after the Deductible.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 60% after the Deductible.
Durable Medical Equipment	80% after Deductible	80% after Deductible	60% after Deductible
Emergency Care (Hospital)	100% after Deductible	80% after Deductible	60% after Deductible
Home Health Care Limited to a maximum of 120 visits per person per Calendar Year.	100% no Deductible	100% no Deductible	100% no Deductible
Hospice Care	100% no Deductible	100% no Deductible	100% no Deductible
Hospital Charges – Inpatient/Outpatient	100% after Deductible	80% after Deductible	60% after Deductible
HPV Vaccine	80% no Deductible	80% no Deductible	60% after Deductible
Infertility Treatment Limited to a maximum benefit of \$15,000 per person while covered under this Plan which includes benefits paid under the Outpatient Prescription Drug Card Benefit.	75% after Deductible; does not apply to the Coinsurance limit	75% after Deductible; does not apply to the Coinsurance limit	75% after Deductible; does not apply to the Coinsurance limit
Newborns			
<ul style="list-style-type: none"> • Well Newborn Well Baby Care during the Hospital confinement immediately following birth for Hospital nursery, in-Hospital doctor visits and circumcision. • Sick Newborn 	100% no Deductible	100% no Deductible	100% no Deductible
	Benefits are provided at the level specified in this Schedule for the type of charge Incurred.		

High Deductible Plan			
Covered Services	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Organ Transplants Limited to a maximum benefit of \$200,000 per person for all transplants while covered under the Plan.	Benefits are paid in the same manner as any other illness, subject to the maximum benefit. Please refer to the specific service or supply outlined in this Schedule for the applicable benefit.		
Orthotics (Custom Molded)	80% after Deductible	80% after Deductible	60% after Deductible
Physician Office Visit – Diagnostic	100% after a \$20 Copay for the office visit charge.	100% after a \$20 Copay for the office visit charge.	60% after Deductible
Physician Services – Other	80% after Deductible	80% after Deductible	60% after Deductible
Pre-Admission Testing Performed on an Outpatient basis within 7 days of a scheduled admission. Benefits are not included in or subject to the \$300 benefit maximum for Diagnostic or Routine X-ray and Laboratory services.	100% no Deductible	100% no Deductible	100% no Deductible
Routine Colonoscopy	100% after Deductible	80% after Deductible	60% after Deductible
Routine Mammograms as Follows: <ul style="list-style-type: none"> • One baseline exam between age 35 and age 39; • One annual exam for Covered Persons age 40 or older. 	100% no Deductible	100% no Deductible	100% no Deductible
Routine Physical Exam – Age 2 and Over Limited to a maximum benefit of \$100 per person per Calendar Year; charges that exceed the maximum benefit will not be eligible under the Plan.	100% no Deductible	100% no Deductible	100% no Deductible
Routine X-Ray/Laboratory – Age 2 and Over Limited to a maximum benefit of \$300 per person per Calendar Year; charges in excess of the maximum benefit are not eligible. Covered Charges include but are not limited to pap smears, immunizations (other than HPV or shingles vaccine), PSA tests and mammograms in excess of limits specified under the routine mammogram benefit.	100% no Deductible	100% no Deductible	100% no Deductible

High Deductible Plan			
Covered Services	Good Samaritan Providers	PPO Providers	Non-PPO Providers
Routine Well Child Care – Up to Age 2 Coverage includes routine physical exam, related x-ray and lab charges, and immunizations.	100% no Deductible	100% no Deductible	60% no Deductible
Shingles Vaccine – Covered Persons Age 60 and over	100% no Deductible	100% no Deductible	100% no Deductible
Skilled Nursing Facility Limited to a maximum of 120 days per person per Calendar Year.	100% after Deductible	80% after Deductible	60% after Deductible
Surgery • Hospital Charges • Physician (Surgeon and Anesthesiologist)	100% after Deductible 80% after Deductible	80% after Deductible 80% after Deductible	60% after Deductible 60% after Deductible
Therapy – Occupational, Physical and Speech	80% after Deductible	80% after Deductible	60% after Deductible
Treatment of Mental Health Illness/Substance Abuse:	Benefits are paid in the same manner as any other illness. Please refer to the specific service or supply outlined in this Schedule for the applicable benefit. CCM approval required for inpatient confinements.		
Treatment of Temporomandibular Joint Dysfunction (TMJ): • Surgery Limited to a maximum of \$5,000 per person while covered under this Plan. • Non-Surgical Treatment Limited to a maximum of \$1,000 per person while covered under this Plan.	50% after Deductible 50% after Deductible	50% after Deductible 50% after Deductible	50% after Deductible 50% after Deductible
Overall Maximum Lifetime Benefit for All Benefits: \$2,000,000 per Covered Person for Medical Benefits and Prescription Drug Benefits paid under <u>all Benefit Plan Options</u> offered by the Plan Sponsor which includes any separate lifetime maximum noted in this Schedule of Medical Benefits. The Plan Sponsor's total payment for all benefits under all Benefit Plan Options will not exceed this overall maximum lifetime benefit, whether or not the Covered Person is continuously covered under the Plan.			
Important Notation: Wherever the word "Lifetime" appears in this Summary Plan Description in reference to benefit maximums and limitations, it is understood to mean " while covered under this Plan. " Under no circumstances does "Lifetime" mean "during the lifetime of the Covered Person".			

