

DATE:

March 23, 2010

TO:

David Hulseberg Village Manager

FROM:

Kathleen Dunne

Human Resources Administrator

SUBJECT: Resolution on Health Insurance Contracts

The attached resolution provides for new contracts between the Village of Lombard and Blue Cross/Blue Shield of Illinois. These contracts provide for two PPO options, and two HMO choices. The two HMO options are HMO Illinois and Blue Advantage. The new PPO Plus option has the same network as our current PPO, but with a higher deductible. The PPO Plan for non-union will decrease the coinsurance from 80/60 to 90/70. This will minimize cost increases due to employees choosing either of these options.

Health Care Account ("HCA") Plan Benefit Program Application ("BPA")

Employer Group Number(s): P08641

Section Number(s):

Employer Name: Village of Lombard

(Specify the employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be included. AN EMPLOYEE BENEFIT PLAN MAY NOT BE

NAMED)

Employer Identification Number (EIN): 366005975

Address: 255 East Wilson Ave. Phone Number: 630-620-5918

City: Lombard State: IL Zip: 60148

Subsidiaries: n/a

Affiliated Companies: n/a

Administrative Contact: Kathy Dunne Title: Group Administrator

Phone Number: 630-620-5918 FAX: 630-620-8222 Email: dunnek@villageoflombard.org

Plan Administrator: Village of Lomard ERISA Plan Year: n/a

Effective Date of Coverage: 06/01/2010 Anniversary Date: 06/01/2011

SCHEDULE OF ELIGIBILITY

Eligible Person, the Effective Date of termination for a person who ceases to meet the definition of Eligible Person, the Limiting Age for covered unmarried dependent children, the Eligibility Date for a person who becomes an Eligible Person after the Effective Date of the Employer's HCA Plan, HCA Plan enrollment options, and extension of benefits due to Temporary Layoff, Disability or Leave of Absence, shall be as specified under the Employer's HCA Plan.

IMPORTANT TAX NOTE: Please be reminded that Health Reimbursement Arrangements ("HRAs") – referred to herein as Health Care Accounts ("HCAs") – have tax and legal ramifications. I.R.S. Regulations require employers to comply with certain requirements, including those concerning participant eligibility, for HRAs (such as this HCA), particularly if HRA benefits are made available to self-employed individuals. In some circumstances HRA benefits might constitute income to such participants.

Blue Cross and Blue Shield of Illinois is not responsible for ensuring or verifying participant eligibility. Further, Blue Cross and Blue Shield of Illinois does not provide legal or tax advice, and nothing herein, nor in any materials incorporated into this document, should be construed as legal or tax advice. Any tax-related statements in the aforementioned materials are not intended nor written to be used, and cannot be used nor relied on, for the purpose of avoiding tax penalties.

Any tax-related statements, within associated materials, may have been written in connection with the promotion or marketing of the transaction(s) or matter(s) addressed within this and accompanying materials.

Employer should seek advice based on participants' particular circumstances from an independent tax advisor regarding the tax consequences of specific health insurance plans or products.

