

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF EXTENSION TO AN AGREEMENT 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 certain Letter of Extension (the "Agreement"), 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 ("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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.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, 2007 by and between **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"):

Whereas, Hospital and Employer entered into a Direct Employer Agreement, dated January 1, 2005, (hereinafter referred to as "Agreement") for a initial period of one (1) year, and:

Whereas, on or about December 21, 2005, 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
For and on behalf of Advocate
Good Samaritan Hospital

VILLAGE OF DOWNERS GROVE

By: _____

By: _____

(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____

DIRECT EMPLOYER AGREEMENT

THIS EMPLOYER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into, to become effective as of January 1, 2005 by and between **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"):

PREAMBLE/PURPOSES

WHEREAS, Employer maintains an employee welfare and benefit plan, one of the purposes of which is to arrange for the provision of cost-effective Health Care Services and Benefits for Beneficiaries of such plan (as hereinafter defined the "Plan"); and

WHEREAS, Hospital is engaged in the provision of health care services and is prepared to provide such services to employees of Employer on the terms and conditions of this Agreement; and

WHEREAS, Employer desires to have Hospital provide Health Care Services and Benefits to Beneficiaries of Employer's employee welfare and benefit plan.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, it is agreed by and between the parties hereto as follows:

I. DEFINITIONS

1.01 **Beneficiary** is a person as defined in the applicable Beneficiary Agreement and who may be entitled to Health Care Services or Benefits.

1.02 **Beneficiary Agreement** is the document(s) describing the Employer's employee welfare and health benefit plan, as amended from time to time by Employer.

1.03 **Claims Administrator** is the organization with which Employer has contracted to administer and process claims made against the employee welfare and health benefit plan on behalf of Beneficiary

1.04 Copayments, Coinsurance and Deductibles means those payments which may be collected directly by Hospital from Beneficiary pursuant to the terms of the Beneficiary Agreement.

1.05 Covered Services means those services provided to Beneficiary by Hospital pursuant to the terms of this Agreement, including those services which the Employer is required to provide to Beneficiaries. Such Covered Services shall comprise all of the services, facilities and equipment available at Hospital as of the date of full execution of this Agreement.

1.06 Health Care Services and Benefits are any and all health care services or benefits for such services provided to a Beneficiary pursuant to this Agreement, and within the terms of the Beneficiary Agreement.

1.07 Medically Necessary or Medical Necessity means services or supplies which under the terms and conditions of this Agreement, are determined to be:

(1) Appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition of Beneficiaries; and

(2) Provided for the diagnosis or direct care and treatment of the medical condition of Beneficiaries; and

(3) Within evidence based on accepted standards of hospital and medical practice within the U.S.

1.08 Non-Covered Services means services to which Beneficiaries are not entitled under the Beneficiary Agreement, including but not limited to services which are not authorized by the Plan's Utilization Review program, as in effect from time to time, or services, facilities, or equipment not available at Hospital as of the date of this Agreement.

1.09 Participating Providers means those hospitals, and other health care providers who have authorized Hospital to contract on their behalf with employer in accordance with the terms of this Agreement; such Participating Providers are identified in Exhibit A, attached hereto and incorporated herein.

1.10 Physician means a primary care or specialist physician who is a member of the medical staff of Hospital.

1.11 Primary Beneficiary shall mean:

(a) with respect to a fully or partially self-insured employer, an employee or retiree (for whom Employer's employee welfare and benefit plan provides primary coverage) covered under the self-insured group health plan;

(b) with respect to an insurance carrier, an insured (for whom Employer's employee welfare and benefit plan provides primary coverage) covered under an individual or group health policy issued by the carrier to a policyholder.

1.12 Reimbursement Amounts are the amounts payable for Health Care Services or Benefits provided to a Beneficiary pursuant to this Employer Agreement. Such Reimbursement Amounts shall be established by Hospital and Employer, and are set forth in Exhibit B, which is attached hereto and incorporated herein.

II. PURPOSE

The purpose of this Agreement is to allow Beneficiaries to access an optional program for the provision of certain Health Care Services and Benefits which includes the utilization of Hospital, and for which provision of services Employer, as sponsor of an employee welfare and benefit plan, is ultimately responsible for payment in accordance with the terms of this Agreement.