C. Retiree Health Plan: Restate the following provisions thereby removing any maximum benefit limitation referenced to such treatment in this Plan; Coinsurance for Covered Expenses will apply to the Coinsurance Limit:

Covered Services	PPO Providers	Non-PPO Providers
Treatment of Mental Health Illness	Benefits are paid in the same manner as any other illness; please refer to the specific service or supply outlined in this Schedule for the applicable benefit.	
Treatment of Substance Abuse	Benefits are paid in the same manner as any other illness; please refer to the specific service or supply outlined in this Schedule for the applicable benefit.	

VI. Section: Schedule of Medical Benefits: Add the following plan option:

VEBA Savings Plan

Calendar Year Deductible		
Per Covered Person		\$2,500
Per Family (aggregate)		\$5,000
<p>A VEBA has been established for the enrolling member through an ING Annuity in his or her name. If you enroll for Single coverage it will be a monthly deposit of \$83.33 (\$1,000 annual) and for a Family it will be a monthly deposit of \$166.66 (\$2,000 annual). Monies that have accumulated can be accessed to offset qualified medical expenses after all Section 125/flexible spending dollars have been exhausted.</p>		
Coinsurance by Plan		
Unless otherwise noted, the Plan will pay the benefit specified below:		
PPO Provider:		80% after satisfying the Deductible
Non-PPO Provider:		60% after satisfying the Deductible
Coinsurance Limit		
The Coinsurance limit includes the Deductible.		
	PPO Providers	Non-PPO Providers
Per Covered Person	\$4,500	\$ 6,500
Per Family (aggregate)	\$9,000	\$13,000
<p>After your Coinsurance equals the above stated amounts per Calendar Year, the Plan will pay 100% of all charges eligible for the Coinsurance limit for the balance of the Calendar Year.</p> <p>If a combination of PPO network providers and non-PPO network providers are used, your combined total Coinsurance Limit will not exceed the amount shown for non-PPO network providers. In other words, the amount of expense you will pay for both PPO network providers and non-PPO network providers will be combined, and the total will not exceed the amount shown for non-PPO network providers during a Calendar Year.</p> <p>Note: Coinsurance for infertility treatment, non-compliance penalties, ineligible charges, charges in excess of Usual and Customary, office visit Copays, drug card Copays and other Copays, do not qualify under the Coinsurance limit provision.</p>		

VEBA Savings Plan		
Covered Services	PPO Providers	Non-PPO Providers
Accident Benefit	100% no Deductible	100% no Deductible
Charges Incurred by a Covered Person within 90 days of an Accident for treatment of Injuries sustained in or resulting from an Accident will be covered at 100% (no Deductible) up to a maximum benefit of \$500 per person per Accident. Charges that exceed the maximum benefit will be subject to the Deductible and Coinsurance specified under this Schedule, subject to all Plan provisions.		
Allergy Injections	80% after Deductible	60% after Deductible
Ambulance Services	80% after Deductible	60% after Deductible
Chiropractic Services (other than Diagnostic X-ray and Laboratory) Limited to a maximum benefit of \$2,500 per person per Calendar Year.	80% after Deductible	60% after Deductible
Diagnostic X-Ray & Lab - Inpatient/Outpatient Limited to a maximum first dollar benefit of \$300 per person per Calendar Year.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 80% after the Deductible.	100% no Deductible up to the maximum benefit. Charges that exceed the maximum will be covered at 60% after the Deductible.
Durable Medical Equipment	80% after Deductible	60% after Deductible
Emergency Care (Hospital)	80% after Deductible	60% after Deductible
Home Health Care Limited to a maximum of 120 visits per person per Calendar Year.	100% no Deductible	100% no Deductible
Hospice Care	100% no Deductible	100% no Deductible
Hospital Charges – Inpatient/Outpatient	80% after Deductible	60% after Deductible
HPV Vaccine	80% no Deductible	60% after Deductible
Infertility Treatment Limited to a maximum benefit of \$15,000 per person while covered under this Plan which includes benefits paid under the Outpatient Prescription Drug Card Benefit.	75% after Deductible; does not apply to the Coinsurance limit	75% after Deductible; does not apply to the Coinsurance limit

