

EXECUTIVE SUMMARY of Corporate Benefit Consultants Services

Prepared for:
Village of LaGrange

- One of the Largest, Most respected, Privately Held employee benefit consulting and brokerage firms in Illinois. Currently managing client's premium expenditures in excess of \$500 Million
- Servicing clients in all industries with a niche focus on School Districts and Municipalities; Priority #1 is Cost Control and Service;
- Superior knowledge and expertise in fully insured plans, self funded plans and alternative funding arrangements;
- Client retention in excess of 95% year after year;
- Have no turnover in consultants/ brokers since our inception and nearly zero turnover in account management since inception;
- Leader among peer groups; one of the first firms to institute full disclosure fee based brokerage and consulting work and one of the first to execute an Rx carve out program;
- Provide a team approach to all clients with a minimum of 5 experts assigned to each client, thus becoming a business partner and an extension of our clients HR and finance departments;
- In house underwriting expertise for clients that are experienced rated greatly enhancing our position of strength in negotiating with carriers on behalf of our clients;
- We retain a professional HR consulting firm and provide our clients unlimited telephonic access for day to day HR related issues and or questions;
- Retain a Medical Director for assistance in negotiating renewals when there are large catastrophic claims emerging or ongoing;
- Specialize in providing comprehensive education and detailed analysis of all direct and indirect costs components of benefit plans;

- Proactive in advanced and ongoing education for entire employee population, with continued investment in our staff and technology;
- Keep clients educated and informed of legislative updates, trends and compliance related topics;
- We view our client renewal as process that is ongoing, NOT as an event that occurs once a year as many of our competitors do;
- Maintain a Quality Renewal Initiative Process protocol which involves an aggressive proactive timeline to start and complete renewals for clients to alleviate the time crunch that employers face. Also conduct an exhaustive RFP each year to secure the best benefits and pricing options for our clients;
- Active and aggressive in developing & promoting employee wellness strategies;
- Provide our clients customized monthly aggregate claims reports (ASO plans) and meet regularly throughout the year to gauge costs, trends, etc.;
- Attend and or support all board, committee and employee meetings as desired by the client;
- We are a Blue Diamond producer for BCBS (1 of only 6 in the state);
- We are a permanent member of the Producer Advisory Council (PAC) for BCBS;
- We work with all top rated carriers, TPA's, PBM's and are a platinum or premier producer for several other carriers;
- An Active Member of United Benefit Advisors (UBA) one of the nations largest employee benefit advisory organizations;
- Provide clients with custom Employee Benefit Center website (Touchpoints).
- Not just a vendor, but an extension of your HR and Finance Team for a true partnership in managing your bottom line.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made as of May 9, 2011 (hereinafter referred to as the "Effective Date"), by and between CORPORATE BENEFIT CONSULTANTS, INC., (hereinafter referred to as "Consultant") and the VILLAGE OF LA GRANGE (hereinafter referred to as the "Client"), as follows:

1. Services. Consultant agrees to provide the employee benefit consulting services described herein under the direction of the Client both in Consultant's own offices and at designated locations within the Client (the "Services") beginning on May 9, 2011, and continuing through May 8, 2012 unless earlier terminated as provided herein.
2. Consulting Services. The Services are more fully specified in Appendix A attached to and incorporated into this Agreement.
3. Compensation. Consultant will remove commissions from all insurance products funded by the employer. The Consultant will be paid on a commission basis for products that are considered voluntary. For all Services rendered by Consultant during the term of this Agreement, the Client shall pay Consultant \$36,000; such sum to include Consultant costs, if any, for telephone communications, postage, travel expenses and other expenses incurred by Consultant in connection the provision of the Services (the "Annual Fee"). The Client shall pay Consultant the Annual Fee in twelve equal installments at monthly intervals following Consultant's provision of the Services and submission of a proper invoice to the Client documenting Consultant's rendering of the Services. If this Agreement is renewed or extended, then Consultant will perform the services for the first two years of the renewal or extension for the same Annual Fee of \$36,000.

If the Consultant receives a marketing allowance or bonus from an insurance company and that allowance or bonus is included as part of the insurance company's charge to the Client, then the full amount of that allowance or bonus will be subtracted from the Client's Annual Fee. If that allowance or bonus is not charged by the insurance company to the Client,, then that allowance or bonus will not have any impact on the Annual Fee. Consultant shall be responsible for payment of all state and federal taxes in connection with its performance of the Services and receipt of compensation under this Agreement.