III. COVENANTS OF EMPLOYER

3.01 Welfare and Health Benefit Plan Requirements. Employer shall:

(a) comply, or shall direct its Claims Administrator to comply, with the Employer's employee welfare and health benefit plan requirements outlined herein and in Exhibit C which is attached hereto and incorporated herein:

(b) comply, or shall direct its Claims Administrator to comply, with utilization review, quality assurance and data collection and distribution procedures agreed upon in writing between Hospital and Employer.

- (c) comply, or shall direct Plan Sponsor to comply, with the Beneficiary Agreement requirements set forth in 3.03 below.

3.02 Utilization Review. To the extent that Employer sponsors or subscribers to a service which certifies Health Care Services and Benefits as to Medical Necessity and length of stay, Hospital agrees to reasonably cooperate in the implementation of Employer's Utilization Review and Quality Assurance Programs in accordance with Hospital's Utilization Review Program and policies. All access to patients or records will be in accordance with procedures required by law and Hospital rules and regulations.

3.03 Beneficiary Agreement. Employer's Beneficiary Agreement shall be sufficient, in the opinion of Hospital, to:

- (a) describe the relationship between Employer, and Hospital, and any other Employer-selected plan aspects such as utilization review, second surgical opinion and others;
- (b) identify Hospital and explain to the Beneficiary that the Hospital has contracted with Employer, as part of a managed care program that is designed to assist in the Employer's efforts to manage the use of Health Care Services and Benefits by Beneficiaries;
- (c) explain the differences between the use of Hospital and other Health Care Services and Benefit providers in terms of its financial impact and other variables on the Beneficiary and the Employer.

The purpose of these Beneficiary Agreement inclusions is to educate the Beneficiaries as to allow them to make informed choices as to their exercise of options under Employer's employee welfare and health benefit plan. Employer shall provide to Hospital evidence of continuing compliance with the requirements of this Paragraph.

3.04 Identification. Employer agrees to identify, or direct Claims Administrator to identify, on health plan cards, periodic eligibility lists or by any other appropriate means, Beneficiaries entitled to Health Care Services and Benefits under Employer's employee welfare and benefit plan. Any such

identification shall be approved by Hospital. Employer agrees to ensure that identification cards are retained only by those individuals who are current Beneficiaries.

3.05 Reimbursement Schedule. Employer agrees to reimburse, or direct its Claims Administrator to reimburse, the Hospital according to the applicable Reimbursement Amounts specified in Exhibit B. Payment due from Employer including any Copayment or Deductibles due from each Beneficiary shall constitute payment in full for Health Care Services and Benefits covered under the Beneficiary Agreement. However, Hospital is entitled to seek payment from Beneficiary for Health Care Services and Benefits rendered when payment has not been received in accordance with the terms of this Agreement or for services provided which are not covered under the Beneficiary Agreement. Hospital shall submit claims on Form UB-92, sample form attached as Exhibit D..

3.06 Coordination of Benefits Hospital and Employer agree to cooperate in coordination of benefit activities. Should the Plan be the primary payor, the agreed upon payment rates provided for pursuant to Exhibit B of this Agreement shall be paid to Hospital per the Beneficiary Agreement. If Plan is the secondary payor and reimbursement from the primary payor is less than total billed charges, the Plan, through its Claims Administrator, shall reimburse Hospital for the balance of total billed charges per the Beneficiary Agreement.

3.07 Direct Payment. Employer agrees that the amounts due to the Hospital under the Beneficiary Agreement and pursuant to this Agreement (excluding Copayments or Deductibles) shall be remitted directly to Hospital or as Hospital shall otherwise define.

3.08 Time for Claims Payment Employer agrees to pay, or direct its Claims Administrator to pay, Hospital within thirty (30) calendar days of receipt of claims that are accurate, complete, and ready for processing. Failure to pay claims within such time period shall be treated as a waiver by Employer of a right to payment at the rates set forth in this Agreement and Hospital shall be entitled to receive its usual and customary charges. Hospitals may submit an interim bill and Employer through the Claims Administrator, shall pay Hospital for said interim bill for Covered Services in excess of \$50,000.00 for any one Beneficiary, or in the event hospital stay exceeds thirty (30) days or in the event the Beneficiary

is receiving serial outpatient care. Notwithstanding Employer's responsibility under this Section, while Employer does not anticipate frequent claim audit practices, in those instances where audit of a claim is warranted, Employer shall pay 90% of the Reimbursement Amounts upon receipt of the claim form and shall withhold 10% of the Reimbursement Amount until completion of the audit process. No audit shall continue beyond thirty (30) days from the date of receipt of the claim by Employer without sufficient written justification being provided to Hospital. Employer shall reimburse Hospital for any costs related to participating in such audit or the provision of medical records.