☐ Health Care Account (HCA) ☐ BlueEdge HCA ☐ BlueEdge Direct HCA ☐ BlueEdge Wel	liness Rewards HCA
☐ BlueEdge Vitality HCA ☐ BlueEdge FSAFirst ☐ BlueEdge Lim	nited Purpose HCA
HCA Account Structure	<u>INGONEAL DOSERNOSAS A</u>
Employee Yes 🛛 No 🗌	
Employee + Spouse Yes No 🗵	
Employee + Child(ren) Yes 🗌 No 🔯	
Family Yes No	
Employee + 1 Dependent Yes No 🗵	
Employee + 2 or more Dependents Yes No No	
Employer HCA Contribution Amounts: If funding is through incentives only, contributed to the last through incentive to the last through th	ribution amounts
should remain blank. Please then check the box for incentives below. Employee \$500	
Employee + Spouse \$n/a	
Employee + Child(ren)	
Family \$1,000	
Employee + 1 Dependent \$n/a	
Employee + 2 or more Dependents \$n/a	
Direct HCA Only: Self Pay-Corridor	
Employee \$n/a	
Employee + Spouse \$n/a	
Employee + Child(ren) \$n/a	
Family \$n/a	
Employee + 1 Dependent \$n/a Employee + 2 or more Dependents \$n/a	
HCA Maximum- HCA balance for contributions cannot exceed listed dollar amount	
Employee \$1,000	1
Employee + Spouse \$n/a	
Employee + Child(ren) \$n/a	
Family \$2,000	
Employee + 1 Dependent \$n/a	
Employee + 2 or more Dependents \$n/a	
HCA Roll Over Amount:	
(The amount of participant's balance to be carried forward to the next 12-month plan period.)	
□ 0% □ <u>%</u>	}
HCA Proration:	
(Applies to initial funding, new membership and changes in coverage from single to family or family to single)	
	one
HCA Contribution Frequency Options:	
(Note: contribution frequency for variable contributions must match HCA proration. The HCA contribution freque	ncy selected by the
employer could be monthly, quarterly, and semi-annual in addition to current annual basis.	The default HCA
funding benefit frequency will remain annual. This means that each month, quarter or semi-	
portion of the contribution is available to the participants and only that portion. The portion according to selection if it is monthly, quarterly or semi-annual, up to the full contribution a	
according to selection in it is monthly, quarterly of self-amitial, up to the full contribution a	iniount.)
⊠Yes (if yes, select frequency below) ☐ No	
Annual Quarterly	Monthly
Incentive applied to HCA Yes No 🖂	
If yes, then please fill out the incentives on the Matrix.	
Additional Spending Accounts paired with the product Yes No If yes, then another completed for each additional spending account.	BPA must be
completed for each additional spending account. Do you have an existing HCA (HRA) that will require a credit of ending HCA balances?	Yes 🛛 No
Do you have an existing from trivial must am reduite a credit of circuit from paralless.	I CO MINO

Please indicate the date of the prior carrier cre	edit: n/a				
HCA Account Yearly Claims payment options:					
years. Current year contribution amounts vare available for that prior year's claims.	r may use current year contribution or rollover dollars from previous vill not be available for the prior year claims; only the rollover dollars are available for claims incurred in any year.				
By signing below, Employer acknowledges and	agrees as follows:				
 Employer has reviewed and hereby accepts the benefits and other specifications, terms and conditions set out in the HCA Benefit Program Application and other applicable documentation (e.g., Group Administration Document (GAD) or the Matrix, etc.); Employer understands and agrees that the HCA is an employer-sponsored benefit plan and that, even though the HCA is offered as a companion to the Employer's medical benefit plan, the HCA itself is a health and welfare benefit plan under ERISA or similar federal or state employee benefit laws; Employer acknowledges and agrees that Employer is solely responsible for the creation, funding and maintenance of the HCA plan, including obligations under ERISA or similar federal or state employee benefit laws and that Blue Cross and Blue Shield of Illinois as the HCA Administrator provides only HCA administrative services for the Employer-established HCA Plan; Employer agrees that this HCA Benefit Program Application and the HCA Administrative Services Agreement ("HCA ASA" or "Agreement") and any exhibits, attachments, or amendments thereto constitute the entire agreement between the Employer and Blue Cross and Blue Shield of Illinois, serving as the HCA Administrator. 					
ADDITIONAL PROVISIONS: New HCA Plan added 6/1/2010					
Nancy Chaidez	William Marchan				
Sales Representative	Signature of Employer's Authorized Purchaser				
Date	Title 4/1/2010				
BCBSIL	W/1 /ania				
Address	Date				
822 630-824-5406					
District Phone No.					
312-938-4576					
FAX No.					
Tom Schaffler					
Producer Representative					
Lockton Companies, LLC					
Producer Firm					
Chicago					
Producer Address					
312-669-6704					
Producer Phone & FAX Numbers					

Producer email Address

203354970 Tax I.D. No.



BENEFIT PROGRAM APPLICATION ("BPA")

(Applicable to Unified 151-Plus Insured Group Accounts)
(All items are applicable to the HMO plan and the Non-HMO plan unless otherwise specified.)