VEBA Savings Plan		
Covered Services	PPO Providers	Non-PPO Providers
Newborns: <ul style="list-style-type: none"> • Well Newborn Well Baby Care during the Hospital confinement immediately following birth for Hospital nursery, in-Hospital doctor visits and circumcision. • Sick Newborn 	100% no Deductible	100% no Deductible
	Benefits are provided at the level specified in this Schedule for the type of charge Incurred.	
Organ Transplants Limited to a maximum benefit of \$200,000 per person for all transplants while covered under the Plan.	Benefits are paid in the same manner as any other illness, subject to the maximum benefit. Please refer to the specific service or supply outlined in this Schedule for the applicable benefit.	
Orthotics (Custom Molded)	80% after Deductible	60% after Deductible
Physician Office Visit – Diagnostic	100% after a \$20 Copay for the office visit charge.	60% after Deductible
Physician Services – Other	80% after Deductible	60% after Deductible
Pre-Admission Testing Performed on an Outpatient basis within 7 days of a scheduled admission. Benefits are not included in or subject to the \$300 benefit maximum for Diagnostic or Routine X-ray and Laboratory services.	100% no Deductible	100% no Deductible
Routine Colonoscopy	80% after Deductible	60% after Deductible
Routine Mammograms as Follows: <ul style="list-style-type: none"> • One baseline exam between age 35 and age 39; • One annual exam for Covered Persons age 40 or older. 	100% no Deductible	100% no Deductible
Routine Physical Exam and X-Ray/ Laboratory – Age 2 and Over Limited to a maximum benefit of \$500 per person per Calendar Year; charges in excess of the maximum benefit are not eligible. Covered Charges include but are not limited to routine physical exams, related x-ray and lab charges (including pap smears and PSA tests), immunizations (other than HPV or shingles vaccine) and mammograms in excess of the limits specified under the routine mammogram benefit.	100% no Deductible	60% after Deductible

VEBA Savings Plan		
Covered Services	PPO Providers	Non-PPO Providers
Routine Well Child Care – Up to Age 2 Coverage includes routine physical exam, related x-ray and lab charges, and immunizations.	100% no Deductible	60% after Deductible
Shingles Vaccine – Covered Persons Age 60 and over	100% no Deductible	100% no Deductible
Skilled Nursing Facility Limited to a maximum of 120 days per person per Calendar Year.	80% after Deductible	60% after Deductible
Surgery • Hospital Charges • Physician (Surgeon and Anesthesiologist)	80% after Deductible 80% after Deductible	60% after Deductible 60% after Deductible
Therapy – Occupational, Physical and Speech	80% after Deductible	60% after Deductible
Treatment of Mental Health Illness/ Substance Abuse:	Benefits are paid in the same manner as any other illness. Please refer to the specific service or supply outlined in this Schedule for the applicable benefit. CCM approval required for inpatient confinements.	
Treatment of Temporomandibular Joint Dysfunction (TMJ): • Surgery Limited to a maximum of \$5,000 per person while covered under this Plan. • Non-Surgical Treatment Limited to a maximum of \$1,000 per person while covered under this Plan.	50% after Deductible 50% after Deductible	50% after Deductible 50% after Deductible
Overall Maximum Lifetime Benefit for All Benefits: \$2,000,000 per Covered Person for Medical Benefits and Prescription Drug Benefits paid under <u>all Benefit Plan Options</u> offered by the Plan Sponsor which includes any separate lifetime maximum noted in this Schedule of Medical Benefits. The Plan Sponsor's total payment for all benefits under all Benefit Plan Options will not exceed this overall maximum lifetime benefit, whether or not the Covered Person is continuously covered under the Plan. Important Notation: Wherever the word "Lifetime" appears in this Summary Plan Description in reference to benefit maximums and limitations, it is understood to mean "while covered under this Plan." Under no circumstances does "Lifetime" mean "during the lifetime of the Covered Person".		