3.09 Explanation of Benefits. Employer agrees to issue, or direct its Claims Administrator or other agent to issue, an explanation of benefits ("EOB") to Hospital and Beneficiary for each claim and to identify the benefit to the Beneficiary of choosing Hospital and the applicable discount or savings on the EOB.

3.10 Verification of Eligibility and Coverage. Employer agrees to verify, or direct its Claims Administrator to verify, Beneficiary eligibility and coverage immediately and no later than one (1) working day of inquiry by Hospital. For inpatient admissions, Hospital shall verify the Beneficiary's eligibility under the Plan within forty-eight (48) hours of admission or by the end of two working days if the services are provided or the Beneficiary is admitted on a weekend or holiday. Hospital shall verify authorization from the Employer, or its designee, for each Beneficiary by telephoning the Employer, or its designee, as established by the Plan's policies communicated to Hospital. In the event notice of eligibility is given erroneously due to mistake or negligence on the part of Employer, the Claims Administrator, or their employees or agents, Employer shall pay Hospital for the services rendered by Hospital in reasonable reliance thereon, to the extent payment for such services is not otherwise made by or on behalf of the Beneficiaries. If a Beneficiary ceases to be eligible for Covered Services while an inpatient at Hospital or fraudulently represents himself or herself as a Beneficiary of the Plan or to Hospital, or if the Plan is unable to make payment as set forth herein, or for any Co-payments, Deductibles, Non-Covered Services, or if Beneficiary has exceeded the maximum benefit limits under the Plan, or if Beneficiary refuses to leave Hospital after the Plan Physician recommends discharge, Hospital retains the right to

pursue payment from such Beneficiary. Hospital shall rely on the identification card presented by the Beneficiary as evidence of current eligibility.

3.11 Consent. Employer may use the name of Hospital and its facilities to inform Beneficiaries of such providers and to carry out the terms of this Agreement. Employer agrees not to otherwise use the name, symbols, trademarks or service marks of Hospital without the prior written consent of Hospital. Hospital agrees not to use the name, symbols, trademarks or service marks of Employer without the prior written consent of Employer. However, Hospital may use Employer's name in a client list.

3.12 Non-Participating Providers. If a non-Participating Provider attempts to undermine the arrangement between Employer and Hospital as provided under this Agreement by waiving any Beneficiary Copayments or Deductibles (as such are applicable to the use of non-Participating Providers), Employer agrees to instruct its Claims Administrator to pay such non-Participating Provider on the basis of the total amount which the non-Participating Provider would collect from Employer, less an amount equal to the Copayment or Deductible amounts that are applicable, and less administrative costs necessary to administer such a program. Employer agrees to further inform Beneficiaries of the possible increased financial responsibility for use of such non-Participating Providers.

3.13 Confidentiality.

(a) As it pertains to contracts, while HIPAA compliance is implicit, as a public entity, Employer is legally required to comply with the Freedom of Information Act, the Open Meetings Act and other applicable laws, statutes and ordinances that require disclosure of this Agreement and its terms.

(b) As it pertains to Protected Health Information (PHI), Employer shall keep confidential all patient specific and provider specific information and records, including price information that it obtains or prepares in performing its functions under this Agreement, and shall comply with all laws now in effect or which may hereafter be enacted concerning confidentiality of such information and records.

3.14 Financial Viability Employer agrees to notify Hospital of any significant change in its financial status, bond rating, corporate structure, etc., that may alter its ability to adhere to the financial obligations of this agreement.

3.15 Non-Compliance In the event Employer does not comply with Exhibit C, Employer shall not be entitled to agreed upon Reimbursement Amounts, and shall reimburse Hospital any difference in Reimbursement Amount between such amount and Hospital's published charges for Health Care Services and Benefits within thirty (30) working days of the determination of failure to create financial incentives for Beneficiaries as required. Such determination may be treated by Hospital as a material breach of this Agreement.

IV. COVENANTS OF HOSPITAL

4.01 Range of Services and Rates Hospital agrees to render Covered Services, at the rates contained in Exhibit B, which have been authorized by the Plan and ordered by a physician.

4.02 Same Service Hospital shall provide services to Beneficiaries of the same quality and in the same manner as are provided to other patients of Hospital, in accordance with the terms of this Agreement and the Beneficiary Agreement.