Employer Account Number:		206522			
HMO Illinois Employer Group Number(s):		H56789			
HMO Illinois Section Number(s):	,	0100, 0200, 0300, (0400 0500	0600 8888 8889	
BlueAdvantage® HMO Employer (Group Number(s):	B56789	0-100, 0000,	0000, 0000, 0000	
BlueAdvantage® HMO Section Nur	' '	0100, 0200, 0300, 0	0400, 0500,	0600, 8888, 8889	
Non-HMO Plan Employer Group N	umber(s):	P06522 (Union Pla	n), P08644 N	IEW (NonUnion Plan),	
		P08641 NEW (HCA	<u>(Plan)</u>		
Non-HMO Plan Section Number(s)	i:			0300 (union), 0400 obra union), 8888 (cobra	
Employer Name: VILLAGE OF LO	MRARD	<u>non-union)</u>			
(Specify the employe	r, the employee trust or th	ne association applying for co AN <i>MAY NOT</i> BE NAMED)	verage. List subsi	diary or affiliated companies to be	
Address: 255 EAST WILSON		City: LOMBARD	State: I	<u>L</u> Zip Code: <u>6</u> 0148	
Billing Address (if different from above)	: SAME C	 Dity:		Zip Code:	
Employer Identification Number ("E		· ——	_		
Subsidiaries: n/a	•				
Affiliated Companies: n/a					
(If Affiliated Companies to be covered a Companies" must be completed, signed	are listed above, a sepa d by the Employer's au	arate "Addendum to the Be thorized representative, ar	enefit Program A	Application Regarding Affiliated his BPA.)	
Administrative Contact:	Phone: <u>630-620-59</u>			Email:	
KATHY DUNNE				dunnek@villageoflombard.c	
Blue Access for Employers (BAE) (Contact: KATHY DU	NNE			
(The BAE Contact is the employee of the	ne account authorized!	by the Employer to access	and maintain it	s account via BAE)	
Title: GROUP AMINISTRATOR	Phone: 630-620-59	18 Fax: 630-620-	8222	Email:	
				dunnek@villageoflombard.c	
Policy Effective Date: 06/01/2010	Policy	/ Anniversary Date: <u>06/</u>	<u>01/2011</u>		
ERISA Plan: 🗌 Yes 🖾 No	If Yes	s, specify ERISA Plan Ye	ear:		
ERISA Plan Administrator: n/a					
ERISA Plan Administrator's Addres	s: <u>n/a</u>				
City:	State:		Zip Code:		
ERISA Plan Administrator's Email:	<u>n/a</u>				
ELIGIBILITY					
Eligible Person means: (For the	e HMO plan, an eligi	ble person must reside	in the Service	Area of a Participating IPA)	
A full-time employee of the		parasit illust tooldo		, or a randopating if A	
	•	(name of union or s	annintian\		
A full-time employee who			·		
Other (please specify):	AActive elected o	fficials who pay the f	ully applicabl	e payment with no Village	

contribution per Village Board Policy 98-3. Retirees per IMRF guidelines.

	Full-Time Employee means:
	\boxtimes A person who is regularly scheduled to work a minimum of <u>40</u> hours per week and who is on the permanent payroll of the Employer.
	Other (please specify):
	An Eligible Person may also include a retiree of the Employer. Please specify: <u>PER IMRF GUIDELINES.</u>
2.	Domestic Partner Coverage: ☐ Yes ☒ No
	If yes, a Domestic Partner, as defined in the Policy, shall be considered eligible for coverage. The Policyholder is responsible for providing notice of possible tax implications to those Insureds with Domestic Partner coverage.
	Domestic Partner Coverage Continuation (only available if Domestic Partners are covered) 🔲 Yes 🔃 No
3.	Limiting Age for covered unmarried children is:
	twenty-six (26) years; thirty (30) years if eligible military personnel as described in the Certificate Booklet.
	years; years if eligible military personnel as described in the Certificate Booklet.
	(The minimum allowable ages for this option are 26; 30 if eligible military personnel)
	years if a full-time student.
	(The minimum allowable ages for this option are 26; 30 if eligible military personnel)
	For Non-HMO plans, coverage will terminate at the end of the period for which premium has been accepted.
	For HMO plans, coverage will terminate at the end of the following period for which premium has been accepted:
	☐ The month in which the Limiting Age is reached.
	☐ The year in which the Limiting Age is reached.
	However, coverage shall be extended due to a leave of absence in accordance with any applicable federal or state law.
4.	Eligibility Date for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan:
	☐ The date of employment.
	☐ The day of employment.
	☐ The day of the month following month(s) or days of employment.
	☐ The day of the month following the date of employment.
	Other (please specify):
	For the HMO plan: A full month's premium will be charged for the first month of coverage for those employees whose Coverage Dates fall between the first and fifteenth day of the Premium period. No premium will be charged for the first month of coverage for those employees whose Coverage Dates fall between the sixteenth day and the end of the Premium Period.
5.	Special Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a Special Enrollment event if he/she did not apply prior to his/her Eligibility Date or when eligible to do so. Such person's Coverage Date, Family Coverage Date, and /or dependent's Coverage Date will be effective on the date of the Special Enrollment event or, in the event of Special Enrollment due to termination of previous coverage, the date of application for coverage.
	Annual Open Encollment: Specify Annual Open Encollment Region MAY SOR A HINE 1ST EFFECTIVE DATE. An