VII. Eliminate the section "Exception to the Schedule of Medical Benefits for Out-of-Area Participants".

VIII. To comply with the Health Breach Notification Rule, the Plan is modified as follows:

A. Section: Definitions – Add the following:

Health Breach Notification Rule

"Health Breach Notification Rule" means 16 CFR Part 318.

B. Section: Privacy Standards – Add the following under item 2 “Disclosure of Protected Health Information (‘PHI’) to the Plan Sponsor for Plan Administration Purposes”:

(In order that the Plan Sponsor may receive and use PHI for Plan Administration purposes, the Plan Sponsor agrees to:)

- Notify participants of any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor, or any Business Associate of the Plan Sponsor becomes aware, in accordance with the Health Breach Notification Rule (16 CFR Part 18).
- Notify the Federal Trade Commission of any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor, or any Business Associate of the Plan Sponsor becomes aware, in accordance with the Health Breach Notification Rule (16 CFR Part 18).

C. Section: Security Practices – Add the following under “Disclosure of Electronic Protected Health Information (‘Electronic PHI’) to the Plan Sponsor for Plan Administration Functions”:

(To enable the Plan Sponsor to receive and use Electronic PHI for Plan Administration Functions (as defined in 45 CFR § 164.504(a)), the Plan Sponsor agrees to:)

- Notify participants of any PHI Security Incident of which the Plan Sponsor, or any Business Associate of the Plan Sponsor becomes aware, in accordance with the Health Breach Notification Rule (16 CFR Part 18); and
- Notify the Federal Trade Commission of any PHI Security Incident of which the Plan Sponsor, or any Business Associate of the Plan Sponsor becomes aware, in accordance with the Health Breach Notification Rule (16 CFR Part 18).

IX. Section: General Provisions – Add the following:

GINA

“GINA” means the Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of Genetic Information.

The term “Genetic Information” means, with respect to any individual, information about:

- Such individual’s genetic tests;
- The genetic tests of family members of such individual; and
- The manifestation of a disease or disorder in family members of such individual.

The term Genetic Information includes participating in clinical research involving genetic services.

Genetic tests would include analysis of human DNA, RNA, chromosomes, proteins, or metabolite that detect genotypes, mutations, or chromosomal changes.

This Plan will not discriminate in any manner with its participants on the basis of such Genetic Information.

Accepted for Plan Administrator:

By: _____

Title: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF EXTENSION
BETWEEN THE VILLAGE OF DOWNERS GROVE AND
ADVOCATE HEALTH PARTNERS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a Letter of Extension (the “Agreement”), between the Village of Downers Grove (the “Employer”) and Advocate Health Partners d/b/a Advocate Physician Partners, for and on behalf of Advocate Good Samaritan Hospital, a hospital operating division of Advocate Health and Hospitals Corporation (“Hospital”), extending an agreement for discounts on services rendered at Good Samaritan Hospital in Downers Grove, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:
Attest: _____
Village Clerk

Letter of Extension

THIS Letter of Extension is made and entered into, to become effective as of January 1, 2010 by and between **Advocate Health Partners, d/b/a Advocate Physician Partners, for and on behalf of Advocate Good Samaritan Hospital, a hospital operating division of Advocate Health and Hospitals Corporation** (hereinafter referred to as "Hospital") and Village of Downers Grove (hereinafter referred to as "Employer"):

Whereas, Hospital and Employer entered into a Direct Employer Agreement, dated January 1, 2008, (hereinafter referred to as "Agreement") for a initial period of one (1) year, and:

Whereas, on or about December 31, 2008, the Village Council for the Village of Downers Grove authorized a one (1) year extension to the original 2005 Agreement, and:

Whereas the parties desire to extend the Agreement one last time;

Therefore, it is agreed by and between the parties, pursuant to section 6.01 of the Agreement, to extend the effective period of the Agreement for one (1) year.

All other terms and provisions will remain unchanged.

ACCEPTANCE AND APPROVAL:

Advocate Health Partners
d/b/a Advocate Physician Partners
For and on behalf of Advocate
Good Samaritan Hospital

VILLAGE OF DOWNERS GROVE

By: _____

By: _____

(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____