4.03 Accreditation and Licensure Hospital has, and shall maintain in good standing, all Federal, State and local licenses and certificates as required by law, and shall maintain accreditation by the Joint Commission of Accreditation of Health Care Organizations ("JCAHO"). Evidence of maintaining such licenses, certificates and accreditation shall be submitted to Employer upon written request, and Hospital shall notify Employer of the loss of any such license or certificate.

4.04 Compliance with Law Hospital shall comply with relevant Federal, State and local laws, statutes, ordinances, orders and regulations which are applicable to the terms and conditions of this Agreement as reasonably determined by Hospital's counsel or administrative staff.

4.05 Availability of Beds. Hospital shall provide for the accommodation of Beneficiaries as inpatients at hospital, as may be required, subject to the availability of beds.

4.06 Non-Discrimination Hospital agrees not to discriminate against Beneficiaries because of race, sex, color, marital status, sexual orientation, age, religion, national origin, or source of payment.

4.07 Provider Listing. Hospital agrees to periodically provide Employer and Employer's Claims Administrator with up-to-date listings of facilities affiliated with Hospital and covered under this Agreement.

4.08 Confidentiality and Non-Disclosure. Hospital shall keep confidential all patient-specific and Employer-specific information and records it obtains or prepares in performing its functions under this Agreement, and shall comply with all laws now in effect or which may hereafter be enacted concerning confidentiality of such information and records. Hospital and its agents shall not disclose any such information or records to anyone other than Employer, the employees or agents of Employer, or a legally authorized and properly identified court or governmental regulatory authority, unless such disclosure is specifically authorized in writing by Employer.

4.09 Health Benefits Determinations. Hospital assumes no responsibility for the administration of and claims payment on behalf of Employer's employee welfare and benefit plan and do not underwrite the liability for benefits under the plan or Beneficiary Agreement. Employer shall have the final responsibility for health plan claims to the extent that such claims are within the scope of Employer's health plan coverage.

4.10 Emergency Services Emergency services shall be provided without prior verification of eligibility or authorization in cases of medical emergencies where delay in treatment would result in threat to life or impairment of bodily functions as reasonably determined by the Hospital Emergency Room staff

VI. TERM; TERMINATION

6.01 Term of Agreement. Following the effective date of this Agreement, this Agreement shall continue in effect for one (1) year. This Agreement may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties providing such agreement complies with the municipality's purchasing policies and the availability of funds. 6.02

Termination. Notwithstanding Section 6.01 to the contrary, this Agreement may be terminated as follows:

(a) In the event proceedings in bankruptcy are commenced against the Employer or the Employer is adjudicated as bankrupt or if the Employer is certified and designated as a financially distressed city under Illinois law (65 ILCS 5/8-12-1) or if the assets of the Employer are assigned for the benefit of creditors, then Hospital may terminate this Agreement and all further rights and obligations hereunder, by giving thirty (30) days' written notice to the Employer.

(b) Either party to this Agreement may terminate this Agreement for cause. "Cause" shall include, but not be limited to, a material breach of the terms of this Agreement. In the event this Agreement is terminated for cause, such termination shall be effective upon thirty (30) days' written notice by the terminating party, provided the cause of such termination has not been cured, as determined by the non-breaching party, during that period. Such written notice shall specify the exact reason or cause for termination.

(c) By either party without cause upon ninety (90) days' prior written notice.

6.03 Notification of Beneficiaries. Upon termination of this Agreement, Employer shall promptly notify in no less than thirty (30) days, or shall direct its Claims Administrator to promptly notify, Beneficiaries of such termination. If requested by Hospital, Employer shall involve Hospital in the development of written communications to Beneficiaries regarding the delivery of health care services in the event of termination of this Agreement.

6.04 Obligation after Termination. Termination of this Agreement shall not affect any rights or obligations hereunder which shall have previously accrued, or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement. Hospital shall continue to provide services in accordance with the terms of this Agreement, including payment terms, to Beneficiaries hospitalized or receiving serial outpatient care at the time of termination until such Beneficiary is discharged or transferred to another provider.

7.01 Recordkeeping. Hospital, Employer and Employer's Claims Administrator, shall maintain such records and procedures as shall reasonably be required to accurately account for all Health Care Services and Benefits provided pursuant to this Agreement and/or any matters necessary for the proper administration of this Agreement. Such records shall be kept in accordance with generally accepted accounting principles. Hospital shall maintain a standard Hospital medical record for each Beneficiary receiving services pursuant to this Agreement. Said medical records shall contain such information as is required by state and federal laws and regulations, the Medicare Program and the Joint Commission on Accreditation of Healthcare Organizations, and shall be maintained for such time period(s) as Hospital typically maintains for patient records.