Annual Open Enrollment: Specify Annual Open Enrollment Period: MAY FOR A JUNE 1° EFFECTIVE DATE. An Eligible Person may apply for coverage, Family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Annual Open Enrollment Period. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC") and the Employer. Such date shall be subsequent to the annual open enrollment period.

6.	For Per	r the HMO plan: The Effective Date of Termination for a person who ceases to meet the definition of an Eligible rson:
		The date such person ceases to meet the definition of Eligible Person.
	\boxtimes	·
		Other (please specify):
		Canar (produce opening).
7.	Ext	ension of benefits due to Temporary Layoff, Disability or Leave of Absence:
	Te	mporary Layoff: <u>0</u> days Disability: <u>0</u> days Leave of Absence: <u>0</u> days
		Other: (please specify):
	(Hi	owever, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable leral or state law.)
8.	For	the HMO Plan:
	To	tal Number of Employees (Please indicate the total number of actual employees, not enrollees):
		the Employer: <u>289</u> Illinois employees: <u>289</u> National employees: 0
FU	NDII	NG ARRANGEMENT
	_	Standard Premium – Prospective
ет		ARD PREMIUM INFORMATION:
31,		
	(a)	Premium Period:
	COV	The first day of each calendar month through the last day of each calendar month. (This option applies to all erages if the Employer has BlueCare® Dental HMO coverage.)
		The day of each calendar month through the day of the next calendar month. (This option is not
	ava	ilable for any coverage if the Employer has BlueCare Dental HMO coverage.)
	(h)	Employer contribution:
	(6)	For the HMO Plan:
		HMO Illinois: % of the Individual Coverage Premium and % of Family Coverage Premium
		BlueAdvantage® HMO:% of the Individual Coverage Premium and% of the Family Coverage Premium.
		Other (please specify): both HMOI & BAHMO = 90-93% for single coverage, and 80-90% for families
		For the Non-HMO Plan: 100% of the Individual Coverage Premium and an amount equal to 100% of the Individual Coverage
		Premium will be contributed toward the Family Coverage Premium.
		90% of the Individual Coverage Premium and 70% of the Family Coverage Premium.
	(c)	Other (please specify): For the Non-HMO Plan:
	(0)	It is understood that no Policy will be issued or renewed on a contributory basis unless at least 75% of the
		Eligible Persons and, for Family Coverage, <u>75</u> % of the Eligible Persons with eligible dependents have enrolled for coverage.
		to soverage.

		NDARD PREI ☑ Yes	□No				
	För Internal Use Only BlueStar Ben Agree# 0005 HMO Illinois H56789	Use Only- BlueStar Ben:Agree# 0007 Blue Advantage*	Use Only Blue Star. Ben: Agree# 0006: PPO Non-HMO Health Coverage:	For Internal Use Only BlueStar Ben Agree#: 0012 PPO Non-HMO Health Coverage:	For Internal Use Only - Blue Star Ben. Agree# 0013 HCA Non-HMO Dental Coverage:	Total	
	ALLEE	<u>B56789</u> <u>ALL EE</u>	<u>P06522</u> <u>UNION</u>	P08644 NONUNION	HGA Medical Plan P08641 ALL-EE		
1. Employee only:	\$512.79	\$460.76	\$569.51	\$555.27	\$489.78	\$	
Employee plus one dependent:	\$	\$	\$	\$	\$	\$	
Employee plus two or more dependents:	\$	\$	\$	\$	\$	\$	
4. Employee plus Spouse:	\$	\$	\$	\$	\$	\$	
5. Employee plus Child(ren):	\$	\$	\$	\$	\$	\$	
Employee plus Family / Family:	\$1407.10	\$1266.80	\$1615.08	\$1574.71	\$1388.98	\$	
7. Other:	\$	\$	\$	\$	\$318.37 Medicare Single \$636.73 Medicare Family	\$	
Single Tier Rate structure - Complete item 1.							
Two Tier Rate structure - Complete items 1. and 6.							
Three Tier Rate structure - Complete items 1., 2., and 3.							
Four Tier Rate Structure - Complete items 1., 4., 5., and 6.							
Barriera - Charles - Charles - Carlos -		' in any rate field					
Me	dicare Eligible	Rates (When H	CSC is Second	dary Payer)			
Single Coverage: \$512.79 \$460.76 \$370.19 \$360.94 \$							
Family Coverage: \$1025.57 \$921.50 \$740.39 \$721.87 \$							