4. Relationship Between The Parties. Consultant is retained by the Client only for purposes and to the extent set forth in this Agreement, and nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Consultant shall be deemed at all times to be an independent contractor and neither party shall have the authority to bind the other to any third person or to otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.
5. Access. Consultant shall have access only to such facilities, equipment, and personnel of the Client which are necessary for the performance of any Services hereunder and only upon the permission of the Client or its designee.

6. Indemnification. Consultant does hereby indemnify and hold harmless the Client, and its elected officials, members, employees, and agents, from and against all claims, including reasonable attorney's fees, arising out of or in any way connected with the Consultant's negligence or performance or non-performance of any services hereunder.

7. Insurance. Consultant shall insure against all losses and damages which are the result of, or the fault or negligence of, Consultant in the carrying out of the Services, including professional liability and automobile liability. Consultant will, if requested, produce a certificate of insurance showing that the necessary coverages are currently in force, and will also give the Client thirty (30) days written notice before the required insurance can be altered or cancelled.

8. Notice. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Client:

Village of La Grange
53 South La Grange Road
La Grange, IL 60525
Attention: Village Manager

If to Consultant:

Corporate Benefit Consultants, Inc.
2800 South River Road, Suite 130
Des Plaines, IL 60018
Attention: Michael Traina and Gregg Mellinger

9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois and any court proceeding filed by the (Client or Board) or Consultant relating to or based on this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

10. Termination. This Agreement may be terminated at any time, for any reason, by mutual agreement of the parties or by giving sixty (60) days written notice to the other party. In the event of such termination by the Client, Consultant shall be paid its applicable compensation through the effective date of termination, provided there is no dispute as to whether Consultant is entitled to that compensation.

11. Entire Understanding. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. Except as otherwise provided, no subsequent

alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CORPORATE BENEFIT CONSULTANTS, INC.

By: _____

Printed name: _____

Its: _____

VILLAGE OF LA GRANGE

By: _____

Printed name: / _____

Its: _____

APPENDIX A

CONSULTING SERVICES

Consultant's will provide the following services related to the VILLAGE OF LA GRANGE Employee Benefit Plan, including but not limited to:

- Serve as Client advisor on all health related issues;
- Provide day-to-day health plan administration;
- Provide analysis or renewal terms offered by current insurers and service providers;
- During the initial term, investigate all viable programs, insurers, and service providers, FSA's, HSA's, HRA's, etc. and provide through cost benefit analysis report of each option, including recommend improvements in the self-insurance and HMO plans;
- As requested by Client evaluate alternative health plan providers;
- Act as an advocate on behalf of Client to resolve administrative problems on a timely basis;
- Act as an advocate on behalf of Client to resolve all claim disputes;
- Conduct open employee enrollment meetings as needed;
- Provide employee education meetings as necessary;
- Provide information on market trends periodically including recommendations on plan changes;
- Provide information and advice regarding state or federal legislation applicable to Client life, health, dental and disability plans;
- Provide a monthly newsletter to HR staff;
- Provide special reports as requested by Client;
- Provide monthly and annual performance reports including experience analysis;
- Provide initial analysis of the current plan including areas of potential cost savings to Client
- Annually provide future funding projections;
- Coordinate timely premium quotes by TPA's and Stop Loss Insurers.
- Recommend cost containment strategies and perform cost benefit analysis on options;
- Provide oversight of Client benefit communication process;

- Assist in establishing funding rates/employee rates for each plan year;
- Provide access to Touchpoints Employee Benefit Center, Employee Resource Center, HRinsider Communication portal;
- Broker and place stop loss insurance and other health related insurance policies;
- Attend insurance committee meetings and Board meetings as necessary;
- Assist in the development of Wellness programs;
- Oversee FSA Management;
- Analyze work flows to determine ways Client can reduce staff workloads related to health administration;
- Continually search for cost reduction strategies and present to Client staff;
- Ensure accuracy of all plan booklets and related documents;
- Provide services related to compliance matters such as HIPAA and Medicare Part D;
- Provide other assistance and advice as needed.
- within 60 to 90 days of the commencement of this contract, Consultant will perform a full evaluation of plan design changes including but not limited to:
 - alternative programs
 - alternative providers
 - significant analysis of employee utilization to the extent that information can be obtained
 - benefits structure

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