7.02 Inspection of Records. Hospital, Employer and Employer's Claims Administrator, shall have the mutual right to inspect and copy, upon request and reasonable advance notice and during normal business hours or at such other times as may be agreed upon, and pursuant to each other's rules and regulations, relevant accounting and administrative books and records, as they pertain to this Agreement. Such information shall be provided to each party hereto pursuant to procedures designed to protect the confidentiality of patient health care records in accordance with applicable legal requirements and recognized standards of professional practice. It is understood and agreed between the parties that patient medical records shall be, and remain, the property of Hospital and shall not be removed or transferred from Hospital except in accordance with applicable state and federal law and regulations promulgated thereto and Hospital rules and regulations. To the extent permitted by law, in accordance with procedures required by law and Hospital rules and regulations, Hospital shall permit Employer or the Claims Administrator to inspect and make copies of said records, provided that Employer or the Claims Administrator has obtained prior written consent from the Beneficiary authorizing Hospital to release such information to Employer or the Claims Administrator. Inspection, audit and duplication shall occur upon reasonable notice during regular working hours and Employer shall reimburse Hospital its standard charges for copying related to the provision of medical records. For purposes of this section, medical records shall include those records that are, or will become, part of the medical record of the patient.

VIII. INDEPENDENT CONTRACTOR

8.01 Independent Contractors. Neither party to this Agreement, nor such party's respective directors, officers, agents or employees shall be deemed to be the agent or principal of the other party, and such first party shall be not liable for any acts or omissions of the other party or that other party's agents or employees unless such acts or omissions are determined to be indemnifiable under Sections 9.01 and 9.02.

IX. INDEMNIFICATION & INSURANCE

9.01 Indemnification. Neither party to this Agreement shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each party shall bear the cost of its own defense

9.02 Insurance. Hospital and Employer shall each procure and maintain policies of insurance or self-insurance as required by law to protect them and their employees or agents against any claims, liabilities, damages or judgments which may arise out of the services to be provided under this Agreement. Each of the parties shall provide certificates of insurance evidencing such insurance to the party hereto upon the request of the party. Each party agrees to give the other not less than thirty (30) days prior written notice of any cancellation, non-renewal or material alteration of such coverage.

X. MISCELLANEOUS PROVISIONS

10.01 Assignment No assignment of the rights, duties or obligations under this Agreement shall be made by either party without the express written approval of the other party, provided that Hospital may assign, delegate or transfer this Agreement upon notice to Employer to another affiliated entity or corporation, new or hereafter in existence, if said corporation owns or operates Hospital or is under the same ownership or control as Hospital and has the requisite power and authority to perform the obligations of the Hospital set forth in this Agreement; and provided such assignment, delegation or transfer will not materially affect services to Beneficiaries. Any attempt at assignment in violation of this Section 10.01 shall be void.

10.02 Waiver of Breach. Waiver of Breach of any term or provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision. In addition, waiver of any provision, obligation or duty as provided in this Agreement shall not constitute a waiver of a future breach.

10.03 Notices Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified or registered mail, return receipt requested, to Employer or Hospital at the address set forth below. The notice shall be effective on the date indicated on the return receipt.

To Hospital	Advocate Health Partners Director of Managed Care 2025 Windsor Drive Oak Brook, IL 60523
To Employer	VILLAGE OF DOWNERS GROVE Village Manager 801 Burlington Ave. Downers Grove, IL 60515

10.04 Severability. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid Act of Congress or the state legislature, or by any regulation duly promulgated by officers of the United States or this state acting in accordance with law, or declared null and void by any court or competent jurisdiction, the remainder of the provisions of this Agreement shall, subject to Section 10.05 of this Agreement, remain in full force and effect.

10.05 Effect of Severable Provision. In the event that a term or provision of this Agreement is rendered invalid or unenforceable or declared null and void as provided in Section 10.04 of this Agreement, and its removal has the effect of materially altering the obligations of either Employer or Hospital in such a manner as, in the judgment of the affected party, (a) will cause financial hardship to such affected party, or (b) will cause such affected party to act in violation of its governing or organizational documents, the party so affected shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other party.

10.06 Entire Agreement This Agreement, together with exhibits and attachments, contains the entire Agreement between Hospital and Employer relating to the rights granted and the obligations assumed by the parties concerning the provision of services to Beneficiaries. Any prior agreement, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.