,柳鹤感情,这就是在这种,自我是自我的问题,但这种特殊的一种自己的人,也不是一种人的人,也不是一个一种的一种。	COST PLUS PROG ☑ Yes	Standard Handell and the second					
Service Charges: For the HMO Plan:		<u> </u>	西島 Pile North Telescope				
 a) Service Charges for Claim Payments: HMO Illinois:% of Claim Payments; or \$ per Enrollee per month for health Claim Payments BlueAdvantage® HMO:% of Claim Payments; or \$ per Enrollee per month for health Claim Payments 							
 b) Physician's Services Fees: HMO Illinois: \$ per month per single Enrollee; or \$ per Month per Enrollee with one or more dependents. BlueAdvantage® HMO: \$ Per month per single Enrollee; or \$ Per Month per Enrollee with one or more dependents. 							
For the Non-HMO Plan: % of Net Claim Payments or \$ p Applies to all coverage(s)	er employee per mon	ıth.					
Different percentage(s) or amount(s) for the for Coverage:% of Claim Part	ayments or \$ pe	er employee per month	elow:				
Blue Care Connection® ("BCC") (For the Non	ı-HMO Plan):						
BCC Program (may select one): ☐ Blue Care Advisor ☐ Please refer to Additional Provisions	for	er covered employee per in a covered employee per in a continuity and in the properties. If in the Service Charges.					
Blue Care Custom		_					
Health Dialog (may select one) Health Coach Line (In bound) Health Coach Line (In and out bound) Health Coach Line (With Disease Management) Not applicable American Healthways (may select one) Package A Package B Package C Not applicable							
American Healthways Program Fees	, per participating Cov	vered Person per month:	<u>:</u>				
Conditions:	Package A - Fees	Package B - Fees	Package C - Fees				
Diabetes: Chronic Heart Disease: Chronic Obstructive Pulmonary Disease Asthma: Impact Conditions:	\$ \$ \$ \$	\$ \$ \$ Not Applicable	\$ \$ Not Applicable Not Applicable Not Applicable				
Payment Method: Transfer Payment	☐ Post Paymen	ıt	I				
If Transfer Payment, Method of Transfer	er Payment:		O - /-1				
☐ Wire Transfer ☐ Draft Payment Period:	L Electronic	Fund Transfer	ther (please specify):				
☐ Daily ☐ Weekly ☐ Bi-Week	ly 🔲 Monthly	Other (please spec	cify):				

Claim Settlement Period:				
If Transfer Payment, Tentative Final Settlement Period: Transfer Payments to be made for the following time period after termination: ☐ 3 months ☐ 6 months ☐ 9 months ☐ 12 months ☐ Other (please specify):				
For Cost Plus plans, Effective Date of Termination for a person who ceases to meet the definition of Eligible Person: The date such person ceases to meet the definition of Eligible Person. The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person. Other (please specify):				
Prescription Drug Rebate: \$ per Covered Employee per month or, for the HMO Plan, per Enrollee per month is the guaranteed Prescription Drug Rebate savings reflected as a Prescription Drug Rebate credit.				
FOR NON-HMO COST-PLUS PROGRAMS ONLY: PLAN PROVIDER ACCESS FEE(S) Yes □ No				
Group Number(s):				
☐% of ADP Savings:%				
S Per Employee per Month: \$				
Please complete for groups with multiple products (for example, Comprehensive Major Medical and PPO) with separate access fees: Group Number(s):				
☐% of ADP Savings:%				
S Per Employee per Month: \$				