10.07 Amendment This Agreement or any part or section of it may be amended any time during the Agreement Term only by the mutual written consent of duly authorized representatives of Hospital and Employer. Any other amendment or alteration of this Agreement without such written consent shall be considered null and void. Notwithstanding this limitation, if Hospital or Employer is required to amend this Agreement to comply with state laws or regulations, such amendment will be effective upon written notice to the other party.

10.08 Headings The headings of articles and sections contained in this Agreement are for reference purposes only and should not affect in any way the meaning or interpretation of this Agreement.

10.09 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

10.10 Limitation of Obligations In the event that Hospital does not have proper facilities to treat covered Beneficiaries or in the event of circumstances beyond its reasonable control such as major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel or labor disputes, Hospital shall provide Health Care Services or Benefits to covered Beneficiaries to the extent possible according to its best judgment or limitations of such facilities and personnel as are then available, but Hospital shall have no liability or obligation for delay or failure to provide or arrange for such services due to lack of available facilities or personnel in such disaster, epidemic, etc., or labor disputes or other cause beyond the control Hospital.

10.11 Rights of Beneficiaries. Although this Agreement contemplates arranging the provision of Health Care Services and Benefits for Beneficiaries, Employer and Hospital reserve the right to amend or terminate this Agreement without notice to, or consent of any such Beneficiary. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever increase the rights of any such Beneficiary or create any rights on behalf of the Beneficiary vis-à-vis the Hospital.

10.12 Not a Plan Administrator The parties agree that Hospital is not a plan administrators or fiduciary for purposes of ERISA and that Hospital does not exercise any discretion with regard to Employer's employee welfare and benefit plan or administrative thereof.

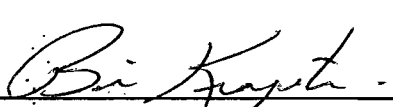
10.13 Addendum or Addenda Attached hereto may be an addendum or addenda which if so attached, constitutes a part of this Agreement, and any conflict between the addendum or addenda and the Agreement shall be controlled by the addendum or addenda.

IN WITNESS WHEREOF, Hospital and Employer have executed this Agreement the day and year set forth below.

ADVOCATE HEALTH PARTNERS:

VILLAGE OF DOWNERS GROVE:

BY: 

BY: 

TITLE: President

TITLE: Mayor

DATE: 10/28/04

DATE: November 2, 2004

EXHIBIT A**PARTICIPATING PROVIDERS****HOSPITALS AND FACILITIES**

In connection with execution of this Agreement by and between Hospital and the Employer, the agreements, acknowledgments, warranties and obligations imposed on and undertaken by both parties shall apply to the providers listed below:

Advocate Good Samaritan Hospital
3815 Highland Avenue
Downers Grove, IL
60515
Tax ID # 36-2169147

EXHIBIT B**REIMBURSEMENT AMOUNTS**

Employer agrees to reimburse or direct its Claims Administrator to reimburse the Hospital the following:

A. HOSPITAL SERVICES

1. Inpatient Hospital Services 45% discount from billed inpatient charges for services rendered to a Beneficiary.
2. Outpatient Hospital Services 25% discount from billed outpatient charges for services rendered to a Beneficiary.

EXHIBIT C**WELFARE AND BENEFIT PLAN REQUIREMENTS FOR PLANS**

Financial incentives for Beneficiaries (e.g., deductibles, coinsurance, stop loss provisions) shall favor use of Hospital by structuring their health benefit plan so that if a Beneficiary uses Hospital, the Employer shall be responsible for 100% of the payment for Health Care Services or Benefits per the Beneficiary Agreement provisions.

Incentives of this type shall be incorporated into Employer's health benefit plan and Beneficiary Agreement as of the effective date of this Agreement.

EXHIBIT D
SAMPLE FORM UB-92

APPROVED OMB NO. 0938-0279

1		2		3 PAYING ORGANIZATION NO.		4 TYPE OF BILL	
5 PER MAX NO.		6 STATEMENT COVERS PERIOD FROM		7 COVD.		8 ENCD.	
9 PCD		10 BL RD.		11			
12 PATIENT NAME				13 PATIENT ADDRESS			
14 BIRTHDATE		15 SEX		16 MS		17 DATE	
18 ADMISSION TERM		19 ICD TYPE		20 ICD		21 DHR	
22 ICD		23 MEDICAL RECORD NO.		24		25	
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