The undersigned representative is authorized and responsible for purchasing insurance on behalf of the Employer, has provided the information requested in this Benefit Program Application ("BPA") and, on behalf of the Employer, offers to purchase the benefit program as outlined in the Request For Proposal ("RFP") or, in the case of an HMO Plan, the proposal document submitted to the Employer by the Sales Representative. Any changes to the RFP are specified below. It is understood and agreed that the actual terms and conditions of the benefit program are those contained in the Policy. This BPA is subject to acceptance by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Policy to the Employer and this BPA shall be incorporated and made a part of the Policy. Upon acceptance of this BPA and issuance of the Policy, the Employer shall be referred to as the Policyholder. In the event of any conflict between the RFP and the Policy, the provisions of the Policy shall prevail.

The undersigned representative acknowledges that any broker/producer is acting on behalf of the Employer for purposes of purchasing the Employer's insurance, and that if HCSC accepts this BPA and issues a Policy to the Employer, HCSC may pay the Employer's broker/producer a commission and/or other compensation in connection with the issuance of such Policy. The undersigned representative further acknowledges that if the Employer desires additional information regarding any commissions or other compensation paid the broker/producer by HCSC in connection with the issuance of a Policy, the Employer should contact its broker/producer.

The undersigned representative acknowledges that the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") establishes certain requirements for employee welfare benefit plans. As defined in Section 3 of ERISA, the term "employee welfare benefit plan" includes any plan, fund or program which is established or maintained by an employer or by an employee organization, or by both, to the extent that such plan, fund or program was established or is maintained for the purpose of providing for its participants or their beneficiaries, through the purchase of insurance or otherwise, medical, surgical or hospital benefits, or benefits in the event of sickness, accident or disability. The undersigned representative further acknowledges that: (i) an employee welfare benefit plan must be established and maintained through a separate plan document which may include the terms hereof or incorporate the terms hereof by reference, and that (ii) an employee welfare benefit plan document may provide for the allocation or delegation of responsibilities thereunder. However, notwithstanding anything contained in the employee welfare benefit plan document of the Employer (or any group member if the group is an association), the Employer agrees that no allocation or delegation of any fiduciary or nonfiduciary responsibilities under the employee welfare benefit plan of the Employer (or, for Non-HMO Plans, any group member if the group is an association) is effective with respect to or accepted by HCSC except to the extent specifically provided and accepted in this BPA or the Policy or otherwise accepted in writing by HCSC.

OTHER PROVISIONS: (a) Reimbursement Provision for the HMO Plan: It is understood and agreed that in the event HCSC makes a recovery on a third-party liability claim, HCSC will deduct 25% of the net recovery from the amount credited to the group's experience after attorneys' fees, if any, have been paid. Reimbursement Provision for the Non-HMO Plan: It is understood and agreed that in the event HCSC makes a recovery on a third-party liability claim, If yes: HCSC will retain 25% of the net recovery (under cost-plus funding) or deduct 25% of the net recovery from the amount credited to the group's experience (under premium funding) after attorneys' fees, if any, have been paid. (b) Certificate of Creditable Coverage: ☐ No It is understood and agreed that HCSC will issue a Certificate of Creditable Coverage consistent with If yes: the requirements under the Health Insurance Portability and Accountability Act of 1996. The Certificate of Creditable Coverage shall be based upon coverage under the Plan during the term of the Policy and information provided to HCSC by the Employer. If no: The Certificate of Creditable Coverage Release and Indemnification letter is attached to this BPA and made part of the Policy. (c) BlueCare® Dental HMO Coverage purchased: Yes No (If yes, complete separate application.) (d) No (If yes, complete separate application.) (e) Excess Loss Coverage purchased: Yes No (If yes, complete separate application.)

Covered Persons in accordance with the provisions of the Policy.

(g) For the Non-HMO Plan: Electronic Issuance: The Policyholder consents to receive, via an electronic file or access to an electronic file, a Certificate Booklet provided by HCSC to the Policyholder for delivery to each Insured. The Policyholder further agrees that it is solely responsible for providing each Insured access, via the internet, intranet or otherwise, to the most current version of any electronic file provided by HCSC to the Policyholder and, upon the Insured's request, a paper copy of the Certificate Booklet.

The undersigned representative authorizes provision of alternative benefits for services rendered to

(h) Massachusetts Health Care Reform Act: Notwithstanding anything to the contrary in this BPA, with respect to the Employer's employees who live in Massachusetts (if any) the Employer represents that it offers the health insurance benefits provided for herein to all full-time employees, and the Employer will not make a smaller premium contribution percentage to a full-time employee living in Massachusetts than to any other full-time employee living in Massachusetts who receives an equal or greater total hourly or annual salary. For purposes of this representation, a "full-time employee" is defined by Massachusetts law, generally an employee who is scheduled or expected to work at least the equivalent of an average of thirty-five (35) hours per week.

ADDITIONAL PROVISIONS: Renewal Effective 6/1/2010

For the Non-HMO Plan: Case Management:

If Yes:

Yes □ No

PPO Plan P06522: this will only be offered to UNION employees, includes sections 0200 (union), 0300 (union), 0400 (union), and 8880 (cobra union)

Add New PPO Plan P08644 BA#0012: this plan will only be offered to NON-UNION members, includes sections 0100 (non-union), 0500 (retirees), and 8888 (cobra non-union). This plan will mapped from P06522 with the exception of the coinsurance. Coinsurance changes from 90/70 to 80/60.

Add HCA Plan P08641 BA#0013: this plan will be offered to all employees. The coinsurance is 90/70 with a \$1,000 deductible. Refer to HCA BPA for HCA funding provisons.

Nested HMO Plans: this plan will be offerd to all employees. No plan chagnes with the exception of the mandated Federal and State laws.

(f)

The following legislative changes apply to all medical plans.

Federal Legislative Changes - Effective 6/1/2010

Mental Health Parity and Addiction Equity Act

This group must comply with the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008. The group health plans are required to provide mental health or substance use disorder benefits that have similar deductibles, copays and day/visit limits as medical and surgical benefits.

Michelle's Law

The group health plans must allow college students insured under their parent's policies to remain covered if they are required to take a medical leave of absence from school for up to 12 months.

State Legislative Changes - Effective 6/1/2010

Enhance coverage per state mandate PA 95-1045 for coverage of in network routine mammograms and breast ultrasounds by requiring that these services be provided at no cost to the insured and not be applied to an annual maximum benefit or lifetime maximum, unless performed by an out-of-network provider.

Add coverage for Illinois Mandate – Eating Disorder Treatment (Anorexia Nervosa and Bulimia Nervosa). The new Public Act changes the definition of "Serious Mental Illness" (SMI) to include Anorexia Nervosa and Bulimia Nervosa.

Plan already includes coverage for Marriage and Family Therapists. Illinois Mandate requires coverage of treatment for mental, emotional and nervous disorders by a licensed marriage and family therapist.

Habilitative Services for Children - Effective April 7, 2009, health plans are required to cover the habilitative services for individuals under age 19 prescribed by a physician pursuant to a treatment plan to enhance the ability of a child to function with a congenital, genetic or early acquired disorder.

Additional Provisions are specified in the Exhibit attached hereto and made a part of this BPA.					
	·				
·					
Nancy Chaidez	William Manch				
Sales Representative	Signature of Authorized Purchaser				
822	VILLAGE PRESIDENT				
District	Title				
Tom Schaffler 312-669-6704	Title VILLENCE PRESIDENT Title 4/1/2010				
Producer Representative	Date				
Lockton Companies, LLC	Barbara A Delus our				
Producer Firm	Witness				
Chicago, IL					
Producer Address	\$ Amount Submitted				
203354970					
Producer Tax I.D. No.					
UNDERWRITING	G USE ONLY				
Date BPA approved:	· · · · · · · · · · · · · · · · · · ·				
Signature of Underwriter					
	·				

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than 30 nor more than 60 days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least 20 days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

Group No.:	H56789 B56789 P06522 P08644 P08641	Print Signer's Name Here	
		Signature and Title	
Group Name:	Village of Lomard		
Address:	255 East Wilson Avenue		
City:	Lomard	State: IL Zip Code: 60148	
Dated this		Month Year	